

UNIVERSITY OF KASHMIR

Hazratbal Srinagar Kashmir- 190006

NAAC Accredited Grade A+

Notice inviting e-tender for running of STUDENT FRIENDLY DHABA services at following three dhabas in the Main Campus, University of Kashmir, Srinagar

- 1) *Dhaba-I behind Commerce Deptt.*
- 2) *Dhaba-II near HRDC, Naseembagh*
- 3) *Dhaba-III near Chemistry Deptt.*

Important Information

S. No.	Items	Description
1.	Scope of work	Running student friendly dhaba services in the Main Campus, University of Kashmir at following three dhabas 1) Dhaba-I behind Commerce Deptt. 2) Dhaba-II near HRDC, Naseembagh 3) Dhaba-III near Chemistry Deptt.
2.	Cost of bid document for each dhaba	Bank Draft of Rs. 1000/- drawn on any nationalized bank favouring Registrar, of Kashmir (non-refundable)
3.	Date of publishing of e-tender	25-11-2021
4.	Date of start of bid submission	25-11-2021
5.	Last date & time for upload/ submission of bids	09-12-2021 upto 2: 00 p.m.
6.	Date of opening of technical bid (online)	09-12-2021 2:30 p.m.
7.	Date of opening of financial bid	Will be communicated to bidders who qualify technical stage
8.	Bid security (Earnest Money Deposit)	Rs. 30,000/- as CDR / FDR favouring Registrar, of Kashmir for each Dhaba
9.	Performance Security by the successful bidder	CDR / FDR amounting to license fee of three months favouring Registrar, University of Kashmir
10.	Forming part of the bid document i. Bidders who fulfil the requirements as mentioned in this tender document shall be eligible to apply. ii. The bid can only be considered for evaluation after the deposition of original EMD in the University of Kashmir. In case of non- receipt of EMD, the bid will be rejected. iii. Bidder can upload documents in PDF format only.	
11.	List of documents to be scanned and uploaded in PDF format within the bid submission period i. CDRs/ FDRs on a/c of EMD and Tender Fee ii. PAN card iii. Certificate of GST Registration iv. Food Safety Registration Certificate v. Labour Department Registration vi. Affidavit vii. Compliance sheet viii. Technical Bid Proforma	
12.	Place of opening of bids online	Office Chamber of Registrar, University of Kashmir
13.	Annexures	Annexure-A: General Terms and Conditions Annexure-B: Technical Bid Proforma Annexure -C: Proforma for Affidavit Annexure -D: Menu/ rate list of permissible items Annexure -E: Compliance Sheet
14.	Address for communication	Asstt. Registrar, Estates University of Kashmir Hazratbal Srinagar-190006 Tel: 0194-2272057/ 2017

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Notice inviting e-tender for running of STUDENT FRIENDLY DHABA services at following three dhabas in the Main Campus University of Kashmir

- 1) *Dhaba-I behind Commerce Deptt.***
- 2) *Dhaba-II near HRDC, Naseembagh.***
- 3) *Dhaba-III behind Chemistry Deptt***

For and on behalf of University of Kashmir, e-tenders are invited for running student friendly dhaba Services at University of Kashmir, Hazratbal Srinagar for ordering and maintaining necessary food service supplies, selling food items initially for eleven months and extendable for a maximum of two terms of eleven months each, subject to licensee's satisfactory performance and hike in monthly license fee exclusively on the discretion of the licensor. The detailed eligibility condition, terms and conditions of the contract are given in Annexure-A. The rates are to be quoted as prescribed in BOQ.

Complete tender documents can be downloaded from the University of Kashmir website (<http://www.kashmiruniversity.net/tenders.aspx>). Information on issuance of corrigendum, if any, related to this tender will also be available on the same website. The submission of e-tenders shall be done through www.jktenders.gov.in

NIT of e-Tender shall be two stages, one is Technical Bid (Documents) and another is Financial Bid (BOQ). Bids shall be accepted only in online mode through www.jktenders.gov.in.

Bid Security/ Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand only) has to be submitted along with Technical Bid in the form of CDR/ FDR drawn on any nationalized bank in favour of Registrar, University of Kashmir, Srinagar. Bid Security should be valid for a period of 45 days beyond the final bid validity period. In case EMD is submitted late or not submitted at all, the bid will be considered unresponsive and incomplete and will be instantly rejected.

Bid Securities (EMD) of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest **on or before the 30th day after the award of contract.**

Any firm can participate in e-tendering of more than one dhaba but one firm/ person will be awarded only one dhaba.

All the documents forming part of technical bid shall be placed in one envelop superscripted with "**Tender for running of Dhabas**"

The University of Kashmir, Srinagar reserves the right to cancel any / all the bid(s)/ tender at any time / stage or relax/ amend/ withdraw any of the terms and conditions contained in the Tender Documents without assigning any reason thereof. Any query, after submission of the bid by the firm, shall not be entertained. In case of withdrawal of bid by the successful firm, the EMD will stand forfeited.

**Asstt. Registrar
Estates**

No: F(TenderDhaba)Est/KU/21

Dated: 23-11-2021

Annexure-A

A. ELIGIBILITY, TERMS & CONDITIONS, EVALUATION OF BID

A1. Eligibility Conditions

Following bidders/ firms will be eligible to submit the bid:

The bidder must be presently operating a cafeteria/ canteen in Jammu & Kashmir and having all documents regarding registration of the unit including FSSAI registration certificate.

A2 General Terms and Conditions

1. Person signing the bid or other documents connected with tender must clearly write his/ her name and also specify the capacity in which signing. The tender document must be filled in neatly and clearly. Incomplete or conditional tenders will not be entertained.
2. The rates must be written in figure as well as in words. Erasing and overwriting in the rates quoted will make the tender void.
3. University of Kashmir reserves the right to reject any or all the tenders without assigning any reason thereof.
4. The firm will have to enter into an agreement with University of Kashmir before taking possession of the dhaba and commencement of the dhaba work.
5. The firm will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Government of India in this regard from time to time. In the event of any food poisoning/ contamination, the firm will be held fully responsible and liable to other penal actions under the respective laws. The firm will ensure proper sanitation/ hygienic conditions in the premises and deploy person/s free from infectious diseases.
6. The firm shall be responsible for compliance of the Labour laws in respect of personnel employed by them. The firm shall be the employer for his workers and the University will not be held responsible fully or partially for any dispute that may arise between the firm and its workers.
7. The electricity facility to the unit will be provided by the University and charges as per meter reading shall be borne by the licensee.
8. The licensee will pay Water and sanitation charges @ Rs. 500/- and Rs. 400/- respectively to the University.
9. All utilities including kitchenware etc. will be borne by the contractor/ licensee.
10. The agreement/ contract has to be signed within 7 days of receipt of letter of intent with the University of Kashmir. Bid Security (EMD) of the successful bidder will be retained by the licensor and refunded only after the successful completion of contract.
11. The firm would be responsible for verifying antecedent of the persons deployed by them and a certificate to this effect shall be provided by the firm to University of Kashmir in respect of each staff member.
12. The Contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
13. The workers of the dhaba will vacate the premises of the building every day after the work is over and they will not be allowed to sleep in the office premises or otherwise utilize it in any other way after the working hours, unless their services are required to meet any exigencies.
14. The eatables will be served in neat and clean utensils and the dhaba staff must be in proper uniform at all times.
15. The selected firm can sell only those items (student friendly) and at the cost as are given in **Annexure D** to this document. There shall be a complete ban on use of single use plastic in all operations of dhaba. Use of other disposables may be discouraged.
16. The approved price of the eatables should be prominently displayed at the counter/ Notice Board in Dhaba preferably on a 2ft x 3ft flex banner. Also menu pamphlets should also be made available in the Dhaba, copy of which shall have to be provided for Estates Section for necessary action.
17. Watch and ward, security and cleaning of dhaba shall be the responsibility the firm. The garbage of the dhaba shall also be disposed off by the firm on daily basis. The firm shall ensure cleanliness of the dhaba all the time.
18. The firm shall be responsible for all damages or losses of University's property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.

19. It shall be the sole responsibility of the firm to obtain and keep ready necessary license/ permissions from various government bodies for running catering services and produce the same before the concerned authority as and when asked for. An undertaking to this effect has to be given by the firm.
20. Liability/ responsibility in case of any accident causing injury/ death to dhaba worker or any of their staff shall be of the firm. University shall not be responsible by any means in such cases.
21. The caterer is required to maintain the details of all his employees/ workers and a list of such employees along with their details should be provided to the University in the prescribe proforma. The firm will be responsible for payment of wages/ salaries and social security dues of all such employees. A quarterly certificate to this effect shall be submitted by the firm certifying all such dues such as PF, ESI etc have been paid for their employees
22. **Timings:** The dhaba shall operate from 9 AM to 8 PM on working days and from 10 AM to 5 PM on holidays/ Saturday/ Sunday would depend on the requirement of the senior officers.
23. The firm would be required to use only ISI/ Agmark/ Food grade products and as per FSSAI norms.
24. The firm shall not use the dhaba premises for any other activity except for the purpose for which it has been provided for.
25. The firm shall not stock any inflammable or otherwise dangerous material, goods, narcotics or drugs in any part of the allotted space which are hazardous to the property/ banned under law.
26. The firm shall be personally responsible for conduct and behaviour of its staff. If it is found that the conduct or performance of any person employed by the firm is unsatisfactory, the firm shall have to remove the concerned person and engage a new person within 48 hours of intimation by University. The decision of the University's designated officer in this regard shall be final and binding on the firm.
27. University reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared and sold in the dhaba. Any defect(s) pointed out by such officers/ officials during their visits shall be properly attended to by the firm. Committee of University officers will carry out necessary quality checks on routine basis.
28. The firm shall issue electronic receipts/ vouchers and accept digital payments. The firm shall install a desktop, monitor and printer of its own for this purpose.
29. The firm shall submit the bills of items supplied to officers/ in meetings on monthly basis by third week of succeeding month
30. **Minimum Bid:** The minimum bid of each dhaba has been fixed at Rs. 21,000/-. Interested bidders must offer bids higher than minimum fixed bid. Bids quoting rates less than the minimum fixed bid shall be rejected if otherwise technically eligible. EMD of the bidders offering bids less than the minimum fixed bid shall be forfeited.
31. **Selection method:** The intending firm/s can participate in bidding of more than one dhaba but one firm will be awarded/ licensed only one dhaba. Each Dhaba will be licensed to the highest bidder. However, in case of tie or in case one particular bidder emerging highest bidder for more than one dhaba, he/ firm shall have the option to select any one through negotiations.

A.3 Evaluation of Technical Bids:

The Technical bid of the tenderers will be evaluated on the basis of conditions laid down in the notice and documents asked for in the notice.

A4. Evaluation of Financial Bid:

Financial bid would be evaluated on the basis of license fee quoted by bidder for each dhaba

B. Performance Security

1. The successful firm will be required to submit Performance Security amounting to license fee of three months, in the form of CDR/ FDR drawn on any nationalized Bank in favour of Registrar, University of Kashmir. Performance Security should remain valid for a period of 60 days beyond the date of completion of the contract.
2. Performance security shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and University under the terms & conditions of acceptance to the tender.

C. AMENITIES TO BE PROVIDED BY UNIVERSITY

1. University will provide space to the firm for running the dhaba against the monthly license fee. However, contractor will bear the damage, if any, to the facility/ site by him or his workers. The interested parties may visit the University to see the dhaba sites. The space being limited, the successful bidders shall arrange ready to use items for serving at the dhaba.
2. All the charges viz Electricity charges, water charges, gas, sanitation cess etc. will be borne by the firm.

D. PAYMENTS:

1. The payment in respect of official hospitality bills of University Departments shall be release after submission of bills by the firm.
2. In event of any query, objection, delay or dispute with regard to any bill or a part thereof, no interest will be paid by University for late payment.

E. VALIDITY OF CONTRACT

1. The contract for Dhaba Services shall remain valid initially for eleven months which can be extended for a maximum of two terms of eleven months each, subject to licensee's satisfactory performance and hike in monthly license fee exclusively on the discretion of the licensor.
2. For premature termination of the agreement, one month notice from the University side and three months' notice from Firm's side shall be required in writing and the firm shall have to vacate the premises as per the directions of the University.
3. University reserves the right for the termination of the contract at any time by giving one month notice if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by the University from Performance Security or pending bill or by raising a separate claim. However, the agreement can be terminated by the firm by giving three months' notice in advance. If the agency fails to give three months' notice in writing for termination of the Agreement then three months payment will be charged and any amount due to the agency from this University shall be forfeited.
4. If University is not satisfied with the quality of eatables served, or behaviour of the firm or his/ her employees, the firm will be served with 24-hour notice to improve or rectify the defect(s), failing which University will be at liberty to take appropriate necessary steps as deemed fit.

F. PENALTY

1. In case services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice resulting in the forfeiture of Performance Security.
2. In the event of violation of any contractual or statutory obligations, by the firm, it shall be held responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the University by any individual, agency or Government Authority due to acts of the firm, the firm shall be liable to compensate such claims or damages to University. As a result of the acts of the firm, if University would be required to reimburse such individual, agency or Government Authority, the firm would be required to reimburse such amount to the University or University reserves the right to recover such amount from the payment(s) due to the firm while settling its bills or from the amount of Performance Security of the firm lying with University
3. If the contract is terminated by the firm without giving stipulated period of notice or fails to observe the terms and conditions of the Tender, Letter of Award for the Contract and the Agreement signed by the firm with University, the Performance Security will be forfeited without prejudice to the University's right to proceed against the firm for any additional damages that University suffers as a result of the breach of the aforesaid terms and conditions.
4. University reserves the right to impose a penalty (to be decided by University authority) to the firm for any serious lapse in maintaining the quality and the services willfully or otherwise by the firm or its staff or for any adulteration.

G. JURISDICTION

5. In case of any disputes arising between the University/ bidder/ successful bidder, the same shall be put forth before the Vice-Chancellor, University of Kashmir whose decision shall be final and binding on all the parties.

Technical Bid Proforma- Annexure-B

Documents for running Dhaba Services at University dhaba

1.	Name of the firm as per registration certificate	
2.	Complete postal address of the firm	
3.	Company profile	
a)	Legal Status (Individual/ Proprietary/ Partnership/ Limited Company or corporation)	
b)	Has your company/ firm ever changed its name any time? If so, the earlier name and the reason thereof.	
c)	Have you or your company ever required to suspend canteen/ catering service for a period of more than 02 months continuously after you commenced the catering service? If so, give details of the contract and reasons thereof.	
d)	Have you or your constituent ever left the contract awarded to you incomplete? If so, give details of the contract and reasons for not completing the contract.	
4.	Name, designation and Landline Nos of the contact person, Fax Nos and e-mail address	
5.	Year of the commencement of catering/ cafeteria business	
6.	Statutory details (photocopy to be uploaded) a) PAN b) GST Registration certificate c) Labour Department Registration d) Food Safety Reg. No. (FSSAI)	

Signature of the bidder

GUIDELINES FOR SUBMISSION OF TENDER

1. The Terms & Conditions should be carefully read before filling up the document. Incomplete Tender Documents will be rejected.
2. Before submitting the tender, details of documents to be attached may be verified from the Check List/ compliance sheet of the Tender Document.
3. Hard copies of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.
4. Tender shall be uploaded in UNIVERSITY's official tender form through www.jktenders.gov.in only. If submitted in any other manner, the same shall be summarily rejected.
5. Tenders received without the prescribed Earnest Money Deposit (EMD) of Rs. 30,000/- or tender fee of Rs. 1000/- shall be rejected.
6. Bid Security should valid for a period of 45 days beyond the final bid validity period.
7. Person signing the bid or other documents connected with tender must clearly write his/ her name and also specify the capacity in which signing. The University reserves the right to reject any or all the tenders without assigning any reason.
8. The University reserves the right to change any condition of the tender before opening of the Technical Bids.
9. The successful bidder will have to enter into an agreement with the University before taking charge of the dhaba and commencement of the dhaba work.
10. Canvassing in any form will make the tender liable to rejection. Conditional tender will not be accepted and will be rejected outright.
11. The Contractor will use only branded raw material for preparation of items. The permissible brands of various items are given in Annexure-C.

Annexure C

Undertaking

Proforma for affidavit

To be written on non-judicial stamp paper worth Rs. 10/- and attested by 1st class magistrate.

I/ we, _____ S/o _____ R/o;
_____, police station _____, District _____ (contractor or partner or sole
proprietor of firm) undertake on oath as under:

1. I/ my firm/ company is not blacklisted by any Union/ UT Govt. organization.
2. No individual/ firm/ companies blacklisted by the Union/ UT Govt. or any partner or share holder thereof, have any connection directly or has any subsisting interest in business of my firm.
3. Neither I nor my partners are involved/ convicted in any criminal case/ economic offence and no criminal case/ economic offence is pending against me or my partner in any court of Law/ registered with police.
4. I/ we hereby certify that the information provided by me/ us is correct and all the documents attached with the technical bid are genuine and valid as on date. I/ we further state that I/ we have read and understood the terms and conditions mentioned in the tender document.
5. If I fail to abide the terms and condition mentioned in the tender document, I give rights to the University to forfeit the earnest money/ performance security and whatever action the University authorities deem appropriate, they are at liberty to take action.

Deponent

Dated: _____

Verification:

I/ we do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent

Annexure-D

Menu and rate list of eatables to served at Dhaba-I, II & III

S. No.	Item	Rate
1.	Lipton Tea (125 ml)	Rs. 8/-
2.	Cooked Dal + Rice (full plate)	Rs. 35/-
3.	Breakfast (Bread 4pc + Omelet (2 eggs)+ Tea/ Coffee)	Rs. 45/-
4.	Omelet (1 egg) with 2 slices	Rs. 15/-
5.	Omelet (2 eggs) with 2 slices	Rs. 25/-
6.	Roti Kashmiri	Rs. 5/-
7.	Roti Kashmiri with butter	Rs. 10/-
8.	Fruit/ Plain cake (per piece)	Rs. 12/-
9.	Boiled egg	Rs. 8/-
10.	Samosa/ Mathi (70 gm)	Rs. 8/-
11.	Slice plain (2 pc)	Rs. 8/-
12.	Iced Tea (250 ml)	Rs. 15/-
13.	Bread pakora	Rs. 12/-
14.	Paratha Plain	Rs. 10/-
15.	Bun/ Butter toast with Butter 10 grams	Rs. 15/-
16.	Coffee (125ml)	Rs. 15/-
17.	Burger Veg	Rs. 20/-
18.	Aloo paratha	Rs. 25/-
19.	Puff / Biscuit	Rs. 5/-
20.	Chicken Pattie	Rs. 25/-
21.	Naan Plain	Rs. 10/-
22.	Naan Butter/ Stuffed	Rs. 15/-
23.	Aloo/ Onion Pakora (100gm)	Rs. 20/-
24.	Egg burgee (2 eggs)	Rs. 20/-
25.	Hil puff	Rs. 8/-
26.	Salt Lassi (250 ml)	Rs. 12/-
27.	Fresh Juice- Orange/ Mosambi/ Mixed (250 ml)	Rs. 30/-
28.	Banana/ Mango shake (250 ml)	Rs. 35/-
29.	Vegetable Biryani	Rs. 60/-
30.	Momos chicken	Steamed 6 pc- 30/- Fried- 6 pc- Rs. 40/-
31.	Namkeen Tea	Rs. 10/-
32.	Fresh lemon juice (250 ml)	Rs. 15/-
33.	Packed items: Mineral water, Packed biscuit, ice-cream, cake, Dal, (Branded) Bread Full	As per MRP

Annexure –E

COMPLIANCE SHEET REGARDING SUBMISSION OF DOCUMENTS

1. Have you attached/ submitted CDR/ FDR on a/c of EMD and Tender Fee (Yes/ No)					
If yes,					
Name of Dhaba	EMD CDR No	Date	Tender Fee DD No	Date	
Dhaba-I					
Dhaba-II					
Dhaba-III					
2. Have you attached/ submitted copy of PAN card (Yes/ No)					
3. Have you attached/ submitted copy of GST Registration certificate (Yes/ No)					
4. Have you attached/ submitted copy of FSSAI registration certificate (Yes/ No)					
5. Have you attached/ submitted copy of Labour Deptt. Registration Certificate (Yes/ No)					
6. Have you attached/ submitted Affidavit (Yes/ No)					