



# SHREEMATI NATHIBAI DAMODAR THACKERSEY WOMEN'S UNIVERSITY

1, Nathibai Thackersey Road, Mumbai-400 020

Tel: 26604706/ 22031879/22030948

E- TENDER DOCUMENT FOR MESS SERVICES AT THE HOSTEL OF THE UNIVERSITY AT JUHU CAMPUS.

## NOTICE DETAILS

Tender Reference no.	SNDTWU/ Hostel- Mess-Juhu/2017-18/02
Name of Work / Item	E- TENDER DOCUMENT FOR MESS SERVICES AT THE HOSTEL OF THE UNIVERSITY AT JUHU CAMPUS.
Cost of blank tender document & Mode of Payment	Rs. 3000/-** (Non-refundable) ) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.
Last Date , Time & Place for Submission of Original Demand Draft for Tender Document Fees	To be submitted in the [Mention Office Address of Designated Tender Authority], on or before last date and time of <b>Online Bid Submission</b> stage, as given in <b><u>e-TENDER TIME SCHEDULE</u></b> , on working days.
EMD Amount & Mode of Payment	Rs.50,000/-** (Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.) .
Last Date , Time & Place for Submission of Original Demand Draft for EMD	To be submitted in the [Mention Office Address of Designated Tender Authority], on or before last date and time of <b>Online Bid Submission</b> stage, as given in <b><u>e-TENDER TIME SCHEDULE</u></b> , on working days.
Date ,Time and Place for Pre-bid meeting	On 9-8-2017 11:00 Hrs at Committee Room, SNTD Women's University, Juhu Road, Santacruz (w), Mumbai.
Venue of online opening of tender	SNTD Women's University, Juhu campus, Santacruz (West), Mumbai.
Address for Communication	Registrar, S.N.D.T. Women's University, N.T. Road, New Marine Lines, Mumbai-400020
Contact Telephone & Fax Numbers	022 – 22031879, 022 – 26604706,
e-Tendering Helpline Support:	<b>Telephone:</b> 020 - 253 155 55 <b>Email:</b>

Monday to Friday - 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM	<a href="mailto:support.gom@nextenders.com">support.gom@nextenders.com</a>
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\*\* The Industry /company registered under the Micro, Small and Medium Enterprises Development Act, 2006 are exempted from payment of Tender Cost and EMD.

### **e-TENDER TIME SCHEDULE**

**Please Note: All bid related activities (Process) like tender Document Download, Bid Preparation, and Bid Submission will be governed by the time schedule given under Key Dates below:**

### **INSTRUCTIONS TO BIDDERS**

#### **GENERAL INSTRUCTIONS:**

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**: <https://allgom.maharashtra.etenders.in>

The Contractors participating first time for e-Tenders on GOM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://maharashtra.etenders.in>

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

**e-Tendering Tool Kit for Bidders** (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of Rs.1038/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact GOM e-Tendering Help Desk on number: **020 – 253 1 5555 (Pune Helpline)**, Email: [support.gom@nextenders.com](mailto:support.gom@nextenders.com).

#### **PURCHASE AND DOWNLOADING OF TENDER FORM:**

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of <https://maharashtra.etenders.in>.on e-Tendering website of Government of Maharashtra, <https://allgom.maharashtra.etenders.in> by filling Demand Draft details online. Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

Note - **The Tender form will be available online only. Tender forms will not be sold / issued manually from**

SNDT Women's University office.

Please Note: All bid related activities (Process) like tender Document Download, Bid Preparation, and Bid Submission will be governed by the time schedule given under Key Dates below:

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time
1	Release of Tender	Department	04-08-2017	11.00	04-08-2017	17.00
2	Tender Download	Bidders	04-08-2017	17.01	21-08-2017	10.00
3	Bid Preparation					
4	Superhash Generation & Bid Lock	Department	21-08-2017	10.01	21-08--2017	17.00
5	Control Transfer of Bid	Bidders	21-08-2017	17.01	23-08-2017	11.00
6	Envelope Opening 1	Department	23-08-2017	11.01	24-08-2017	17.00
7	Envelope Opening 2					

*\*Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial bids shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.*

<b>Activities to be performed by the Bidders (All Bidders' Activities are Mandatory)</b>
<b>Activities to be performed by the Department</b>

### **SECTION-III: GENERAL INSTRUCTIONS TO THE BIDDERS:**

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**: <https://maharashtra.etenders.in>

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://maharashtra.etenders.in>

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

**e-Tendering Tool Kit for Bidders** (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

Bidders will have to pay cost of Tender Document through online modes of payment such as **Net Banking, Debit Card and Credit Card** during **Tender Document Download stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of Rs. **1063/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (SifyNexTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact GoM e-Tendering Help Desk on number: **020 – 3018 7500 (Pune Helpline)**, Email: [support.gom@nextenders.com](mailto:support.gom@nextenders.com)

**For a bidder, online bidding process consists of following 3 stages:**

- 1. Online Tender Document Purchase and Download*
- 2. Online Bid Preparation*
- 3. Online Bid Submission*

**All of 3 stages are mandatory in order for bidders to successfully complete Online Bidding Process.**

#### **PURCHASE AND DOWNLOADING OF TENDER FORM:**

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of <https://maharashtra.etenders.in> on e-Tendering website of Government of Maharashtra, <https://allgom.maharashtra.etenders.in> by making payment through **Online Payment Modes i.e.**

**Net Banking, Debit Card and Credit Card.** Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder proceed further for next stage resulting in his/her elimination from Online Bidding Process.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Note - **The Tender form will be available online only. Tender forms will not be sold / issued manually from SNDT Women's University office.**

### **PREPARATION & SUBMISSION OF BIDS**

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

#### **Online Bid Preparation**

Bidders are required to pay Earnest Money Deposit (if applicable) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

In case EMD is mandatory to all the bidders for a tender, offers made without EMD shall be rejected.

In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work / item in respective online envelopes.

#### **TECHNICAL BID**

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be zipped as well and then uploaded. These documents need to be digitally signed by individual contractor's digital signature and uploaded during **Online Bid Preparation stage**.

The list of documents for Technical Envelope is as follows:

Sr. No.	List of Documents	Compulsory / Additional
1.	Scan Certified copy of the Registration	
2.	Scan certified copy of the valid Food License/ Health license.	
3.	Scan certified copy of the Annual Audited Accounts duly signed by the Chartered Accountant for last 3 consecutive years ending on March- 2016.	
4.	Scan certified copy of the C-GST,S-GST, PAN.	
5.	Scan copy of List of clients	
6.	Scan certified copy of the experience certificates, if any.	
7.	Scan certified copy of the continuous existence in core business of food & beverages	
8.	Scan certified copy of the registration under MSMED Act, 2006 for claim of Tender Cost and EMD.	

### **COMMERCIAL BID**

*Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope.*

*Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won't allow him/her to make any further changes or modifications in the bid data.*

All financial offers must be prepared and submitted online (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation** stage).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

*Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values for T1 and C1), system won't allow him/her to make any further changes or modifications in the bid data.*

### **ONLINE BID SUBMISSION**

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody.

*Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.*

## **INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION**

Bidders are required to pay Earnest Money Deposit (if applicable to them) through Online Payment modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

Hence, it is strongly recommended to bidders to initiate this payment well in advance prior to expiry of Bid Preparation stage in order to avoid elimination from Online Bidding Process on grounds of failure to make this payment.

During the activity of Bid Preparation, bidders are required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This apart, bidders will have to quote commercial offer for the work / item, for which bids are invited, in an online form made available to them in Commercial Envelope. This activity of Bid Preparation should be completed within the pre-scribed schedule given for bid preparation.

After Bid Preparation, the bidders are required to complete Bid Submission activity within pre-scribed schedule without which the tender will not be submitted.

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. 1063/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (SifyNexTenders) at the time of commencing Online Bid Submission stage of the tender schedule.

Non-payment of processing fees will result in non submission of the tender and Department will not be responsible if the tenderer is not able to submit their offer due to non- payment of processing fees to the e-tendering agency.

Detailed list of different modes of online payment to e-tendering service provider (E-Payment Options) has been provided under E-Tendering Toolkit for Bidders section of <https://maharashtra.etenders.in> .

The date and time for online preparation followed by submission of envelopes shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

Any amendment to the tender will be placed on sub portal of the Department, who have invited the bids, on e-tendering portal of the Govt. of Maharashtra. The tenderer will not be communicated separately regarding the amendment.

### **OPENING OF TENDERS :**

The bids that are submitted online successfully shall be opened online as per date and time given in detailed tender schedule (if possible), through e-Tendering procedure. The bidders or it's duly authorised representatives can be present, if they wish. The bidder/ representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

### **TECHNICAL ENVELOPE (T1):**

First of all, Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.

At the time of opening of technical bid the tenderer should bring all the original documents that have been uploaded in the Online Technical Envelope (T1) so that same can be verified at the time of opening of technical bid.

If the tenderer fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document uploaded will be final and binding on the tenderer.

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded.

Decision of the tender opening authority shall be final in this regard.

The commercial bids shall not be opened till the completion of evaluation of technical bids.

The commercial Bids of only technically qualified Bidders as mentioned above will be opened.

**ENVELOPE NO. 2 :- (Financial Bid)**

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only. The tendered rates shall then be read out in the presence of bidders who remain present at the time of opening of **Price Bid**.

**Final List of Documents to be uploaded Online:**

The following documents should be uploaded by the bidders in the form of PDF Files in the same order as mentioned below, on the e-Tendering website during **Online Bid Preparation** stage.

<b>Sr. No.</b>	<b>List of Documents</b>	<b>Compulsory / Additional</b>
1	Scan and certified copy of detailed information about Institution (Agency), name of proprietor, telephone no. In case of partnership firm- name and address of the partners and copy of Partnership Deed.	
2	Scan copy of the licenses such Food license, Health License	
3	Scan copy of Registration and VAT Clearance Certificate	
4	Scan and certified copy of GST Certificate	
5	PAN Card	
6	Scan copy of the continuous existence in core business of food & beverages (Experience Certificate)	
7	Scan copy of the Annual Audited Accounts duly signed by the Chartered Accountant	
8	Scan copy of List of clients	



Note: During **Online Bid Preparation**, apart from the above mentioned documents, if any need arises to upload additional documents in Technical Envelope, an option of '**Upload Additional Documents**' has been provided in the e-Tendering software which will be available to bidders during **Online Bid Preparation** stage.

## **SECTION-I: INVITATION FOR BID**

The S.N.D.T.Womens' University, Mumbai proposes to give contract of Mess services at the Hostel of the University at JUHU for the benefit of its students, staff members, guests and such other persons as may be decided by the University from time to time for the period of one year commencing from 01.10.2017 to 30.09.2018, which can be extended further two years on satisfactory services at the sole discretion of the University on mutually agreed terms and conditions. The hostel of the University at Juhu campus has intake capacity of 375 in-house students. The current rate for mess charges is Rs.3500/- (Rupees Three Thousand Five Hundred Only) per month payable on six monthly basis.

Applications are invited from the experienced and eligible contractors/caterers in the field; on the following terms and conditions.

- 1) The successful tenderer shall have to pay security deposit at the rate of Rs.10, 00,000/- (Rupees Ten Lac only). The security deposit shall be interest free during the period of contract before entering into Contract Agreement & the said Security Deposit shall remain with the SNDTWU during the period of contract.
- 2) The tenderer will have to enter into an agreement with SNDTWU at the cost of the tenderer and shall bear the necessary stamp duty applicable to the agreement
- 3) The Tenderer shall not be entitled to sub-contract with any other party/parties.
- 4) The University authority shall have right of termination/cessation of the contract at any stage on violation of any of the terms and condition of the Contract and in such case the Security Deposit shall be liable for forfeiture.
- 5) The agreement for the contract shall be governed by and interpreted in accordance with the laws in existence and jurisdiction at the Mumbai.
- 6) The University reserved the right to open /accept or select the tender in full or part without giving reasons thereof.

***(Tenderers are advised to study carefully all technical and commercial aspects, instructions, terms and conditions given in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the tenderer's risk and may result in the rejection of the bid.)***

## **SECTION-II: ESSENTIAL QUALIFICATION & MINIMUM CRITERIA FOR THE ELIGIBILITY**

The technical bid should contain the following documents in the absence of which the Commercial Bid would not be opened.

- A. The Bidder should have the required licenses such as Food License, Health License, GST registration and PAN under Income Tax Act from the concerned Government Authority. A certified copy of each such Registration Certificate/ License should be enclosed.

- B. The Bidder should be in continuous existence in core business of food & beverages specifically in the field of running the mess for the last three (5) Years.
- C. The Bidder should have minimum turnover of Rs.25, 00,000/- (Rupees Twenty Five Lac Only) per annum out of Indian Operations for the last 3 consecutive years ending March, 2013. A Certified copy of the Annual Audited Accounts duly signed by the Chartered Accountant should be enclosed for each year.
- D. The Bidder should submit the tender cost and earnest money deposit by demand draft in favour of the Registrar. S.N.D.T.Women's University, payable at Mumbai i.e.
  - (i) Rs.3000/- (Rupees Three Thousand Only) towards tender cost.(Non-refundable)
  - (ii) Rs.50,000/- (Rupees Thousand Only) towards earnest money deposit. (Refundable- The Bidders are advised to apply for refund of the EMD amount within a month, if they are not selected)
- E. The Women's Self Help Group/ Mahila Bachat Gats are exempted from the payment of tender cost and earnest money deposit. However they will have to pay the security deposit in case of their selection for the purpose.

### **SECTION-III: SPECIFICATIONS OF REQUIREMENTS**

1. The University hostel at JUHU campus has capacity of 350 students. The six monthly mess charges are collected from the students by the University.
2. The contractor will have to provide the unlimited Tea/Coffee, Snacks, Lunch, dinner and evening snacks as prescribed at Annexure "A"
3. The current rate for mess charges is Rs.3500/- (Rupees Three Thousand Five Hundred Only) per month payable on six monthly basis.
4. The contractor shall not be entitled to make any change in the rates.
5. The contractor will have to pay the rent to the University biannually by the demand draft in favour of the Registrar, S.N.D.T. Women's University, payable at Mumbai.
6. The separate electricity meter shall be provided for the use by the mess. The contractor will have to pay the electrical charges for the use by the mess.
7. The Contractor will have to make the arrangement of the Gas Cylinder and to get it refill as per requirement.

### **SECTION-IV: FINANCIAL BID**

**Note: Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer.**

To,  
The Registrar,  
SNDT Women's University,  
1, N. T. Road, New Marine Lines, Mumbai-20.

Subject: Submission of tender for Mess services at the Hostel of the University at JUHU.

Madam/Sir,

We are pleased to submit the following rate for the mess services at the Hostel of the SNDT Women's University at JUHU campus on the terms and conditions mentioned in the tender document. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.

The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/ University in India.

The earnest money of Rs. \_\_\_\_\_ to be deposited by me has been enclosed herewith vide Demand Draft no. \_\_\_\_\_, Dt. \_\_\_\_\_, drawn on bank \_\_\_\_\_, Branch \_\_\_\_\_.

I/We give the rights to Registrar to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part or failed to supply the article within the appointed time or the items of desired quality. There is no vigilance/CBI case or court case pending against the firm.

I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.

Place of mess	Mess charges for academic year	Offer of Administrative Charges in %.	Remarks
S.N.D.T.Women's University, Juhu Road, Santacruz(West) Mumbai-400049	Rs.3500/- for 2017-18		Inclusive of all taxes,

(The tenderer will have to pay the service tax, if any to the appropriate authority as per rule)

Date: -

Signature of the tenderer:-

Place: -

Full Name:-

Designation:-

(Office seal of the tenderer)

## **SECTION-V: TERMS AND CONDITIONS**

1. The bidder/s should adhere with all seriousness to the time schedule provided by the SNTD Women's University, Mumbai.
2. Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, octroi and insurance cost till it's accepted, if applicable.
3. Once a contract price is arrived the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
4. The prices quoted shall be valid for a minimum period of three months from the last date for submission of offers.
5. All the statutory payments on account of license fees / charges etc. payable to Municipal/Government Authority shall be the responsibility of the Tenderer.
6. The contractor must accept the payment terms proposed by the University. The Financial bid submitted by the contractor must be in conformity with the payment Terms proposed by the University. Any deviation from the proposed payment terms would not be accepted. The University shall have the right to withhold any payment due to the contractor, in case of delays or defaults on the part of the contractor. Such withholding of payment shall not amount to a default on the part of the University.
7. The contractor shall not be entitled to make any changes in the price during the currency of the contract for what so ever the reasons without prior permission of the University.
8. The contractor shall not be entitled to sub-contract with any other party/parties. The Contractor shall be entitled to only use the premises and other facilities provided by the University for running of Canteen. If it is noticed during currency of the contract that it is sublet the contract shall be liable for termination along with security deposit.
9. The contractor shall strictly use commercial LPG for cooking and other similar / related equipments provided by the University & shall bear the cost of LPG fuel (including transportation & delivery charges) and the cost of fuel for chef-in dishes & delivery charges thereof.
10. The Contractor shall bear the cost on account of any increase in the fuel, other alternate fuel charges if any provided by the SNTD Women's University. .The use of charcoal, firewood, coke or fuel of any kind shall be prohibited.

11. The electricity used for light, cooking, warming the food in the dining hall has to be paid by the contractor on monthly basis on or before 5<sup>th</sup> of the following month failing which the interest @ 18% per annum shall be recovered for the delayed payment.
12. The contractor will always maintain and upkeep the Canteen, Stores, washing place surrounding etc in the said premises neat, clean and hygienic condition to the satisfaction of the University, In case contractor has not done it properly, University shall get it done and recover the amount from the deposit.
13. The contractor shall not do any construction/civil work without the permission of the University. After approval, it will be done at his own cost and will be left back after the contract period.
14. The University shall provide with premises, furniture and equipments which are installed in the kitchen for running the mess. The contractor will have to bring the cutlery, crockery, utensils as per the requirement with the permission of the University.
15. It shall be the duty of the contractor to ensure that the premises, furniture, cutlery, crockery, utensils and other kitchen equipments in which food and beverages are stored and served, are cleaned properly, maintained at hygienic condition and without any service damages to the same.
16. The contractor will have to obtain due licenses, comply with the legal requirements and follow the rules, regulations and bye-laws laid down by Municipal /Health or any other authorities other statutory requirements relating to preparation and supply of food stuffs, drinks and refreshments and shall obtain necessary licenses as & when necessary. The contractor must have food license on the date of application
17. The contractor shall have to provide proper receptacles for throwing refuse from canteen and receptacles shall be emptied regularly, promptly from the canteen/central office premises, on daily basis by Contractor at his own cost.
18. The contractor will have to supply quality food stuffs, beverages and other refreshments in the mess to the satisfaction of the University and in conformity to the standards in all parameters set by the University. Only refined sunflower oil shall be used for cooking, frying, seasoning etc. The SNDT Women's university reserves right to get the food samples checked through Public Health Laboratories or any other agency like Commissioner Food & Drug Administration, Mumbai.

19. The University will have the right to inspect the service used by the contractor periodically and impound any items, if the quality is found substandard and not in conformity to the standard set by the University. In such event University shall not be liable to pay any amount to such service.
20. The agreement shall be registered at the cost of the contractor & it shall be the responsibility of the contractor to bear the cost of the non-judicial stamp required for executing the Agreement
21. The University authority shall have the right for termination/cessation of the contract at any stage on violation of any of the above terms after bringing the fact to the notice of the contractor & shall have right to impose fine to the extent of maximum 10% of the contract rate for any default on the ground of unsatisfactory/ defective service & Rs. 10000/- shall be minimum amount of fine on each occasion which SNTD Women's University may consider & deem fit.

#### **SECTION-VI : STANDARD TERMS & CONDITION FOR AGREEMENT / TENDER DOCUMENT**

By accepting the Standard Form of an agreement (hereinafter referred to as "the agreement") the Contractor accepts the Terms and Conditions included herein, unless the Contractor notifies his objections.

**1. Acknowledgment and Acceptance of agreement:**

This agreement constitutes an offer from the university and is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of the agreement are those that apply to the mess services, items, products, components or service (hereinafter referred to as "Service"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referred in the agreement are incorporated herein by reference.

**2. Changes / Amendments:**

The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for

performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the contractor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Contractor of notice of change (amendment order).

3. **Force Majeure:**

If any service is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the contract or to execute the same from another Contractor and to charge the defaulting contractor for any loss incurred in this transaction. The University shall have the right to refuse unsatisfactory service if the contractor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Contractor's reasonable control, the University, at its option, may elect to service to pay such proportion of the contract price as it deemed reasonable.

4. **Price / Taxes:**

Prices stated in this agreement are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. Prices set forth shall be inclusive of applicable sales, excise, value-added or similar taxes until and unless specified in the schedule.

5. **Inspection and Acceptance**

All services covered under the contract may be inspected and tested by the University or its representatives at Contractors cost. If deemed necessary by the University, the Contractor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Service covered by this agreement shall be made

available to the University during the performance of the order.

If any service covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Contractor:

(a) rescind the contract as to such non-conforming Service;

(b) accept such service at an equitable reduction in price;

(c) reject such non-conforming service and require the delivery of suitable replacements.

(d) If the contractor fails to improvise the shortcomings in the performance promptly, the university, with notice of seven business days, may replace or correct such Service and charge the contractor the additional cost occasioned thereby, or terminate this order by default. No inspection (including source inspection) test, approval (including design approval) or acceptance of service shall relieve the contractor from responsibility for defects in the performance of contract or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

10. **Indemnity**

The contractor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the Contractor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its counsel at its own expense.

11. **Assignment / Subcontracting/subject**

The contractor shall not assign the contract received; any rights under this agreement or to become due hereunder neither delegated nor subcontracted/sublet any obligations or work hereunder..



12. **Cancellations**

The University may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Contractor, effective when sent, in the event that the Contractor:

(a) fails to comply with any term or condition of this order including, but not limited to, delivery terms: or

(b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets: or

(c) files a voluntary petition in bankruptcy : or

(d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days: or

(e) voluntarily ceases trading: or

(f) merges with or is acquired by a third party: or

(g) Assigns any of its rights or obligations under the Order to a third party without the university's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Contractor in writing fax or email of such cancellation effective and sent and the Contractor shall thereupon transfer title and deliver to the university such work in progress or completed service as may be requested by the university. The University shall have no liability to the Contractor beyond payment of any balance owing for Service purchased hereunder and delivered to and accepted by the university prior to the Contractor's receipt of the notice of termination, and for work in progress requested for delivery to the University.

14. **The vendor as in an Independent contractor:**

The vendor shall perform the obligation of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the university. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.

15. After each completion of supply order for food, the contractor shall send duplicate invoices including item number to the University's concern Department.

Payment of invoice shall not constitute acceptance of service ordered and shall be subject to appropriate adjustment, if the contractor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the Contractor, (or any of its associated or affiliated companies) against any amounts owned by the University with respect to this agreement.

16. **Compliance with Laws:**

By acceptance of this agreement, the contractor agrees to comply with the requirements of all the existing laws. The contractor also agrees to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Contractor's performance hereunder. The Contractor further agrees to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Contractor's failure to comply with any laws, ordinance, regulations and codes. The labours engaged shall be paid minimum wages as due & admissible with the difference if any due on revision by the contractor.

17. **Law of the Contract:**

This agreement shall be governed by and interpreted in accordance with the laws in existence and the jurisdiction of the Mumbai.

**Tentative schedule of Breakfast, Lunch, Snacks and Dinner.**

**Annexure-'A'**

Days	Breakfast	Lunch	Snacks	Dinner	
Monday	Idli Sambar	Brinjal (Gravy), Dal Rice, Roti, Buttermilk	Sandwich	Kadhi Pakoda (Besan), Aloo-capsicum (dry), (with tomato, onion), Rice, Roti, Fruit	Week-1: Mosambi Week-2: Pineapple Week-3: Orange Week-4: Banana
Tuesday	Misal Pav	Couliflower, Dal, Rice, Roti, Kalachana Gravy	Dahipuri	Green chawalai (dry), Dal, Rice, Roti, Dahi	
Wednesday	Matki	Sukhi Lauki, Dal Makhani, Rice, Dal, Roti	Dabeli	Aloo palak, Pila Matar, Jira rice, dal roti, Papad, sweet	Week-1: Gulabjamun Week-2: Ravahalwa (pineapple) Week-3: Rasgulla Week-4: Mithi bundi
Thursday	Uttapam	Patagobbi, Rasam, Rice, dal, roti	Vada pav (with red chatni)	Chola, Roti, Dal, Rice, Boondi Rayta	
Friday	Poha	Moong dry, gilka with chana dal, dal, rice, roti	Shevpuri	Soyachilli, Rice, dal, Roti, dahi	Week-1: Pav Bhaji-Pulav Week-2: Chines
Saturday	Meduvada sambar	Aloo-tomato-gravy, Puri, dal Rice	Samosa Pav	Aloomethi, chawlai gravy, Dal, Rice, roti, veg. rayta (without onion)	Week-3: Panir Week-4: Chinese
Sunday	Bread butter, egg	Masurdal, Masala Bhindi (No aloo), dal, rice, rpti	Dahi vada	Aloo methi, Chawlai gravy, Dal, Rice, roti, veg. rayta (without onion)	