



# UNIVERSITY OF KASHMIR

HAZRATBAL, SRINAGAR, KASHMIR-190006  
(NAAC Accredited Grade A+)

## e-Tender Notice No: 3 of 2023/Shop/ZC

For and on behalf of Registrar, University of Kashmir, Srinagar, e-tenders in two bid system are invited from interested persons hailing from Union Territory of Jammu and Kashmir for running of Student Facility Outlet on License Basis near Sheikh-ul-Alam Boys Hostel of the University at Zakura Campus, Srinagar

The complete tender document is available on the University website [www.kashmiruniversity.net](http://www.kashmiruniversity.net). The bids can be submitted through e-tender portal i.e. [www.jktenders.gov.in](http://www.jktenders.gov.in).

### Important Information

| S. No. | Items  | Description   |
|--------|--|---|
| 1.     | Scope of work  | Running Student Facility Outlet near Sheikh-ul-Alam Boys Hostel of the University at Zakura Campus, Srinagar  |
| 2.     | Cost of bid document   | Bank Draft of Rs. 1,000/- drawn on any nationalized bank favouring Registrar, University of Kashmir (non-refundable)  |
| 3.     | Date of publishing of e-tender   | <b>21-07-2023</b>   |
| 4.     | Date of start of bid submission  | <b>21-07-2023</b>   |
| 5.     | Last date & time for upload/ submission of bids  | <b>28-07-2023</b> upto 2: 00 p.m.   |
| 6.     | Date of opening of technical bid (online)  | <b>28-07-2023</b> (4:00 p.m.)   |
| 7.     | Date of opening of financial bid   | Will be communicated to such bidders only who qualify the technical stage   |
| 8.     | Bid security (Earnest Money Deposit)   | <b>Rs. 15,000/- as CDR / FDR favouring Registrar, University of Kashmir</b>   |
| 9.     | Performance Security by the successful bidder  | Rs. 50,000/-  |
| 10.    | <b>Forming part of the bid document</b>  |   |
|        | i.   | Bidders who fulfil the requirements as mentioned in this tender document shall be eligible to apply.  |
|        | ii.  | The bid shall only be considered for evaluation after the deposition of original EMD and Tender Fee in the University of Kashmir. In case of non- receipt of EMD and/or tender fee, the bid will be rejected. |
|        | iii.   | Bidder shall upload documents in PDF format only.   |
| 11.    | <b>List of documents to be scanned and uploaded in PDF format within the bid submission period</b> |   |
|        | i.   | CDRs/ FDRs on a/c of EMD and Tender Fee   |
|        | ii.  | PAN card  |
|        | iii.   | Adhaar Card   |
|        | iv.  | Domicile Certificate  |
|        | v.   | Affidavit   |
|        | vi.  | Technical Bid Proforma  |
|        | vii.   | Compliance Sheet  |



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|     |                                 |  |
|-----|---------------------------------|--|
| 12. | Place of opening of bids online | Office Chamber of Registrar, University of Kashmir   |
| 13. | <b>Annexures</b>                | Annexure-A: General Terms and Conditions<br>Annexure-B: Technical Bid Proforma<br>Annexure –C: Proforma for Affidavit<br>Annexure –D: List of permissible items<br>Annexure –E: Compliance Sheet |
| 14. | Address for communication       | Asstt. Registrar, Estates<br>New Administration Block<br>University of Kashmir<br>Hazratbal Srinagar-190006<br>Tel: 0194-2272057/ 2017   |

**Assistant Registrar  
Estates**

**No: F(TenderShopZakura)Est/KU/23**

**Dated: 21-07-2023**

G. S. 4



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## 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 a domicile of Union Territory of Jammu & Kashmir and not must not be a licensee/ unit holder in the University of Kashmir including offsite campuses.

#### **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 license fee offered in the bid 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 person will have to execute a license deed with the University of Kashmir before taking possession of the licensed space.
5. The licensee will ensure proper sanitation/ hygienic conditions in the premises and deploy person/s free from infectious diseases.
6. The licensee shall be responsible for compliance of the Labour laws in respect of personnel employed by them. The licensee 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 sanitation charges Rs. 400/- p.m to the University.
9. All utilities for housing/ storage of the groceries and other items will be borne/ arranged by the licensee.
10. The License deed has to be signed within 7 days of receipt of letter of intent with the University of Kashmir. Performance Security amounting to Rs. 50,000/- has to be submitted along with the license deed and will be refunded only after the successful completion of license period.
11. The licensee would be responsible for verifying antecedent of the persons deployed by him/ her and a certificate to this effect shall be provided by the licensee to University of Kashmir in respect of each staff member.
12. The licensee shall ensure proper conduct of his/ her personnel in and around business premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
13. The workers of the unit 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 selected firm can sell only those items (student friendly) 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 unit. Use of other disposables may be discouraged.
15. The approved list of items should be prominently displayed at the counter/ Notice Board in the unit preferably on a 2ft x 3ft flex banner.
16. **All the items shall be sold at minimum discount of 5% to 10% on MRP.**
17. Watch and ward, security and cleaning of the unit shall be the responsibility of the licensee. The garbage of the unit shall also be disposed off by the licensee on daily basis.
18. The licensee 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.



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19. It shall be the sole responsibility of the licensee to obtain and keep ready necessary license/ permissions from various government bodies for running of the unit and produce the same before the concerned authority as and when asked for. An undertaking to this effect has to be given by the licensee.
20. Liability/ responsibility in case of any accident causing injury/ death to any worker or any of their staff shall be of the licensee. University shall not be responsible by any means in such cases.
21. The licensee 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 licensee will be responsible for payment of wages/ salaries and social security dues of all such employees.
22. **Timings:** The unit shall operate from 8:00 AM to 8:00 PM on working days and from 10 AM to 5 PM on all holidays would depend on the requirement of University authorities.
23. The licensee shall not use the premises for any other activity except for the purpose for which it has been provided.
24. The licensee 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 and prohibited under respective law/s.
25. The licensee 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 licensee 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.
26. University reserves the right to appoint officers/ officials to inspect the quality of items sold at the unit. 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.
27. The licensee shall issue electronic receipts/ vouchers and accept digital payments. The licensee shall install necessary equipment/ machinery of its own for this purpose.
28. **Minimum Bid:** The minimum bid for Maintenance Charges of the unit has been fixed at Rs. 5000/- per month. 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.
29. **Selection method:** The unit will be licensed to the highest bidder. However, in case of tie, the selection will be made through negotiations.

### **A.3 Evaluation of Technical Bids:**

The Technical bid of the bidders 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 the unit.

### **B. Performance Security**

1. The highest bidder shall have to deposit Performance Security of Rs. 50,000/- (Fifty Thousand) in the shape of CDR/ FDR pledged to Registrar, University of Kashmir. Performance Security should remain valid for a period of 60 days beyond the date of completion of the License Period.
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 licensee for running the unit against the monthly License Fee. However, licensee will bear the damage, if any, to the facility/ site by licensee or his workers. The interested parties/ persons may visit the Campus to see the site.
2. All the charges viz Electricity charges, sanitation cess etc. will be borne by the licensee.



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## **D. PAYMENTS:**

1. The payment in respect of official bills of University Departments shall be released after submission of bills by the licensee to the concerned departments.
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 license period for running the facility shall remain valid initially for **One Year** which can be extended for a maximum of two terms of One Year 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 under any circumstances, one month notice/ information from the either side shall be required in writing and the licensee 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/ information if the services are found unsatisfactory and also has the right to award the contract to any other agency/ person 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 license can be terminated by the firm by giving one months' notice/ information in advance. If the licensee fails to give one months' notice/ information in writing for termination of the license 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 items sold, or behaviour of the firm or his/ her employees, the firm will be served with 24-hour notice/ information 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 without any notice resulting in the forfeiture of Performance Security.
2. In the event of violation of any contractual or statutory obligations, by the licensee, 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 licensee, the licensee shall be liable to compensate such claims or damages to University. As a result of the acts of the licensee, if University would be required to reimburse such individual, agency or Government Authority, the licensee 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 licensee while settling its bills or from the amount of Performance Security of the licensee lying with University
3. If the contract is terminated by the licensee without giving stipulated period of notice/ information or fails to observe the terms and conditions of the Tender, license will be revoked and the Performance Security will be forfeited without prejudice to the University's right to proceed against the licensee 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 licensee 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**

1. In case of any disputes arising between the University/ participant 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.



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## Annexure-B -- Technical Bid Proforma

### **Documents for running Student Facility Outlet near SA Boys Hostel, Zakura Campus**

|    |   |  |
|----|---|--|
| 1. | Name of the applicant   |  |
| 2. | Complete postal address   |  |
| 3. | 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.  |  |
| 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. | Are you employed or any business is registered in your name   |  |
| 5. | Contact details:<br>Landline Nos, cell no. and e-mail address   |  |
| 6. | Statutory details (photocopy to be uploaded)<br>a) PAN<br>b) Adhaar Card<br>c) Domicile Certificate   |  |

**Signature of the bidder  
Name:**



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## **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](http://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. 15,000/- 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 shall have to execute license deed with the University before taking charge of the unit.
10. Canvassing in any form shall make the tender liable to rejection. Conditional tender shall not be accepted and will be rejected outright.
11. Only items as prescribed in Annexure-D will be sold at unit.





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## Annexure C

### Undertaking

#### Proforma for affidavit

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

I/we \_\_\_\_\_ S/o \_\_\_\_\_ R/o;  
\_\_\_\_\_, police station \_\_\_\_\_, District \_\_\_\_\_ undertake on oath as under:

1. I/we am/ are not employed in any Govt. / Semi-Govt. organization.
2. I/we do not have any unit registered in my or my/ our firm's name in the University of Kashmir.
3. I/ we am/ are not blacklisted by any Union/ UT Govt. organization.
4. 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.
5. I am not involved / convicted in any criminal case/ economic offence and no criminal case/ economic offence is pending against me in any court of Law/ registered with police.
6. I hereby certify that the information provided by me is correct and all the documents attached with the technical bid are genuine and valid as on date. I further state that I have read and understood the terms and conditions mentioned in the tender document.
7. 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 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**





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## Annexure-D

### List of permissible items for Student Facility Outlet near SA Boys Hostel Zakura Campus

|   |                                   |
|---|-----------------------------------|
| <b>A) Stationery items</b>                    |                                   |
| 1. Ball Pen                                   | 2. Ruler                          |
| 3. Ball Pen Refills                           | 4. Pencil                         |
| 5. File Covers                                | 6. White Fluid                    |
| 7. File folder                                | 8. Butter Paper                   |
| 9. Fountain Pen                               | 10. Geometry Box                  |
| 11. Fountain Pen Ink                          | 12. Eraser                        |
| 13. Note Books                                | 14. Sharpener                     |
| 15. Paper Punch                               | 16. Sign Pen                      |
| 17. Plain Paper (White/ Colour) Reams         | 18. Fluid Pen                     |
| 19. Stapler                                   | 20. Highlighter                   |
| 21. Stapler Pins                              | 22. Glitter pen                   |
| 23. Tag                                       | 24. Drawing Sheets                |
| 25. Transparent Tap rolls                     | 26. Marker (Permanent/ Temporary) |
| <b>B) Food Items</b>                          |                                   |
| 1. Biscuits (Packed)                          | 2. Mineral Water                  |
| 3. Bread (Packed)                             | 4. Sugar (packed)                 |
| 5. Chocolates                                 | 6. Juice (packed)                 |
| 7. Packed Cake                                | 8. Sugar Cubes                    |
| 9. Packed Cookies                             | 10. Packed Tea/ Tea Bags          |
| 11. Packed Milk/ Dahi                         | 12. Maggi                         |
| 13. Wafers                                    | 14. Milk Powder (Packed)          |
| <b>C) Sanitary/ toiletery/ cosmetic items</b> |                                   |
| 1. Comb                                       | 2. Hair conditioner               |
| 3. Perfume                                    | 4. Face wash                      |
| 5. Soap/ Hand wash                            | 6. Deodorant                      |
| 7. Talc                                       | 8. Hair oil                       |
| 9. Tooth paste/ Brush                         | 10. Shampoo                       |



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## Annexure –E

### **COMPLIANCE SHEET REGARDING SUBMISSION OF DOCUMENTS**

|   |                   |             |                         |             |  |
|---|-------------------|-------------|-------------------------|-------------|--|
| 1. Are you a domicile of J&K UT (Yes/ No)- attach certificate                   |                   |             |                         |             |  |
| 2. Have you attached/ submitted CDR/ FDR on a/c of EMD and Tender Fee (Yes/ No) |                   |             |                         |             |  |
| <b>If yes,</b>  |                   |             |                         |             |  |
| <b>Name of unit</b>   | <b>EMD CDR No</b> | <b>Date</b> | <b>Tender Fee DD No</b> | <b>Date</b> |  |
| Student Facility Outlet near <b>Boys Hostel</b> Zakura                          |                   |             |                         |             |  |
| 3. Have you attached/ submitted copy of PAN card (Yes/ No)                      |                   |             |                         |             |  |
| 4. Have you attached/ submitted Affidavit (Yes/ No)                             |                   |             |                         |             |  |
| 5. Have you uploaded copy of Aadhar Card (Yes/ No)                              |                   |             |                         |             |  |
| 6. Are you employed in Govt. organization (Yes/ No)                             |                   |             |                         |             |  |
| 7. Do you own any business (Yes/ No)  |                   |             |                         |             |  |

**Signature of bidder:  
Name:**