

SHRI MATA VAISHNO DEVI UNIVERSITY

KAKRYAL, KATRA-182320 (J&K)

ENIT No. SMVDU/Engg/Tenders/25/102

Dated : 03-09-2025

E-NIT FOR ALLOCATION OF PREMISES FOR RUNNING EATERY CUM SWEET SHOP AT SHRI MATA VAISHNO DEVI UNIVERSITY CAMPUS

Shri Mata Vaishno Devi University, Kakryal. Katra-182320 (J&K) invites tenders through J& K Tender Portal on **item-rate basis** from suitably experienced firms/ vendors having experience of (at least 03 years) for successful running of the Eatery cum sweet shop preferably in reputed educational / other institutions (Govt. / Pvt.) for allotment of premises located at Shri Mata Vaishno Devi University Campus on Leave & License basis for the period of 3 years, which can be extended further for a period of 2 years based on the satisfactory performance on payment of license fee, as fixed by SMVDU. The e-NIT consisting of qualifying information, Eligibility Criteria, Specifications, Set of Terms & Conditions of contract and other details can be seen / downloaded from the Website: - <http://jktenders.gov.in> & on SMVDU website www.smvdu.ac.in as per following:

SECTION 1

Brief details and Critical Details of Tender

a) The brief details of the tender are as under

S. No.	Description	ENIT Details
1.	University Name	Shri Mata Vaishno Devi University
2.	Tender No.	SMVDU/Engg/Tenders/25/102 dated 03-09-2025
3.	E- Tender Subject	E-NIT FOR ALLOCATION OF PREMISES FOR RUNNING EATERY CUM SWEET SHOP AT SHRI MATA VAISHNO DEVI UNIVERSITY CAMPUS
4.	E- Tender Type	E-NIT
5.	Earnest Money Deposit	Rs. 75,000/- (Rupees Seventy Five Thousand only)
6.	EMD / Bid security payable to	EMD of Rs. 75,000/- to be deposited online in the University Bank A/c No. SB-0477040520000029, IFSC Code JAKA0SMVDUN of J&K Bank Ltd., in favour of "SMVDU Retention Money" (Proof of remittance to be uploaded) OR in the Shape of FDR / CDR pledged to Registrar SMVDU (copy of instrument is to be uploaded).
7.	Tender fee (non – refundable)	Tender fee:- Rs. 600/- (Rupees Six Hundred only) University Account Details for deposition of the tender Bank Name: The Jammu and Kashmir Bank Ltd. Account Title:- Registrar, SMVDU Account No:- 0477040100000023 IFSC Code:- JAKA0SMVDUN Branch:- SMVDU

8.	Availability of tender document	Tender document can be viewed and downloaded from JKUT e-tendering portal http://jktenders.gov.in and SMVDU website www.smvdu.ac.in
9.	Contract period	3 Years (extendable by two years)
10.	Validity of bids	120 days from the date of opening of bids
11.	Tender Inviting authority	Registrar SMVDU, Kakryal, Katra, Dist. Reasi – 182320, email id- registrar@smvdu.ac.in
12.	Contact Details	01991-285524 Extn. 2102 Fax no. 01991-285732

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

S.No.	Particulars	Date & Time
1	Publish date and time	03-09-2025 1500 hrs
2	Document Download Start Date & time	03-09-2025 1500 hrs onwards
3	Document Download End Date & time	24-09-2025 1500 hrs
4	Online Bid submission Start Date & Time	03-09-2025 1500 hrs onwards
5	Online Bid submission End Date & Time	24-09-2025 1500 hrs
6	Bid Opening Date & Time	25-09-2025 1500 hrs

Sd/-
Registrar, SMVDU

The details of the shop are as below:

Shop No.	Nature of business	Quarterly License Fee (excluding GST)
5	Allocation of premises for running Eatery cum Sweet shop in SMVD University Campus Size: (17' 9" x 12')	Rs. 23004/-

*GST will be applicable as per government rates. In addition, the electricity and water charges (if any) are to be paid to the University as per actual usage on approved rates.

GUIDELINES/INSTRUCTIONS FOR THE BIDDERS

1. The firm/vendor will be required to submit the Tender through J & K Tender portal their offers/bid of Sweet and Rate List of all the items to be provided by them along with the offered discount. Before submission of the Tender, the firms/vendors, in their own interest, are advised to satisfy themselves in respect of the site/road conditions as the SMVD University shall bear no responsibility for lack of acquaintance of the site and other conditions related to running the abovementioned shop within the University premises. The consequences of the lack of knowledge, as aforesaid, on the part of the firms/vendors shall be at their own risk & responsibility.
2. Individuals/ Companies/ Private Firms / Vendors, who are defaulters / blacklisted with SMVDU shall not be eligible to participate in the bidding Process.
3. Bidders are required to submit bids by e-Tendering process only i.e www.jktenders.gov.in, not later than the date and time laid down for the bid submission.
4. The University reserves the right to accept / reject, at any stage of the process, any or all tenders submitted in response to this invitation for Tenders and / or to modify the process at any time without assigning any reason whatsoever and without any obligation or liability whatsoever.
5. The bidder for allotment of premises for Eatery cum sweet shop shall be finalized on the basis of overall lowest quoted rates in respect of items quoted in BoQ. Moreover, the bidder shall quote his rates for all the items mentioned in the BoQ. Partial quoting of rates of the items in BoQ shall lead to disqualification of the bidder.
6. That the firm/vendor will be required to operate the abovementioned shop between 9.00 a.m. to 9.00 p.m. or as may be notified by the University Authorities from time to time. Use of space beyond official timings approved should be only for special purposes (like receiving goods, inventory, disinfestations, etc.).
7. The firms/vendors shall be required to submit EMD amounting to Rs. 75,000/- (Rupees Seventy Five Thousand only) through online mode in the designated University account or in the Shape of FDR / CDR pledged to Registrar SMVDU (copy of instrument is to be uploaded) along with the technical bid. The EMDs of unsuccessful bidders shall be released after selection of successful bidder. The EMD of successful bidder shall be released after completion of leave and license period.
8. That the Licensee , at the stage of operating the business shall provide the items to the customers as per the BoQ. The approved rate list shall be conspicuously displayed by the firms/vendors at the licensed shop, rate list of items to be provided by the Licensee will be made only after prior approval of the Competent Authority.
9. That the duration of the License Deed shall be for a period of three (03) years. The above period may be extended further for the period of 2 years, subject to satisfactory performance of services rendered on the part of Licensee, in the larger interest of students and the University and revision of license fee.
10. That the Licensee shall be required to execute an agreement with the University on a non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only) within a period of fifteen (15) days from the date of allotment of the shop(s), failing which, the University shall be at liberty to forfeit the Security Deposit and proceed to appoint another firm/vendor as it may deem fit.

11. Facilities to be provided by SMVDU:
 - i) Premises on the license fee basis
 - ii) Water as per Jal Jeevan Mission rates
 - iii) Electricity as per electronic meter on commercial rates (SERC approved rates)
12. The Licensee shall have to arrange its own storage cabinets / furniture etc. at their own cost and the Licensee shall be liable to pay electricity and water charges and other taxes/levies and cesses on monthly basis that may be imposed by the Government or any other authority on the trade carried on by them on the licensed shop from time to time and the License Fee on quarterly basis in advance.
13. That the Licensee shall not sublet the licensed shop(s) allotted by the University or enter into agreement with any other party to run the business at the said licensed shop implicitly/explicitly failing which, the License Deed shall stand cancelled and the decision of the University in this regard shall be final and binding on the firms/vendors.
14. That the Licensee shall have to make their own arrangements for safe storage of materials and accommodation for his staff etc. No employees/workers of the Licensee shall be allowed to reside in the licensed shop.
15. That the Licensee shall use the licensed shop(s) exclusively for the purpose they have been allotted by the University. The use of the licensed shop(s) for other purposes will lead to the cancellation of the License Deed.
16. That the Licensee shall install Point of Sale Terminal (POS terminal) for accepting payments through digital mode such as Debit/Credit Cards and other non-cash modes of payment at the licensed shop.
17. That the Licensee shall ensure the applicability of rates as per the list enclosed, and also ensure that proper and valid bills be issued to the students/customers against each sale provided at the licensed shop.
18. That the Licensee shall not carry any offensive trade or business or activities in the licensed shop or anything which may operate as a nuisance in and around the licensed shop including operating/playing of music system, etc.
19. That the Licensee shall not make any addition or alteration to the building of the licensed shop or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the University in this behalf.
20. That the usage of plastic bags shall not be permitted during operation of the business in the University Campus. Cloth bags should be made available for users. Use of paper bags/plates/cups, etc. is encouraged.
21. That the Licensee shall keep the licensed shop(s) as well as the surroundings of the University building neat and clean at his own costs and will keep sufficient number of dustbins for the purpose and observe proper hygienic conditions. The firms/vendors shall be required to dispose-of the garbage and waste as per the norms notified by the University from time to time.
22. That the Licensee shall also conduct pest/rodent control regularly in the licensed shop(s) at their own cost. The firms/vendors shall also ensure that the floor and the walls of the licensed shop(s) shall be washed with an effective disinfectant so as to keep the licensed shop(s) free from all insects.

23. That the Licensee shall maintain the Safety Standards and shall take appropriate fire safety measures at the licensed shop(s) at their own cost and vendor install fire extinguisher in the allotted shop. The University will not be responsible for any damage occurred due to fire in the allotted premises.
24. That the University will not be responsible for any theft within the allotted premises. It will be the liability of the Licensee to make necessary arrangements within the allotted premises viz. CCTV Camera(s).
25. That the Officials authorized by the Competent Authority shall, inspect the licensed shop(s), quality of items & service for sale provided, sanitation and other arrangements, overcharging of rates etc. from time to time. In case of any complaint received regarding violation of above, the concerned officer(s) shall be authorized to impose a fine subject to a maximum of Rs. 5,000/- (Rupees Five Thousand only) for each occasion or may even recommend for cancellation of the permission granted in favour of the firms/vendors to operate the business.
26. That the Licensee shall ensure that no products shall be sold from the premises which are prohibited to be sold within the premises of an educational institute including the provisions made under the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
27. Licensee shall ensure that Fire prevention system such as fire extinguishers are installed in the allotted premises especially in storage areas and near electric panels.
28. Licensee shall not be allowed to do any changes in the electrical/ civil infrastructure in the allotted premises. In case any additional changes are required that should only be authorized by the Engineering Wing of the University. Licensee shall ensure regular servicing of the all electrical equipments that can cause damage or wear & tear that might be the potential fire hazards.
29. Licensee and their workers should be trained on fire protection, use of fire extinguishers, evacuation drill and identification and reporting of hazards/ incidents.
30. **TERMINATION / REVOCATION OF AGREEMENT DEED:**
 - (i) The Licenser shall have the right to terminate the license by giving one month prior notice in writing. In the event of termination / revocation of this deed, the Licenser shall be under no obligation to give any reason for his decision to put to an end the license granted. In the event of termination / revocation of the Agreement / License Deed, the Licensee agrees it shall have no claim of any nature / kind against the Licenser.
 - (ii) The Licensee may surrender the licensed premises to the Licenser during the subsistence of license period by serving three months notice to the Licenser communicating his intention to surrender the premises. The Licensee will, however, be liable to pay license fee for the period of notice even if he surrenders the premises before the expiry of 3 months. On receipt of notice /intimation from the Licensee of his intention to surrender the premises before the expiry of license as stated above, it shall be lawful for the Licenser to re-auction / allot the licensed premises to some other person / persons upon such surrender.
31. That the Licensee shall ensure that its employees/workers/labourers etc. strictly refrain from smoking of cigarettes or use of any kind of tobacco products or pan chewing

or consumption of alcohol within or around the space allotted to it or anywhere else in the University Campus, otherwise, a fine of Rs. 5,000/- will be imposed for each such act or termination of the Contract.

32. That the Licensee shall take all precautions that all persons engaged by it to do any work for services are courteous, civil, sober, honest and free from any virulent or contagious disease(s). The firms/vendors shall produce (a) medical fitness certificate from the authorized Medical Officer and (b) **character certificate from Police, for all persons engaged by the firms/vendors including their own in performance of the license deed.**
33. That the Licensee shall be responsible for the work, behaviour and conduct of the workers engaged by it and if at any time, the work/behaviour of any such employed staff of the firm/vendor is found to be unsatisfactory, the firms/vendors shall be liable to remove such a person immediately when ordered to do so by the Competent Authority, whose decision in this regard shall be final and binding.
34. That the Licensee shall ensure that all the persons engaged by it are well instructed/trained.
35. 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 in respect of its employees/work force engaged for operationalization of the business in the licensed shop(s).
36. That in case the Licensee commit any violation or breach of any conditions including timely payment of license fee/legal or contractual obligations/covenants of the License Deed, it shall be lawful for the University to revoke/terminate the license and call firms/vendors to surrender the allotted shop(s) and to remove their belongings forthwith.
37. The University shall permit the firm to use the premises for the specified purpose for the duration of the contract. The period shall be for 3 years and extendable for another 2 years at the sole discretion of the University Authorities only on satisfactory performance / service by firm. **The bidder in lieu of being permitted to use the premises / location of the SMVDU shall pay offered license fee to SMVDU plus GST as applicable in advance on quarterly basis and electricity bill & water charges on monthly basis. The EMD of successful bidder / Licensee shall be released at the end of expiry of the agreement / license deed. The EMDs of the unsuccessful bidders shall be released after selection of successful bidder.**
38. The successful firm/ vendor shall be liable to pay licence fee/ rent with 20 % hike on the fixed license fee, after successful completion of each contract year.
39. That in the event of revocation/termination of the License Deed, the firms/vendors agree that they shall have no claim of any nature/kind against the University. The firms/vendors shall remove their belongings without any let and hindrances on the day the period of License Deed ends or it is revoked/terminated. The Licensee shall also have a right to put an end to the License Deed by serving three (03) months prior notice in writing if it does not want to continue with the arrangement.
40. That on the revocation/termination of the License Deed, the University shall have a right to re-enter and assume exclusive and absolute possession of the allotted shop(s) at once and deal with it in such a manner as it may deem fit and may even sell or

put to auction the goods left on the said shop(s) or forfeited therefrom. The University shall be entitled to belongings, out of the process of such sale, the amount due to the University from the firms/vendors on any account whatsoever.

41. The licensor will be at liberty to treat the following reasons as violation of agreement deed attracting monetary penalty of Rs. 5000/- (Rupees five thousand only) per violation on the basis of complaint received from the students/faculty/Staff/ etc. and verified to be of genuine nature by ADoSW (Boys & Girls) & DoSW, SMVDU for the purpose and its repetition shall invite revocation of license deed. The penalty on complaints shall be imposed for maximum of three times, thereafter the agreement deed shall be cancelled and the location may be allotted to some other agency.
- a) Non-maintenance of hygiene & cleanliness in and around the allotted location.
 - b) Complaint about quality and quantity or violation of Legal Metrology Rules, 2011.
 - c) Complaint about the misbehavior of the employees of the licensee.
 - d) Non-maintenance of personal hygiene by the employees of the licensee.
 - e) Non-availability of displayed items and item-rate list.
 - f) Complaint with regard to overcharging.
 - g) Non issuance of invoice to customer.
 - h) Improper disposal of waste generated from the licensed location.
 - i) Violation of any terms & conditions mentioned in the agreement deed.
 - j) Premises closed for more than three hours without prior permission.
42. Notwithstanding to any provision in this contract, if the successful Tenderer 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 Tenderer by the University. In case of cancellation of the contract by SMVDU, the EMD of the Tenderer shall be forfeited.
43. 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.
44. The Licensee shall deposit quarterly licensee fee in advance within a week's time (07 days) of the start of the quarter failing which a penalty will be charged @ Rs. 1000/- per week of delay.
45. The monthly License fee for Eatery sum sweet Shop fixed by SMVDU is Rs 7668/- (Rupees Seven Thousand Six Hundred and Sixty Eight only) excluding GST.
46. For Any item to be sold other than items mentioned in the BoQ, prior permission / approval of the Competent Authority is required.

Sd/-
Registrar
SMVDU

Annexure-A**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/ Vendor: M/s_____

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

S. No	Particulars	Details	Proof Annexed at (Page No)
1.	Name of the Firm/ vender along with address		
2.	Registration Certificate of firm/ vendor		
3.	Aadhar Card		
4.	Tender Fee		
5.	EMD		
6.	Copy of PAN Card		
7.	Copy of GST, if applicable		
8.	Supporting document/s of successfully running Eatery cum sweet shop for at least 03 years preferably in reputed educational / other institutions (Govt. / Pvt.)		

*(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.....