



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

TENDER DOCUMENT FOR

Hostel Mess Service in various Student's Hostels at 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 Hostel Mess Service in various Student's Hostels at SMVDU Campus at Kakryal. The details of the tender and mode of submission of bids are appended in the succeeding pages from **Annexure 'A' to 'E'**.

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

Brief details and Critical Details of Tender

(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	Dean, Students Welfare
3.	Tender No.	SMVDU/DoSW/Mess Services/2021/201 dated: 24 th May 2021
4.	Tender Subject	Tender for Mess Services
5.	Tender Type	Open e-Tender system
6.	Earnest Money Deposit	5,00,000/- (Rupees Five Lakh Only) (EMD)
7.	EMD / Bid security payable to	In the form of Demand Draft only, drawn on a nationalized bank in favour of " Registrar, SMVDU " payable at Jammu
8.	Tender fee (non – refundable)	Rs. 1,000/- (Rupees one thousand only). In the form of Demand Draft only, drawn on a nationalized bank in favour of " Registrar, SMVDU " payable at Jammu.
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.	Contract period	Two years ie. Academic Year 2021-2023
11.	Validity of bids	120 days from the last date of submission
12.	Tender Inviting authority	Registrar SMVDU, Kakryal, Katra, Dist. Reasi – 182320, email id- registrar@smvdu.ac.in
13.	Contact Details	01991-285524 Extn. 2790

(b) The critical dates of the tender are as under

S. No.	Particulars	Date & Time
1.	Publish date and time	25.05.2021 1700 hrs
2.	Document Download Start Date & Time	25.05.2021 1730 hrs onwards
3.	Online Bid Submission Start Date & Time	25.05.2021 1800 hrs onwards
4.	Document Download End Date & Time	15.06.2021 1700 hrs
5.	Online Bid Submission End Date	15.06.2021 1800 hrs
6.	<u>Bid Opening Date & Time</u>	22.06.2021
	(i) Technical bid	1500 hrs
	(ii) Financial bid	To be intimated separately through e-tender portal / university website

**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 have to 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 have to submit their bids online in electronic format with digital Signature. **No 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. Scanned copy of cost of tender document and EMD in the shape of Demand Draft is to be uploaded online.
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 office of the Registrar, SMVDU or the Dean, Students Welfare, SMVDU 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 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 sound professional expertise for providing Mess Services in student hostels, messes or similar environment.
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 the Academic year 2021-2023 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 mess services in student hostels and should be a profit making firm / caterer. The Cumulative turnover of the consecutive three (03) years (2017-18, 2018-19 & 2019-2020) must not be less than Rs. 5.00 Crores.
5. SMVDU reserves the right to terminate the contract of a successful tenderer on one month's notice without assigning any reasons thereof.
6. SMVDU reserves the right to split the work or award the catering contract to more than one tenderer on the same rates.
7. The award process may be postponed / cancelled Suo motto 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.
8. The issuing of tender document shall not constitute that the tenderer is automatically qualified.
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) Offline Bid Submission - Hard copies of the Technical bids along with all supporting documents and enclosures should also be delivered by post to the office of Registrar SMVDU Kakryal by or before the last date and time of opening of technical bids online, for proper scrutiny of the documents by the tender opening committee. However, the documents which are not uploaded on the portal but submitted offline only shall not be considered.
 - (iii) Financial bids of only those agencies shall be considered, whose technical bids are complete in all respects and qualify the criteria as per tender document. The technical bid shall also be accompanied by the Demand Drafts of Earnest Money amounting to Rs. 5,00,000/- (Rupees Five Lakh only) and cost of tender amounting to Rs. 1000/- (Rs. One thousand only) in separate envelopes, super subscribing as Tender fee / EMD. The Technical Bid and the supporting documents in proof thereof shall be sealed and submitted in a separate envelope super

subscribed as “TECHNICAL BID FOR Providing Mess Services”.The tenders uploaded / received after due date, time and place mentioned above shall not be entertained under any circumstances.

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 submitted 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 outrightly rejected.
15. An Earnest Money in the form of Demand Draft only amounting to Rs. 5,00,000/- (Rupees Five Lakh only) pledged in the name of Registrar, SMVDU is required to be delivered by post to the office of Registrar SMVDU Kakryal, 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 of the unsuccessful Tenderers shall be refunded immediately after finalization of tender / contract whereas the EMD of the successful Tenderer will be treated as Security Deposit. 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 scanned copy of the demand draft is also to be uploaded online along with bids.
16. The University reserves the right to shortlist the Tenderers as per the requirement of the University and to allot mess services contract to the tenderer 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 for running Mess facilities for the students, staff etc. at respective Boys and Girls Hostel of the University for the duration of the contract. The said period is extendable at the sole discretion of the University Authorities only on satisfactory performance / service by the Caterer.
18. The catering services by the Caterer will cover Breakfast, Lunch, Evening Tea & Dinner in a day as per menu, which may be agreed upon in writing from time to time between the Caterer and the Office of Dean of Students Welfare and kept displayed in the hostel / mess as the case may be under the seal & signatures of Dean of Students Welfare.
19. The present number of Students is approximately 2500 which may increase further. Apart from the catering needs of the regular students, there will be official programmes, seminars / conferences for which catering services may be required from the caterer for which separate rate quotations have to be submitted by the caterer.
 - i) The caterer will supply meals of wholesome quality and sufficient or specified quantity, as the case may be, to the residents of the Hostels of the University and also local and other guest participants for whom arrangements for stay have been made in the Hostel and to the University staff as per the menu prescribed from time to time. The current Menu applicable in this regard is enclosed as Annexure-C.
 - ii) Tea / snacks / meals to the students are to be served in the dining hall only.
 - iii) Periodic menu shall be decided by the respective Hostel Mess Committees. The Caterer shall follow the time schedule for opening and closing of the Mess each day as may be specified by the Dean of Students Welfare.
 - iv) List of indicative brands of items to be used is enclosed as **Annexure-D**.

20. The successful tenderer/caterer has to pay a Royalty @ 3% of the total monthly bill/payment for the period of the contract which shall be deducted directly from the monthly payment of the mess bill of theCaterer.
21. The successful tenderer/caterer shall deposit an additional Security Deposit amounting to Rs. 5,00,000/- (Rupees Five Lakh only) in the shape of Demand Draft, which shall make a total security deposit of Rs. 10,00,000/- (Rupees Ten Lakh only) alongwith amount of EMD to be treated as Security Deposit for due fulfillment of the contract for mess service. No interest will be given on the security deposit. Any penalty / fines / compensation due from the catering contractor shall be deducted from the routine payments or otherwise from the Security Deposit. The Security Deposit subject to deductions will be refunded three months after termination or expiry of contract.
22. The Caterer will make arrangements for hygienic storage and cooking of food and service in the dining hall. He will ensure that the kitchen / dining hall(s) are kept clean andtidy.
23. The Contract shall be for a period of two (02) years w.e.f. 01st Aug 2021 to 31st July 2023 or upto end of academic session (2022-2023). The Competent Authority, SMVDU, subject to its satisfaction may consider the extension of the period of contract in the larger interest of the students and theUniversity.
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 theCaterer.
25. It shall be the responsibility of the Caterer to constantly maintain the quality of the mess food, its preparation in accordance with the menu, which may be agreed upon in writing from time to time between the Caterer and the Dean of Students Welfare, SMVDU for the respective Hostel messes. The scope of work for providing mess services in the University hostels is enclosed as **Annexure-E**.
26. That no amount shall be deducted from the mess fee of the student(s) of various hostels by the University at the time of monthly payment to the Caterer on the agreed rates except in case where the students are on notified authorized absence from the Campus for a period exceeding ten days at a one spell for which prior intimation shall be furnished to the Caterer by the Dean of Students Welfare or concerned Wardens as the case may be. However, no payment during the notified summer / winter break shall be made to the Caterer by the University but the Catering Services availed by the students during notified summer / winter breaks or otherwise shall be borne by them out of their own pocket and no claim of the Caterer on this count shall be entertained by theUniversity.
27. The Caterer shall observe proper working hours as may be notified by the Dean of Students Welfare from time to time including the summer / winter breaks and shall keep himself or his authorized representative available at the venue during the workinghours.
28. 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 Dean of Students Welfare in regard to the operation and maintenance of the University premises. The Caterer shall provide all such kitchen equipments/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 theUniversity.
29. It shall be the responsibility of caterer to maintain and upkeep all the machinery and other equipments including items of furniture and fixture provided in the respective Student's Hostel Mess premises and any repair/replacement in this regard shall required to be immediately intimated to the Dean of Students Welfare/University Engineer for requisite repairs. However, in case any damage to the machinery and other equipments including items of furniture and fixture if found to be on the part of caterer or its workforce then a suitable penalty for the

repair/replacement shall be deducted from the monthly bill or security deposit.

30. The responsibility of upkeep, maintenance and repairs of the Cold Storage units in the hostels shall be entirely on the caterer.
31. 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.
32. The Dean of Students Welfare, 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. 50000/- on the Caterer on each such occasion on the recommendation of Dean of Students Welfare, 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.
33. 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 mess services contract so awarded.
34. The successful tenderer who may be awarded the contract for Mess 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.
35. 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 month notice and clearing all dues if he is not willing to continue the contract.
36. The Caterer shall maintain and upkeep cooking gas cylinders of commercial category in all the student's Hostel messes and shall also abide by all governmental instructions in this behalf.
37. 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, equipments and other belongings.
38. The Caterer shall engage well behaved experienced staff for working in the Mess 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 Dean of Students Welfare, SMVDU whose decision in this regard shall be final and binding.
39. 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.
40. The Caterer shall ensure that all the mess workers wear proper uniforms and identity cards during the mess service in the University. He will also ensure that the cooking area / mess premises is not used as a residence of the workers.
41. The Caterer shall not do any act or omission which may be prejudicial to the interests of the University.
42. The Caterer shall not construct, raise or modify any structure, temporary or permanent in or

around the Mess premises, without the prior written permission of the University.

43. 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.
44. 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 University being made liable for any expenditure or otherwise on this account, the same shall be recoverable by the University from Caterer.
45. 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.
46. The liability/responsibility in case of any accident causing injury/death to mess worker or any of his staff shall be of the Caterer.
47. The workers of the Caterer shall be of good character and of sound health and should be above 18 years. Responsibility of antecedents of his workers shall lie with the Caterer.
48. The University shall provide chairs and tables and water coolers for the dining halls. All other furniture and equipment required for satisfactory performance of this contract will be arranged by the Caterer/s. The Hostels are already equipped with Refrigerators / cold storage for storing food in the University, all other equipments, machinery, cutlery & other requirements will be arranged by the caterer.
49. The Caterer will be allowed the use the kitchen and dining hall with furniture in various hostels for discharge of the contract. The Caterer will use this space only for persons actually working in the kitchen, dining hall for providing services under this contract. The Caterer shall not make or cook any meals(s) in the premises of the University for supply to any persons(s) outside the University other than the students, guests and the staff of the University.
50. The Caterer shall make good any damage caused to the space, furniture fitting equipment of the University that is 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.
51. Facilities to be provided by SMVDU to the mess:
 - i) Dining halls with adequate furniture.
 - ii) Kitchens with Stores.
 - iii) Water.
 - iv) Electricity.
52. The furniture 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 and damage of the furniture by its staff.
53. 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 any

right 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.

54. 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.
55. The Caterer shall maintain an inspection book as prescribed by the Dean of Students Welfare, SMVDU which will be made available to Supervisory staff of the SMVDU. Any fault / observation recorded therein shall be attended immediately.
56. Bill for providing catering services may be raised monthly with a Certificate from the Dean of Students Welfare, SMVDU for the purpose of verifying the number of students in each hostel along with a Certificate of satisfactory quality / service of the food consumed.
57. The Caterer shall also submit the Police verification report of all his workers to the Dean of Students Welfare, SMVDU who he intends to employ to execute the work of providing Mess services.
58. 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.
59. 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 SMVDU University.
60. On expiry of the contract, the caterer shall vacate the premises of the University immediately and handover the charge of equipment etc. peacefully to the officer nominated by the Dean of Students.
61. If any question or dispute arises to the interpretation or violation of any of the terms and condition of this contract, the matter will be referred to the sole arbitration of an Arbitrator appointed by the Vice Chancellor, SMVDU whose decision shall be final and binding on the parties.
62. 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.
63. 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 Firm:M/s_____

Amount of Demand Draft as EMD (with number and date): _____

Name of Bank /Branch:_____

S. No.	Particulars	Page No
1.	Professional experience for providing Mess Service in student hostels or in similar environment like Universities, Industrial Sector, hotels of repute etc. duly supported with documentary proof.	
2.	Copies of license from concerned Municipal Authorities, etc. as registered caterer.	
3.	List of work force engaged by the Firm as on date.	
4.	Copies of Registration for GST and the Govt. Labour Department, etc.	
5.	Annual turnover of the Firm for the last three years ie. 2017-18, 2018-19 & 2019-2020, supported by Balance Sheet, Profit & Loss Account duly authenticated by a Chartered Accountant, copies whereof to be enclosed.	
6.	Income tax return for the last three years alongwith a copy of PAN card of the Firm.	
7.	Cumulative turnover for the last consecutive three (03) year wise. 2017-18,2018-19 & 2019-2020.	

*(FY 2020-21 is eluded considering online classes at Academic institutions due to Covid-19)
(Copies of documentary proof must be furnished in support of the above).

Additional pages, if needed, may be used.

For & on behalf ofM/s_____

(Authorized Signatory)

Name_____



श्री माता वैष्णो देवी विश्वविद्यालय

Shri Mata Vaishno Devi University

Kakryal (Katra)–182320

Financial Bid

Name of Tenderer: _____

The Registrar
Shri Mata Vaishno Devi University
Kakryal, Katra

Sir,

We, M/s _____ having office at _____ hereby submit our tender for providing Hostel Mess Service at Shri Mata Vaishno Devi University, Kakryal, Katra. Our rates for providing the Mess Services shall be as under:

Rate per day / student:Rs. _____ (in words) including Royalty @ 3% plus GST as applicable for the prescribed Menu enclosed as Annexure-C with the tender document.

We affirm that we have read and fully understood the nature of job and the terms & conditions relating to this tender and agree to abide by the same.

In case of selection of our firm for providing Hostel Mess Service at SMVDU Campus, we will execute an agreement with the SMVDU within period as may be prescribed by the University and that we shall also be bound by all such terms and conditions laid therein, which might be subsequently incorporated in the agreement to be signed by us.

If we contravene any one of the conditions of the agreement, we shall not have any objection to the forfeiture of our Earnest Money and Security Deposit alongwith extinguishing of our right to continue the assignment entrusted to our firm.

For & on behalf of M/s _____

(Authorized Signatory)

Name _____

MESS MENU

Days	Breakfast	Lunch	Tea & Snacks	Dinner
Monday	Bread butter, Dalia, Tea, coffee, Milk And fruits	Rajma, Seasonal vegetables, Curd (1 Katori), Rice and Chapati	Noodle, Sauce, Tea	Mix Dal {moongi+masur}dal, seasonal veg, salad and Gulab Jamun (1 Pc)
Tuesday	Poha'black chana, tea, milk and coffee	Arhar dal, aloo beans, salad, rice, chapati and custard	BhakarKhani (1 Pc.) + rusk, Tea	Dal Makhani, Seasonal Vegetables,Rice, Chapatiand Salad
Wednesday	Methiprantha + nutria tea, milk, coffee& fruits	Kadi Pakora, Seasonal vegetables with Green Chutney, Rice, Chapati and Salad	Veg-soup, sprouts/Tea	Palak {paneer/kabuli chana / matar paneer/chilli paneer, Masoor dal and Gulab Jamun (1 Pc)
Thursday	Puri {plain/palak/tomato}+ Aloo Sabzi, Tea, Milk, Coffee and fruits	Black chana, aloo chokha, curd, rice and chapati	Tea and macroni	Mix vegetable, Dhuli moong dal, chapati, salad, butter roti
Friday	Chana masala, prantha, tea, Milk, coffee and fruits	Chana dal, seasonal veg, ambal, salad, rice and chapati	Tea & fan {1}	Rajma, seasonal veg, rice, chapati, Salad, Phirni/kheer
Saturday	CholayBhatura with lassi / milk, Tea& coffee	Khichdi, seasonal veg, curd, papad, rice andchapati	Mix Pakora with Tomato Sauce andTea	Tomato paneer, Arhar dal, rice, chapati, salad and Jalebi
Sunday	Prantha {aloo+pyaj} with curd and Butter {1 piece),Tea	Palao, White Chana, Curd and Chapati	Samosa/ white matar, Tea	Maa-chana, seasonal veg, rice, chapati, kheer/sevaiand salad

Annexure-D

SHRI MATA VAISHNO DEVI UNIVERSITY, KATRA (J&K)

List of indicative brands of items to be used in Mess Services

S.No	Item(s)	Brand
1	Milk	<i>Surya</i> /Amul/Verka
2	Bread	Britannia/Harvest/Bonn
3	Butter	Amul
4	Jam	Kissan
5	Tomato Sauce	Kissan / Maggi
6	Chilli Sauce	Kissan / Maggi
7	Tea /Tea Bags	Taj Mahal /Nestle / Tata Tetley / Brook Bond
8	Coffee	Nescafe / Bru
9	Refined Vegetable Oil	Sundrop /Vital /Sunflower / Dhara / Fortune
10	Vanaspati Ghee	Dalda / Rath
11	Mustard Oil	Kanodia /Patanjali / Bawarchi / Sagar / P Mark
12	Rice	Medium quality Basmati variants/AA
13	Sugar	Good quality
14	Atta /maida / besan	Agmark brand / Amar
15	Pulses	Good quality
16	Spices	Seasonal fresh quality
17	Fruits /Vegetables	Seasonal fresh quality
18	Salad	Seasonal items consisting of green vegetables
19	Ice Cream	Mother Dairy / Kwality / Amul

Scope of Work

1. The work shall include providing of good / fresh and hygienic vegetarian food viz. breakfast, lunch, evening tea with snacks and dinner (Buffet service) at the dining halls of the Student hostels, messes.
2. There are seven number of student hostels having a mess inside in all the hostels.
3. Scope of work includes preparation of food and service of breakfast, lunch, evening tea with snacks and dinner for students as per menu suggested / prepared by Mess Committee.
4. The approximate number of students is 2500.
5. The food to be prepared in clean, hygienic and safe conditions as per menu suggested / prepared by Mess Committee.
6. The kitchen, dining hall, hand wash area, dishwash area etc. will be washed with water and soap solution and moped after every meal and will be disinfected thrice a month.
7. The garbage collected from kitchen, dining halls, dish wash area will be disposed off every morning as per directions issued by the Dean of Students Welfare, SMVDU in this regard. The surrounding shall be kept neat, clean and hygienic.
8. High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls of student hostels along with adequate provision for flies / insect catchers.
9. After every meal all utensils shall be cleaned in soap solution and hot water and dried and kept ready for next meal.
10. The leftover food shall be properly disposed of after every meal each day and under no circumstances the leftover or cooked food shall be served in the next meal.
11. Water coolers and purifiers should be cleaned and maintained as per instructions by the Dean of Students Welfare, SMVDU.
12. The Contractor shall provide requisite crockery and cutlery of good standard / make. For cooking and serving tea, eatables etc. they shall use their own utensils.
13. The Contractor will have to abide by the rules & regulations and conduct decided by the Dean of Students Welfare, SMVDU in consultation with the Mess Committee formed by the students.
14. The University reserves the right to award the allotment to one or more of the tenderer on the same rate.

LICENSE DEED

This Deed of Agreement is made on _____ day of _____ at _____ between Shri Mata VaishnoDevi University (SMVDU), Kakryal, Katra through its Registrar, herein after referred to as Licensor-Party of the FirstPart.

AND

M/s _____ (name of the firm & address) through its authorized signatory _____ (name of the owner), herein after referred to as Licensee-Party of the SecondPart.

The Licensee has agreed to operate and provide the Mess Services to the Students, Faculty/Staff, etc. of the University at _____ Hostels in SMVD University Campus, Kakryal, Katra on the terms and conditions appearing hereunder:

On behalf of SMVDU, the Licensor has agreed to grant Leave and License to the Licensee for usage of University buildings to operate the Mess Services for the Students, Faculty/Staff, etc. of the University at _____ Hostels in SMVD University Campus, Kakryal, Katra for a period of two (02) years as per Award of Contract issued vide no. _____ i.e. w.e.f. _____ on the terms and conditions mentioned herein under:

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE IN UNDER AS FOLLOWS:

1. That the Licensor hereby permits the Licensee to use the University buildings for running Mess facilities for the Students, Faculty/Staff, etc. of the University at _____ Hostels in SMVD University Campus for a period w.e.f. _____ 2023.
2. That the catering service to be provided by your firm during the period of Contract shall cover breakfast, lunch, evening tea and dinner in a day as per menu, which may be agreed upon in writing from time to time between your firm and the Dean of Students Welfare, SMVDU @ Rs. _____ (Rupees _____) including royalty @ 3% on base price and GST as applicable per day per student. However, the amount of Royalty @ 3% shall be deducted from the monthly payment of the Mess bill. There shall be no upward revision of above rates during the currency of the catering contract (except the variation in GST as notified from time to time). The bill submitted to the University for payment should contain the base price, royalty and GST (as applicable).
3. That the additional Security Deposit amounting to Rs.5,00,000/- (Rupees Five Lakh only) in the form of Demand Draft deposited by the Licensee including the Earnest Money Deposit shall make a total Security Deposit of Rs. 10,00,000/- (Rupees Ten Lakh only), which shall be treated as Security Deposit for due fulfillment of the Contract for providing Hostel Mess Services. No interest will be allowed on the Security Deposit. Any penalty/fines/compensation due from your firm shall be deducted from the routine payments or otherwise from the Security Deposit. The Security Deposit subject to

deductions will be refunded three months after termination or expiry of contract.

4. That the Licensor shall provide adequate facilities of furniture, electricity, water, kitchen and stores in the licensed premises to the Licensee.
5. That the Licensee 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.
6. That no amount shall be deducted from the mess fee of the student(s) of various hostel(s) by the Licensor at the time of monthly payment to the Licensee on the agreed rates as mentioned in clause-2 above except in case where the student(s) are on notified authorized absence from the University campus for a period exceeding ten (10) days at a one spell for which prior intimation shall be furnished to the Licensee by the Dean of Students Welfare or concerned Warden(s) as the case may be. However, no payment during the notified summer/winter break shall be made to the Licensee by the Licensor but the Mess Services availed by the students during notified summer/winter breaks or otherwise shall be borne by them out of their own pocket and no claim of the Licensee on this count shall be entertained by the Licensor.
7. That the Licensee shall strictly observe and follow the Mess Menu while providing Mess Services to the Students at various Hostels at SMVD University Campus. However, the Dean of Students Welfare, SMVDU shall be authorized to notify the modification(s), as may be required from time to time in the Mess Menu alongwith Brands of products/items to be used in the Students Hostel Messes.
8. That the Licensee shall observe proper working hours as may be notified by the Dean of Students Welfare, SMVDU from time to time including the summer/winter breaks and shall keep himself or his authorized representative available at the venue during the working hours.
9. That the Licensee will comply with all such instructions that may be issued to him by the Licensor through any of its functionaries, including the office of Dean of Students Welfare, SMVDU in regard to the operation and maintenance of the University premises. The Licensee shall provide all such kitchen equipments, material, eatables, etc., as may be required for effective operation of the mess services as may be communicated to him by the functionaries of the University.

10. That it shall be the responsibility of the Licensee to maintain and upkeep all the machinery and other equipments including items of furniture and fixture provided in the respective Student's Hostel Mess premises and any repair/replacement in this regard shall required to be immediately intimated to the Dean of Students Welfare/University Engineer for requisite repairs. However, in case any damage to the machinery and other equipments including items of furniture and fixture if found to be on the part of Licensee or its workforce, then a suitable penalty for the repair/replacement shall be deducted from the monthly bill or security deposit.
11. That the Licensee shall maintain and upkeep cooking gas cylinders of commercial category in all the student's Hostel messes and shall also abide by all governmental instructions in this behalf.
12. That the Licensee shall not cause any loss or damage to the property of the Licensor and shall be responsible to compensate the Licensor for any such loss and damage. However, the Licensee shall be personally responsible for his machinery, equipments and other belongings.
13. That the Licensee shall engage well behaved experienced staff for working in the Mess and the Licensee shall be responsible for their work, behaviour and conduct. If at any time, the work/behaviour of any such employed staff of the Licensee is found to be unsatisfactory, the Licensee shall be liable to remove such a person immediately when ordered to do so by the Registrar, SMVDU whose decision in this regard shall be final and binding.
14. That the Licensee shall take all precautions that all persons engaged by him to do any work for mess services are courteous, civil, sober, honest and free from any virulent or contagious disease(s). The Licensor may ask the Licensee to produce the following:
 - a) Medical fitness certificate from the authorized Medical Officer of the Licensor and
 - b) Character Certificate from Police for all persons engaged by the Licensee in performance of the agreement.
15. That the Licensee shall ensure that all the mess workers wear proper uniforms and identity cards during the mess services in the University. The Licensee shall also ensure that the cooking area/mess premises is not used as a residence of the workers.
16. That the Licensee shall not do any act or omission which may be prejudicial to the interests of the Licensor.
17. That the Licensee shall not construct, raise or modify any structure, temporary or permanent in or around the Mess premises, without the prior written permission of the Licensor.
18. That the permission/leave/license granted hereunder in favour of the Licensee i.e. _____ (name of the licensee) shall not create any tenancy, lease and otherwise other interests or other right on the property in favour of the Licensee nor it is the intention of the parties. The present arrangement is only a temporary permission granted in favour of the Licensee for a period mentioned herein above and subject to the performance/observance of the other conditions as may be communicated to the Licensee by the Licensor. The licensed space shall always remain under actual control and possession of the Licensor.
19. That the Licensee 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 Licensor being made liable for any expenditure or otherwise on the account, the same shall be recoverable by the Licensor from the Licensee.
20. That the Licensee 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.

21. That the liability/responsibility in case of any accident causing injury/death to mess worker or any of the staff engaged by the Licensee shall be of the Licensee.
22. That breach of any of the clauses of this License shall result in the termination of the License by the Licensor without prior notice.
23. That the Dean of Students Welfare, 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 Licensor may impose a fine subject to a maximum of Rs. 50000/- on the Licensee on each such occasion on the recommendation of Dean of Students Welfare, SMVDU. Such fines will be deductible from the Security Deposit or any amount due to the Licensee, if not sooner paid by the Licensee. In case of continuous defect or deficiency in the service by the Licensee, the Licensor may also terminate the Contract.
24. That notwithstanding to any provision in this agreement, if the Licensee violates any norms, rules or acts in any way prejudicial to the interests of the Licensor or to the environment at the Campus, this agreement shall stand cancelled without assigning any reason to the Licensee by the Licensor. In case of cancellation of this agreement, the Licensor shall forfeit the Security Deposit and all such decisions shall be final and binding on the Licensee.
25. That the rest of the terms and conditions as provided in the Notice Inviting Tender shall be read and construed as forming part of this Agreement for providing Hostel Mess Service at SMVDU University.
26. That in the event of any doubt or dispute arising between the Licensor and the Licensee hereto in respect of or touching of these presents or for determination of their or any of their duties, rights, claims, obligations or liabilities during the continuance of this License Deed or thereafter, the same shall be referred to the arbitration by sole Arbitrator to be appointed by the Hon'ble Vice Chancellor of the SMVDU. The arbitration would be conducted and governed by and under the provisions of "Arbitration and Conciliation Act, 1996" as amended from time to time. Any legal dispute shall be subject to the jurisdiction of Jammu District Courts only and no other Court shall have the jurisdiction.

In witness whereof, the parties to this deed named above have put their signatures on _____ day of July, 2021 at _____.

Party of the First Part (Licensor)
(Registrar, SMVDU)

Party of the Second Part (Licensee)
(_____).

Witness:

1. _____
S/o _____

2. _____
S/o _____

Witness:

1. _____
S/o _____

2. _____
S/o _____

