

SHRI MATA VAISHNO DEVI UNIVERSITY
KAKRYAL, KATRA-182320 (J&K)

EOI (Expression of Interest)/E-NIT FOR RUNNING SHOP (DAIRY PRODUCT)

AT SHRI MATA VAISHNO DEVI UNIVERSITY CAMPUS

Shri Mata Vaishno Devi University, Kakryal. Katra-182320 (J&K) invites EOI through J& K Tender Portal from suitably experienced firm/ vendor having successful track record for running the shop/service located at Shri Mata Vaishno Devi University Campus on Leave & License basis for the period of 3 years which can be extended further for the period of 2 years based on the satisfactory performance on payment of license fee, as per the highest bid, "on as is where is basis", which is under the actual ownership and control of Shri Mata Vaishno Devi University. Every single location has a reserve price fixed for it. 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	NIT Details
1.	University Name	Shri Mata Vaishno Devi University
3.	Tender No.	SMVDU/DoSW/22/661 dated 8 th February 2022
4.	E- Tender Subject	EOI (Expression of Interest)/E-NIT FOR RUNNING SHOP (DAIRY PRODUCT) AT SHRI MATA VAISHNO DEVI UNIVERSITY CAMPUS
5.	E- Tender Type	EOI (Expression of Interest)/E-NIT
6.	Earnest Money Deposit	Rs. 10,000/-
7.	EMD / Bid security payable to	University Account Details for deposition of the EMD Amount :- Rs. 10000/- Bank Name: The Jammu and Kashmir Bank Ltd. Account Title:- SMVDU Retention Money A/c Account No:- 0477040520000029 IFSC Code:- JAKA0SMVDUN Branch:- SMVDU
8.	Tender fee (non – refundable)	University Account Details for deposition of the Tender Fee:- Rs. 500/- Bank Name: The Jammu and Kashmir Bank Ltd. Account Title:- Registrar, SMVDU Account No:- 0477040100000023 IFSC Code:- JAKA0SMVDUN Branch:- SMVDU
9.	Availability of	Tender document can be viewed and downloaded

	tender document	from SMVDU website www.smvdu.ac.in and JKUT e-tendering portal http://jktenders.gov.in .
10.	Contract period	3+2 Years
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 Fax no. 01991-285732

S. No.	Particulars	Date & Time
1.	Publish date and time	08-02-2022 1100Hrs
2.	Document Download Start Date & Time	08-02-2022 1130 Hrs
3.	Online Bid Submission Start Date & Time	08-02-2022 1200 hrs onwards
4.	Document Download End Date & Time	28-02-2022 1700 hrs
5.	Online Bid Submission End Date	28-02-2022 1800 hrs
6.	<u>Bid Opening Date & Time</u> (i) Technical bid (ii) Financial bid	03-03-2022 1500 hrs To be intimated separately through e- tendering portal / University website

Sd/-
Registrar
SMVD University,
Kakryal, Katra

The details of the shop/ service are as below:

Shop No.	Nature of business	Minimum Monthly License Fee excluding GST
7	Dairy Products (Packed reputed Brands) Size: (3.36 x 3.39 mtr.)	Rs. 5.000.00

*GST will be applicable as per government rates.

GUIDELINES/INSTRUCTIONS FOR THE EXPRESSION OF INTEREST (EOI)

1. The firms/vendors will be required to submit the EOI through J & K Tender portal their offers/bid of Monthly License Fee over and above the Minimum Monthly License Fee shown above against each shop/service and Rate List of all the items/service to be provided by them along with the discount. The offers of the firms/vendors less than the monthly License Fee as shown above against each shop/service shall be summarily rejected. Before submission of the EOI, 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/service 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, who are defaulters 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. That the EOIs shall be opened at SMVDU by the designated Committee in the presence of the proprietors/authorized representatives of the firms/vendors. The decision to award EOI shall be taken by the Committee and no correspondence in this regard shall be entertained.
5. The University reserves the right to accept / reject, at any stage of the process, any or all EOIS submitted in response to this invitation for 'EOIs, and / or to modify the process at any time without assigning any reason whatsoever and without any obligation or liability whatsoever.
6. That the firms/vendors 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. 10,000/- (Rupees Ten Thousand only) in the designated University account along with the technical bid. No interest shall be given on the EMD.
8. The bidders under MSME/Startup India category are exempted from the past experience and turnover criteria only if proof for the exemption of the same is attached instead of Experience Certificate and Turnover Certificate as mentioned in technical bid (Annexure A)

9. That the firms/vendors, at the stage of operating the business shall sell the items/provide service to the customers as per the rates quoted by them in the EOI and approved by the University. The approved rate list shall be conspicuously displayed by the firms/vendors at the licensed shop. Any change in the menu, rate list of items/service to be provided by the firms/vendors will be made only after prior approval of the Competent Authority.
10. 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 firms/vendors, in the larger interest of students and the University.
11. That the firms/vendors 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 seven (07) 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.
12. Facilities to be provided by SMVDU:
 - i) Shop 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)
13. The firms/vendors shall have to arrange its own structure/furniture etc. at their own cost and the firms/vendors shall be liable to pay electricity/water charges and other taxes/levies and cesses (on monthly basis alongwith the License Fee) 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.
14. That the firms/vendors shall obtain proper license(s) from the concerned Licensing Authority/Authorities for the sale of items/services provided in accordance with the provisions of The Prevention of Food Adulteration Act and Rules made thereunder or any other corresponding law applicable in the State of Jammu & Kashmir, for which, the copy of relevant permission/license shall be submitted by the firms/vendors in the Office of the Registrar, SMVDU within a period of one (01) month from the date of execution of the License Deed.
15. That the firms/vendors 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.
16. That the firms/vendors shall have to make their own arrangements for safe storage of materials and accommodation for his staff etc. No employees/workers of the firms/vendors shall be allowed to reside in the licensed shop.

17. That the firms/vendors 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.
18. That the firms/vendors 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.
19. That the firms/vendors shall ensure that proper and valid bills be issued to the students/customers against each sale/service provided at the licensed shop.
20. That the firms/vendors 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.
21. That the firms/vendors shall not make any addition or alteration to the building of the licensed shop or temper 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.
22. 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.
23. That the firms/vendors 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.
24. That the firms/vendors 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. No spraying shall be done during the conduct of business, but instead fly swats/flaps should be used to kill spray flies getting into the licensed shop(s).
25. That the firms/vendors shall maintain the Safety Standards and shall take appropriate fire safety measures at the licensed shop(s) at their own cost.
26. That the Officials authorized by the Competent Authority shall, inspect the licensed Shop(s), quality of items for sale/service provided, sanitation and other arrangements from time to time. In case of any unsatisfactory condition, the concerned officer(s) shall be authorized to order for destroying the unhygienic material and 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.
27. That the firms/vendors 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.

28. That the firms/vendors 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.
29. That the firms/vendors 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 in performance of the License Deed.
30. That the firms/vendors 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 firms/vendors 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.
31. That the firms/vendors shall ensure that all the persons engaged by it are instructed/trained in food hygiene and food safety aspects along with personal hygiene requirements commensurate with their work activities, the nature of food, its handling, processing, preparation, packaging, storage, service and distribution.
32. That the firms/vendors 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). However, in the event, the University being made liable for any expenditure or otherwise on this account, the same shall be recoverable by the University from the firms/vendors.
33. That the firms/vendors shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work place.
34. That the firms/vendors shall only be liable/responsible in case of any accident causing injury/death to worker or any of the staff engaged by the firms/vendors.
35. That in case the firms/vendors 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.
36. The University shall permit the firm to use the shop for the specified purpose at identified locations of the University 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 location of the SMVDU shall pay offered license fee to SMVDU plus GST as applicable, along with electricity bill and water charges on monthly basis. The Firm/ Vendor shall deposit the security amount equivalent to 3 times of the quoted bid as Performance Security, which shall be refunded after successful completion of the contract. The EMD submitted by the Firms shall be refunded after finalisation of tender.

37. The successful firm/ vendor shall be liable to pay licence fee/ rent with 7 % hike on the quoted license fee, after successful completion of each contract year.
38. 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 firms/vendors 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.
39. 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 appropriate, out of the process of such sale, the money due to the University from the firms/vendors on any account whatsoever.
40. 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 rate on the Menu / Menu not displayed or not legible.
 - 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 two hours without prior permission.
41. 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 Security Deposit of the Tenderer shall be forfeited.

42. 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**

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.	Certificate of firm/ vendor		
3.	Aadhar Card		
4.	Tender Fee		
5.	EMD		
6.	Copy of PAN Card		
7.	Copy of GST, if applicable		

*(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