



Jammu and Kashmir Tenders		eProcurement System Government of Jammu And Kashmir		
Published Corrigendum Details				
		Date : 21-Oct-2022 02:25 PM		
		 Print		
Organisation Chain :	SHRI MATA VAISHNO DEVI UNIVERSITY REGISTRAR SMVDU STORE AND PROCUREMENT WING SMVDU			
Tender ID :	2022_S_191450_1			
Tender Ref No :	SMVDU/GH/2022/19 DATED 07-10-2022			
Tender Title :	Providing of Catering Services at University Guest House			
Corrigendum Type :	Date			
Corrigendum:1				
Corrigendum Title	Corrigendum Description	Published Date	Document Name	Doc Size(in KB)
Extension of ENIT	Providing of Catering Services at University Guest House	21-Oct-2022 02:24 PM	Extension.pdf 	150.84
Critical Dates				
Publish Date	07-Oct-2022 06:00 PM	Bid Opening Date	28-Oct-2022 03:00 PM	
Document Download/Sale Start Date	07-Oct-2022 06:00 PM	Document Download/Sale End Date	28-Oct-2022 11:00 AM	
Clarification Start Date	NA	Clarification End Date	NA	
Bid Submission Start Date	08-Oct-2022 05:00 PM	Bid Submission End Date	28-Oct-2022 11:00 AM	
Details Before Corrigendum				
Critical Dates				
Publish Date	07-Oct-2022 06:00 PM	Bid Opening Date	21-Oct-2022 03:00 PM	
Document Download/Sale Start Date	07-Oct-2022 06:00 PM	Document Download/Sale End Date	21-Oct-2022 11:00 AM	
Clarification Start Date	NA	Clarification End Date	NA	
Bid Submission Start Date	08-Oct-2022 05:00 PM	Bid Submission End Date	21-Oct-2022 11:00 AM	



श्री माता वैष्णो देवी विश्वविद्यालय
Shri Mata Vaishno Devi University
Kakryal (Katra)–182320

TENDER DOCUMENT FOR

Providing of Catering Services at University Guest House, Shri Mata Vaishno Devi University Kakryal, Katra (J&K)

Online bids through open tender under two bid system are invited on behalf of SMVDU, Kakryal for providing Catering Services at University Guest House, SMVDU Campus , Kakryal. The details of the tender and mode of submission of bids are appended in the succeeding pages.

Tender document can be viewed and downloaded from SMVDU website www.smvdu.ac.in and J&K e-tender portal <http://jktenders.gov.in>. The bids are to be submitted online at <http://jktenders.gov.in> upto the stipulated last date and time of submission of bids mentioned in the table below. **Sale of hard copy of the tender document is not applicable.**

SECTION 1

a) The brief details of the tender are as under

S.No.	Description	NIT Details
1.	University Name	Shri Mata Vaishno Devi University
2.	Name of Department	Administration
3.	Tender No.	SMVDU/GH/2022/19 dated 07/10/2022
4.	Tender Subject	Providing Catering Services at University Guest House.
5.	Tender Type	Open e-Tender system
6.	Earnest Money Deposit	50,000/- (Rupees Fifty Thousand only)
7.	EMD / Bid security payable to	University Account Details for deposition of the EMD:- Bank Name: The Jammu and Kashmir Bank Ltd. Account Title:- SMVDU Retention Money A/c Account No:- 0477040520000029 IFSC Code:- JAKA0SMVDUN Branch:- SMVDU
8.	Tender fee (non – refundable)	University Account Details for online deposition of the Tender Fee: Rs. 600/- Bank Name: The Jammu and Kashmir Bank Ltd. Account Title:- Registrar, SMVDU Account No:- 0477040100000023 IFSC Code:- JAKA0SMVDUN Branch:- SMVDU
9.	Availability of tender document	Tender document can be viewed and downloaded from SMVDU website www.smvdu.ac.in and JKUT e-tendering portal http://jktenders.gov.in
10.	Validity of bids	90 days from the last date of submission
11.	Tender Inviting authority	Registrar SMVDU, Kakryal, Katra, Distt. Reasi – 182320, email id- registrar@smvdu.ac.in
12.	Contact Details	01991-285524 Extn. 2109, 2115, 2119, 2116 Fax no. 01991-285732

b) The critical dates of the tender are as under

S. No.	Particulars	Date & Time
1.	Publish date and time	7 TH October 2022, 5 p.m.
2.	Document Download Start Date & Time	7 TH October 2022, 5 p.m
3.	Online Bid Submission Start Date &Time	8 TH October 2022, 5 p.m
4.	Document Download End Date & Time	20 th October 2022, 11:00 a.m.
5.	Online Bid Submission End Date	21 st October 2022, 11:00 a.m.
6.	<u>Bid Opening Date & Time</u>	21 st October 2022, 3:00 p.m.
	(i) Technical bid	
	(ii) Financial bid	To be notified

**Sd/-
Registrar
SMVD University,
Kakryal, Katra**

Instructions to bidders regarding e-tendering process

1. Bidders are advised to download bid submission manual from the “Downloads” option as well as from “Bidders Manual Kit” on website www.jktenders.gov.in to acquaint bid submission process.
2. To participate in bidding process, bidders must get ‘Digital Signature Certificate (DSC)’ as per Information Technology Act-2000, as amended from time to time. Bidders can get digital certificate from any approved vendor.
3. The bidders must submit their bids online in electronic format with digital Signature. **No technical/financial bid will be accepted in physical form.**
4. Bids will be opened online as per time schedule mentioned in the table of critical dates. If the mentioned date is declared as a holiday, the bids shall be opened on the next working day at the same time.
5. Bidders must ensure to upload scanned copy of all necessary documents mentioned in e-NIT.
6. Note: - Scan all the documents on 100 dpi with black and white option.
7. Proof of Tender fee and EMD Fee is to be uploaded online along with other documents.
8. Bidders are advised to use “My Documents” area in their users on e-tendering portal to store important documents.
9. SMVDU will not be responsible for delay in online submission due to any reasons.
10. Conditional bidding shall not be entertained.
11. Bidders may contact the Faculty I/c Guest House, SMVDU at guest house email id icguesthouse@smvdu.ac.in for any guidance or query.
12. Bidders are advised not to make any changes in BOQ (Bill of Quantities) contents. In no case, they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as it contains.
13. The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to be valid upto the completion of the contract, until revision of GST by the Govt. of J&K UT.
14. Any corrigendum or subsequent information/ clarification shall be updated on the e-tender portal / university website only. Bidders should keep track of the same.

Sd/-
Registrar
SMVD University,
Kakryal, Katra

Section 2

Terms & Conditions of the Tender

1. The Tenderer should be a registered and licensed Caterer, Firm, Agency having valid FSSAI Certificate and sound professional expertise for providing Catering Services in Student hostels/Catering of Educational Institutes/Training Institutes/ Institutional Catering/hotels/Clubs.
2. Before submission of Tender document, the tenderers, in their own interest, are advised to visit site to assess site and its surrounding and satisfy themselves in respect of the site conditions as the SMVDU shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the tenderers shall be at their own risk & responsibility.
3. The rate offered/quoted in the tender should be valid for two years (further extendable for one more year subject to satisfactory performance and mutual consent on the same rates, terms and conditions) from the date of award of contract and no upward revision of rates shall be allowed during the currency of the Catering Contract.
4. The tenderer must have a minimum of five (05) years of experience in running catering services in Student hostels/Catering of Educational Institutes/Training Institutes/ Institutional Catering/hotels/Clubs & should be a profit-making firm / caterer/ Agency. The Cumulative turnover of the consecutive three (03) years (FY 2019-2020, 2020-21 & 2021-2022) must not be less than Rs. 1.00 Crores.
5. The award process may be postponed / cancelled Suo moto without assigning any reason or giving any notice to the tenderer(s). The University reserves the right to consider the tenders of only short-listed firms.
6. The participation in tendering process shall not constitute that the tenderer is automatically qualified.
7. Certificate regarding bidder company not being bankrupt/insolvent from statutory CA/ CS of bidder company must be uploaded along with other documents.
8. SMVDU reserves the right to terminate the contract of a successful tenderer on one month's notice without assigning any reasons thereof.
9. If even after the award of contract, information / facts submitted by the tenderer is found misleading / incorrect / false etc., SMVDU reserves the right to scrap the contract forthwith.
10. The mode of submitting the Tender in two bid format shall be as under:
 - (i) Online Bid Submission – Technical and Financial bids complete in all respects, as per annexed proforma, must be uploaded at the aforesaid portal, as per stipulated dates and times mentioned in the table.
 - (ii) Financial bids of only those bidders shall be considered, whose technical bids are complete in all respects and qualify the technical criteria as per tender document.
11. The online tenders shall be opened by a committee constituted for this purpose as per date and time mentioned in the table above, in the presence of tenderers / contractors or their authorized representatives, who wish to be present, at the time of opening of the tenders.

12. In case of any incomplete document / information uploaded by the tenderer, the tender may be rejected without assigning any reason thereof.
13. Tender document is neither transferable nor cost of the document is refundable under any circumstances.
14. Conditional tenders are liable to be out rightly rejected.
15. An Earnest Money amounting to Rs. 50,000/- (Rupees Fifty Thousand only) is to be deposited in designated University bank account, by or before the last date and time of submission of bids, without which the tender submitted by the firm(s) shall be rejected. EMD in any hard form shall not be accepted. EMD of the unsuccessful Tenderers shall be refunded immediately after finalization of tender / contract whereas the EMD of the successful Tenderer along with additional amount of Rs. 50,000/- (to be deposited separately) will form the Security Deposit of Rs. 1,00,000/- for due fulfillment of the contract for Catering service. No interest will be given on the security deposit. If need be, the university may deduct any penalty / fines / compensation due from the catering contractor from the Security Deposit and other dues. The Security Deposit subject to deductions, if any, will be refunded three months after termination or expiry of contract. However, the EMD of successful Tenderer who, after award of the contract, fails to provide the services within the time limit (provided for starting the requisite services) shall be forfeited. The proof of the transaction in respect of EMD payment is also to be uploaded online along with bids.
16. The University reserves the right to shortlist the Tenderer(s) as per the requirement of the University and to allot Catering services contract to the tenderer(s) it deems eligible and qualified based on the responses received, and the decision of the University in this regard shall be final.
17. The University shall permit the Catering firm to use the University premises comprising of Dining Area, Kitchen area with attached store, washing area and pantry along with the fittings, fixtures/electrical fitting, appliances and furniture and accessories for running Catering facilities for the guests etc. of the University for the duration of the contract.
18. The successful caterer shall pay a monthly license fee of **Rs. 10,000/-** to the University for running catering services in the premises of University Guest House as defined hereinabove. The monthly license fee shall be deposited by the caterer by or before 7th of every month and a copy of deposit receipt shall also be furnished in the office of the Faculty I/c Guest House, SMVDU. In case of any default on the part of Caterer for depositing of monthly license fee aforesaid, a late fee of 100/- (Rupees One Hundred) per day shall be paid for subsequent day(s) by the caterer.
19. Apart from the catering needs of University Guest House, there will be official programmes, seminars / conferences for which catering services may be utilized by the concerned organizer for which the organizer may choose to either utilize the approved rates of the Guest House or may ask for a separate quotation/tender (on case-to-case basis).
20. The Caterer will make arrangements for hygienic storage and cooking of food and service in the dining hall of Guest House/other venues. The firm will ensure that the kitchen / dining hall(s) are kept clean and tidy.
21. The caterer will also make arrangement for serving of Tea/Coffee/Beverages/Food to the guests staying in the rooms of guest house on request of the guest/intimation by the Guest House Manager or staff.
22. The caterer has to make provision for printed display boards for the food items to be served in the University Guest House. Further, the menu sheet to be kept in all rooms shall be provided periodically by the caterer to the Guest House Manager.
23. The waiters/ service staff should be well groomed, shaved and properly dressed-up and sufficient personnel should be available for cooking, services etc. Caterer may be required to deploy additional personnel for VIP events/large events.

24. The Caterer shall not sublet the contract / premises / venue allotted by the University or enter into contract with any other party to run the business at the said premises / venue implicitly/explicitly failing which the Contract shall be cancelled and the decision of the University in this regard shall be final and binding on the Caterer.
25. The Caterer shall observe working hours as may be notified by the Faculty I/c Guest House, SMVDU from time to time (and on case-to-case basis wherever needed) and shall keep himself or his authorized representatives available at University Guest House during the working hours.
26. The Caterer will comply with all such instructions that may be issued to him by the University through any of its functionaries, including the office of Faculty I/c Guest House in regard to the operation and maintenance of the University premises. The Caterer shall provide all such kitchen equipment /utensils, material, eatables etc. as may be required for effective operation of the catering services as may be communicated to him by the functionaries of the University.
27. It shall be the responsibility of caterer to maintain and upkeep all the machinery and other equipment including items of furniture and fixture/electrical fixtures & appliances provided in the University Guest House and any repair/replacement in this regard shall be required to be immediately intimated to the Faculty I/c Guest House for information; however, maintenance/repair/replacement shall be the responsibility of the caterer at his own cost. However, if the maintenance/repair/replacement/up-keep is not undertaken timely by the caterer, then the university shall impose penalty/fine/compensation which may be deducted from the Security Deposit and other dues, if not sooner paid by the caterer.
28. In case of any default or deficiencies of services provided by the tenderer / caterer, the alternate arrangement will be made by the University at the risk & cost of the tenderer.
29. The Faculty I/c Guest House/Guest House Manager, SMVDU shall be authorized to inspect the premises, quality of edibles, sanitation and other arrangements from time to time. In case of any unsatisfactory condition or any defect or deficiency in the service or performance of Contract, the University may impose a fine subject to a maximum of Rs. 10,000/- on the Caterer on each such occasion on the recommendation of Faculty I/c Guest House, SMVDU. Such fines will be deductible from the Security Deposit or any amount due to the Caterer, if not sooner paid by the Caterer. In case of continuous defect or deficiency in the service by the Caterer, the University may also terminate the Contract.
30. The successful tenderer shall have to execute an Agreement on non-judicial stamp papers of requisite denomination within a week of the receipt of award / contract letter which shall be guiding document for operation of Catering services contract so awarded.
31. The successful tenderer who may be awarded the contract for Catering services subject to fulfillment of all other formalities should be able to provide the requisite services within a period of (10) days from the date of award of contract failing which the contract may be awarded to the next lowest / suitable tenderer on the rates of L1 tenderer.
32. SMVDU reserves the right to terminate the contract on one month's notice if the performance is not satisfactory. The Caterer can also terminate the contract by giving three months' notice and clearing all dues if he is not willing to continue the contract.
33. The Caterer shall maintain and upkeep cooking gas cylinders of commercial category and shall also abide by all governmental instructions in this behalf.
34. The Caterer shall not cause any loss or damage to the property of the University and shall be responsible to compensate the University for any such loss or damage. However, he shall be personally responsible for his machinery, equipment and other belongings.
35. The Caterer shall engage well behaved experienced staff for working in the Catering and the Caterer shall be responsible for their work, behavior and conduct. If at any time, the work / behavior of any such

employed staff of the Caterer is found to be unsatisfactory, the Caterer shall be liable to remove such a person immediately when ordered to do so by the Faculty I/C Guest House, SMVDU whose decision in this regard shall be final and binding.

36. The Caterer shall take all precautions that all persons engaged by him to do any work for catering services are courteous, civil, sober, honest and free from any virulent or contagious disease(s). The Caterer shall be under obligation to obtain the following certificates during the period of Contract:
 - a) Medical fitness certificate from the authorized Medical Officer.
 - b) Character certificate from Police for all the persons engaged by the Caterer.
 - c) Covid Vaccination certificate
37. The Caterer shall ensure that all the Catering workers wear proper uniforms including Head Caps, Hand Gloves, Mask and identity cards during the Catering service in the University Guest House. He will also ensure that the cooking area / catering premises is not used as a residence of the workers.
38. The Caterer or his staff shall not do any act or omission which may be prejudicial to the interests of the University.
39. The Caterer shall not construct, raise or modify any structure, temporary or permanent in or around the Catering premises, without the prior written permission of the University.
40. That the permission / leave / license granted in favour of the successful Caterer shall not create any tenancy, lease and otherwise other interests or other right on the property. The present arrangement is only a temporary permission granted in favour of Caterer for a period mentioned herein above and subject to the performance / observance of the other conditions as may be communicated to the Caterer by the University. The licensed space shall always remain under actual control and possession of the University.
41. The Caterer shall be responsible for strict compliance with all applicable laws, rules and regulations relating to P.F. Act, ESI Act, Minimum wages Act, Workmen compensation Act, contract labour Act and such other Acts or laws, regulations passed by Central, State and Local government authority or agency and in the event of the University being made liable for any expenditure or otherwise on this account, the same shall be recoverable by the University from Caterer.
42. The Caterer shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury / disablement / death at work place.
43. The liability/responsibility in case of any accident-causing injury/ death to Catering worker or any of his staff shall be of the Caterer.
44. The workers of the Caterer shall be of good character and of sound health and should be above 18 years. Responsibility of the antecedents of his workers shall lie with the Caterer.
45. The Caterer shall not make any damage caused to the space, furniture, fittings and equipment of the University that are in use by the caterer. The amount of compensation payable for such damage shall be assessed by the University on replacement cost basis. This compensation will be deductible from the security deposited by the caterer.
46. Facilities to be provided by SMVDU:
 - i) Dining halls with adequate furniture and electrical fittings and appliances as per list to be provided.
 - ii) Kitchens with Stores, washing area and pantry.
 - iii) Water for which caterer shall be billed on monthly basis as per Jal Shakti commercial rates.
 - iv) Electricity for which caterer will be billed on monthly basis at commercial rates (Separate Meter)

47. Disposal of solid waste shall be done by the caterer in accordance with the solid waste management policies of government. The policies of the university regarding usage of plastic, utilities and other general policies in vogue, as may be applicable to the caterer shall be adhered to by the caterer.
48. The furniture, electrical fixtures and appliances issued will be on One-time basis and it should be returned in good condition. Its maintenance will be the responsibility of the Caterer who will be responsible for any breakage, replacement and damage of the above by its staff.
49. That no right, much less a legal right, shall vest in the Caterer's workers to claim / have employment or otherwise seek absorption in SMVDU nor the Caterer's workers shall have anyright whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the SMVDU. The workers will remain the employees of the agency/caterer and this will be the responsibility of the agency/caterer to make it clear to their workers before deputing on work at the SMVDU.
50. None of the workers of the caterer shall enter into any kind of private work within the campus of the SMVDU during working hours / days.
51. The Caterer shall maintain an inspection book as prescribed by the Faculty I/c Guest House, SMVDU which will be made available to Supervisory staff of the SMVDU. Any fault / observation recorded therein shall be attended immediately.
52. The Caterer shall also submit the Police verification report of all his workers to the Faculty I/c Guest House, SMVDU, who he intends to employ to execute the work of providing Catering services.
53. If in the execution of their work, any infraction / breach / infringement of any law, rules / byelaws for the time being in force, takes place; Caterer shall indemnify the University and hold the University harmless against the consequences of any or all litigation / prosecution in any matter connected with or arising out of the subject including the result of any labour dispute and should any award or decree including awards of any labour court and / or Arbitrator which might be enforced/sought against the University, the University shall be compensated by the Caterer to the full extent in respect of all such claims / awards etc.
54. The Caterer shall advise its work force etc. to strictly refrain from smoking or using any kind of tobacco products or pan chewing, consumption of alcohol or non-veg. food and playing of cards within or around the premises of the SMVD University.
55. On expiry of the contract, the caterer shall vacate the premises of the University immediately or as instructed by Faculty I/C Guest House, and handover the charge of furniture, fixtures/electrical fixtures, appliances/equipment in working condition to the Faculty I/C Guest House /Guest House Manager.
56. Notwithstanding to any provision in this contract, if the Caterer violates any norms, rules or acts in any way prejudicial to the interests of the University or to the environment at the campus, the contract shall stand cancelled without assigning any reason to the Caterer by the University. In case of cancellation of the contract, the Security Deposit of the Caterer shall be forfeited.
57. Any dispute arising out of and in relation to this Contract shall be referred to the sole arbitration of an Arbitrator appointed by the Vice Chancellor, SMVDU. The arbitration would be conducted and governed by and under the provisions of Arbitration & Conciliation Act 1996. Any legal dispute shall be subject to the jurisdiction of Courts in Jammu District only and no

other Court shall have the jurisdiction.

**Sd/-
Registrar
SMVD University,
Kakryal, Katra**



श्री माता वैष्णो देवी विश्वविद्यालय

Shri Mata Vaishno Devi University

Kakryal (Katra)-182320

Technical Bid

The tenderer shall furnish the following information with documentary evidence wherever required. This data shall be submitted without fail in the technical bid only and not otherwise.

Name of the registered and licensed Caterer, Firm, Agency: M/s _____

Amount of EMD (with transaction number and date): online payment details

S. No.	Particulars	Page No
1.	Certificate of Incorporation/ Establishment as registered and licensed Caterer, Firm, Agency from concerned Competent Authority as applicable	
2.	Minimum five years Professional experience of the concerned registered and licensed Caterer, Firm, Agency for providing Catering Services in student hostels, Educational and training Institutes, Institutional Catering, hotels & Clubs of repute duly supported with documentary proof of work order/ agreement deed, Supply order.	
3.	Copies of FSSAI license issued by the Competent Authority to the entities as enumerated at S. No. 1 above	
4.	Copies of Registration for GST	
5.	Valid Labour Registration Certificate issued by Govt. Labour Department	
6.	Annual turnover of the Firm for the three years i.e. 2019-2020, 2020-2021 and 2021-22 supported by Balance Sheets, Profit & Loss Account statements, duly authenticated by a Chartered Accountant, copies whereof to be uploaded.	
7.	Income tax return for the last three years along with a copy of PAN card of the catering Agency. (Assessment Year 2019-2020, 2020-2021 & 2021-2022)	
8.	Cumulative turnover for the consecutive three (03) years i.e. 2019-2020, 2020-2021 and 2021-22	
9.	Certificate regarding bidder company not being bankrupt/ insolvent from statutory CA/ CS of bidder company should be uploaded along with other documents.	

†Copies of documentary proof must be furnished in support of all the above).

Additional pages, if needed, may be used.

For & on behalf of M/s _____

(Authorized Signatory)

Name _____

Note: Kindly attach relevant documents only

