

**MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY,  
DEORIA ROAD, GORAKHPUR-273 010, U.P.**

**Notice Inviting Tenders**

***Running Canteen Services at Raman Bhawan***

Registrar, M.M.M. University of Technology, Gorakhpur, U.P., hereby invites sealed bids from the reputed & experienced caterers/ firms / individuals who fulfils the eligibility criteria specified in the tender document for running and maintaining Canteen at Raman Bhawan in the MMMUT Campus as per following details:

Particulars of Work	Earnest Money Deposit (in Rs.)	Reserve License Fee per month (in Rs)	Tender Document Sale Period	Last Date and time for submission of sealed tender	Date and time for opening of tenders
Running and maintaining Canteen Services at Raman Bhawan of M.M.M. University of Technology, Gorakhpur, U.P.	10,000/-	1,000/-	15/12/2017 (10.00AM) to 27/12/2017 (upto 3.00 PM)	28/12/2017 (3.00 PM)	28/12/2017 at 3.30 PM In the office of Registrar, M.M.M. University of Technology, Gorakhpur, U.P.

Tender document containing eligibility criteria and other terms and conditions applicable for running and maintaining Canteen services at Raman Bhawan can be obtained from the Registrar Office during office hour on **payment of Rs. 500/=** (Non-Refundable) in cash. Tender document can also be downloaded from web site of the University <http://www.mmmut.ac.in>.

  
Registrar

M.M.M. University of Technology,  
Gorakhpur, U.P.

**MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY,  
GORAKHPUR-273010, U.P.**

**BID DOCUMENT FOR CANTEEN SERVICES AT RAMAN BHAWAN**

LAST DATE OF SALE OF BIDDING DOCUMENT: 27/12/2017 till 3.00 AM

LAST DATE & TIME FOR RECEIPT OF BID: 28/12/2017 till 3.00 PM

TIME & DATE OF OPENING OF BID: 28/12/2017 at 3.30 PM  
(In the office of Registrar, M.M.M.  
University of Technology, Gorakhpur.)

1. Tenders will be received in two separate envelopes clearly marked Cover A and Cover B. Cover A should contain "Technical Bid" along with earnest money & bio-data /job experience etc. (Annexure-I, Annexure-II and Annexure-III). Cover B should contain the "Price Bid"(Annexure-IV). Both envelopes should be put in an outer envelope super scribed "Bidding documents for Canteen Services at Raman Bhawan of MMMUT, Gorakhpur". Only cover "A" will be opened on the above specified date. Cover B (containing Price Bid) will be opened only of those bidders who are found technically responsive by the evaluation committee on the basis of documents submitted by the bidders on Cover "A". Technically responsive bidders will be evaluated based on Price Bid (License Fee per month). In case of two or more bidders Quote same License Fee per month, the evaluation committee can take decision based on the technical evaluations.

2. The tenders are to be submitted on the above- mentioned dates and time in the office of Registrar, MMM University of Technology, Gorakhpur. Tenders will be opened by the committee on the above- mentioned date and time in the presence of bidders who wish to be present during the bid opening. The Institute will not be bound to accept the quoted rates & Registrar of the University reserves the right to accept/reject any or all of the tenders without assigning any reasons whatsoever.

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DEORIA ROAD, GORAKHPUR-273 010, U.P.**

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**Registrar  
M.M.M. University of Technology,  
Gorakhpur, U.P.**

**AGREEMENT FOR LICENSING OF RUNNING THE CANTEEN SERVICES  
IN  
M.M.M. UNIVERSITY OF TECHNOLOGY, GORAKHPUR-273010, U.P.**

1. **This agreement is valid for a period of one year w.e.f the date of contract begins.**

2. **Scope of work/Contract**

Preparation, processing, cooking and serving of hygienically prepared/ cooked vegetarian snacks items at the Canteen at Raman Bhawan in M.M.M. University of Technology, Gorakhpur. U.P. for faculty, staff and students. The contract is for supply of tea, coffee, cold drinks, snacks etc. as per requirement.

3. **Period of License.**

The license shall initially be for a period of 1 year commencing from the 10th day of issue of allotment of the license. However, the license is extendable on yearly basis with mutual consent of both the parties on the same or modified terms & conditions with at least 10% increase in monthly license fee for each extended term subject to the satisfactory services of the licensee.

**4. Eligibility**

**A)** A minimum of one-year experience of good standing for running of Canteen/tea shops/cafeteria/Mess or restaurant for at least 150-200 persons per day.

**B)** The Contractor shall at the time during the continuance of the contract, comply fully with the existing Acts, Regulations and Bye laws including all statutory amendments and enactments of State and Central Govt. and other Local Authorities and any other enactments, notification and acts that may be passed in future either by the State or Central Govt or Local Authority including Food Safety and Standards Act 2006, Contract Labour(Regulation & Abolition) Act 1970, the Child Labour Prohibition and Regulation Act 1986, Employees Provident Fund Act 1952 Scheme made under the same Act.

**5. License Fee**

The licensee shall pay to the licensor monthly license fee in advance and without demand by 7th of each calendar month. The license fee for the 1st month shall be paid within 10 days from the issue of letter of allotment. The licensee shall pay interest @ 10% p.a. on the license fee due from him, if he/she does not pay the same on due date till the time full payment is made. A copy of the format of the license fee to be quoted by the contractor is enclosed as per financial quote (**Annexure-IV**). Minimum bidding price for the contract of Canteen is Rs. 1000 /- per month. The technically responsive highest bidder would be awarded the contract.

**6. Pre-Qualification Documents.**

**A)** Attested photocopy of proof of minimum one-year experience of good standing for running of Canteen/Canteen/restaurant with kitchen facilities.

**B)** Registration of UPGST and/or Other licences for running the food canteen.

**C)** The applicant shall provide a copy of the following documents: (i) AADHAR (ii) PAN No. (iii) a proof of residence.

**D)** Earnest Money Deposit (EMD) in a prescribed format.

**E)** Declaration as per **Annexure "III"** duly notarized.

**F)** Complete bidding document duly signed and stamped at all the pages by the bidder should be attached along with the bid in Cover "A".

**7. Security Deposit**

The contractor shall have to **deposit Rs. 25,000/-** ( Rupees Twenty Five Thousand only) as security in the shape of Demand Draft or unconditional Bank Guarantee in favour of the Registrar, M.M.M. University of Technology, Gorakhpur, U.P. in advance within 7 days from the issue of allotment letter and before taking possession of the said premises, which shall be refunded on expiry of the deed or adjusted against arrears of license fee or damages or as security against the breach of contract, if any, unless otherwise already forfeited. If and when the

amount of security falls below three months license fee on account of increase of the license fee during the subsistence of the deed, the contractor shall replenish the said amount of security.

#### **8. Execution of the agreement**

The successful bidder shall be required to execute an agreement deed on the format approved and supplied by the University on stamp papers of appropriate value at his own cost within 7 days for receiving and maintenance of the Canteen.

#### **9. Canteen Building and Fixtures**

Kitchen and service equipment will not be provided to the contractor. The contractor will do arrangements of all the required gazettes to run the canteen on his own cost. Canteen Building with the associated fixtures etc. 'as is where is' basis will be provided to the Contractor for running the canteen services. The safety and proper upkeep of the canteen building, spaces and fixtures shall be the sole responsibility of the contractor. The loss or breakage of any of the item shall be replaced at the contractor's cost.

#### **10. Electricity & Water Charges**

The Electricity bill will be charged as per Energy Meter Units reading at rates as decided by the University from time to time. The Water charges will be **Rs.100/= per month** with the water supply timings as per University Water supply time schedule. The Electricity and Water Charges are to be deposited along with the licence fee or as it is raised every calendar month.

The contractor shall use Electricity & water in a rational manner, to the bare minimum requirement. All switches of Electricity be switched off when not in use. The water taps also be closed when not in use. No overflowing of water will be allowed. No electric equipment will be allowed for cooking purpose except Hot Case, Mixes, Toaster, Microwave and Refrigerator. The processing of cooking shall be done on Gas for which the commercial connection shall be arranged by the contractor himself.

#### **11. Commencement of work**

The Contractor is required to commence the work within 7 days of the issue of the allotment letter. In the event of failure, a penalty @Rs.250/- per day w.e.f. date of award of contract shall be levied.

#### **12. Business timings**

The Canteen shall function all days of the week including Saturdays and Sundays and the Canteen timings will be 5.00 PM to 01.00 AM. The timings of the Canteen can be altered by the University authority as per need based on situations. The items served in the canteen and the prices of the respective items will be displayed on the Notice Board of the Canteen.

#### **13. Rates**

The rates shall be fixed as approved by the competent authority for menu items included in **Annexure - II**. The rates shall not be more than the MRP, in case of packed and branded items. The contractor should encourage the cashless payments.

#### **14. Canteen Staff**

The Contractor shall employ adequate number of experienced persons at his own cost to run the Canteen. In case of any complaint against any Canteen employee, the contractor shall immediately replace the particular person so deployed if so desired by the University Authority. The persons deployed by the Contractor for the work shall be employees of the Contractor for intents and purposes. The contractor will ensure that all his employees are medically fit and will wear clean and neat uniforms with name tag/name plate of the contractor as well as concerned employee on the uniform. Contractor will provide the list of his employees working in the Hostel Canteen with complete details of name, proof of residence, police verification, Medical certificate to the Registrar, MMMUT, Gorakhpur at the start of the contract immediately. Information of any change in the list of employees at any time during the contract period of the canteen shall also be made available to the Registrar simultaneously.

#### **15. Quality Control**

The Contractor shall use raw ration material of proper quality, standard make, ISI and FPO marked (where possible) and of reputed brands as under:

- a) Milk and Milk Products from Govt. approved Milk Federations;
- b) Cooking Oil – Refined Vegetable oil ISI Marked.
- c) Spices – As far as possible, dry whole grain spices and condiments.
- d) Cereal and Pulses – “A” grade quality free from Artifacts/ insect infestation.
- e) Fresh Fruits and Vegetables – Fixed regulated fresh supplies on alternate days.

#### **16. Determination of quality of work/ services**

The decision of the University Authority with regard to the determining of quality of work / services done by the contract, shall be final and acceptable to the contractor. The Contractor shall, thereafter, rectify the defects so pointed without any extra payment. The Vice Chancellor and/or Registrar or any other officer authorized for the purpose shall be at liberty to check the quality of items prepared in the Canteen at any time to take samples of the same for testing. In case, the quality of food is found unsatisfactory, action as deemed fit will be taken against the contractor.

#### **17. Disposal of Waste.**

It will be the sole responsibility of the contractor for proper disposal of all kitchen & general waste in an appropriate manner and ensuring hygiene & sanitation within the premises as well as the surrounding area. The contractor shall ensure there is no blockage of sewerage due to waste disposal.

#### **18. Fair use of Premises.**

The Canteen premises of Dining area 1 and 2 & other space including electrical & other kitchen equipment will not be used for private purpose & for private parties without the prior permission of the University Authority. If any such function is proposed to be celebrated the contractor will get prior permission from the University authority and use own electric generator set for which suitable additional rent as decided by the authorities of the University will be charged and it should be deposited by the contractor in advance.

#### **19. Cleanliness and sanitation**

The hygiene and sanitation of the premises shall be the responsibility of the contractor. The contractor shall be required to always keep the Canteen area as well as its surrounding hygienic, neat and clean. Sale or consumption of articles like cigarettes/tobacco products, Liquor & wine and other narcotics is prohibited in and around the Canteen.

#### **20. Preventive measures to be taken by the contractor**

The contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct by his employees. The contractor shall not use the Canteen area for residential purposes for himself and for his employees.

#### **21. Subletting of the contract**

The contractor will not sublet the contract wholly or partly or enter into any sub-contract through any mode for running such services.

#### **22. Termination of contract**

The contract may be terminated on occurrence of any of the following contingencies.

- a. On the expiry of the contract period without any prior notice.
- b. In case the services rendered by the contractor are found unsatisfactory or the contractor breaches any of the terms and conditions (by giving two months notice).
- c. In case the contractor is not interested to continue the contract or wants to discontinue in between before the expiry of the contract period, the contractor will serve a two months notice to Registrar of the University, failing which he will be liable to pay all damages i.e. forfeiture of the security amount. The contractor will continue to provide Canteen services till some alternative arrangements are made by the University or one month after the expiry of notice period of two months whichever is less. The contractor shall give minimum two months' notice. If the contractor does not give the requisite notice then the security deposited shall be forfeited in proportion to the period falling short of the specified notice period.

**23. Peaceful handing over of possession**

On completion/termination of the contract, it shall be the duty of the contractor to remove all the persons deployed by him and ensure that no person creates any disruption/hindrance/problem of any nature.

**24. Transfer of liabilities**

In the event of exigency of death, infirmity, insolvency of the contractor or for any other reason or circumstances, all liabilities shall be borne by the legal heir on such terms and conditions, as the Registrar of the University may think proper in public interest.

**25. Arbitration**

In the event of any dispute or differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of Registrar, M.M.M. University of Technology, Gorakhpur or his nominee whose decision shall be final and binding on the parties thereto. The Arbitration and Conciliation Act, 1996 shall apply to arbitration proceedings. The value of arbitration shall be only at Gorakhpur. The cost of arbitration charges shall be borne equally by licensor & licensee.

**26.** Registrar of the University reserves the right to accept/ reject any or all of the bids without assigning any reasons.

(To be enclosed in separate sealed envelope, i.e., **Cover “A”**)

1.	Name of the firm/company/ establishment/ proprietary concern registered (Please also write Registration Number, PAN, GTIN etc. details)	
2.	Address of the registered office	
3.	Address of the office of Company/Firm	
4.	Telephone Nos./Fax No./E-mail	
5.	Name and address of the partners/ owners of the agency with Tel./Mobile No.	
6.	Earnest Money Deposit(EMD) submitted	Yes/No.
7.	EMD details	DD No.                      Date : Drawn on Bank: For Rs.----
8.	Proof of financial status in the form of balance sheet for the last three years	
9.	Enclose an affidavit duly certified by the Notary at the location of the agency/head quarters, that the tenderers has never been blacklisted or punished by any court for any criminal offense/breach of contract and that no police, vigilance inquiry/criminal case is pending.	
10.	Experience certificate for doing business with reputed client.	
11.	Documentary evidences for having registration/exemption if any issued by the Appropriate Authorities of Uttar Pradesh State Government in respect of engagement of Canteen/canteen/mess/restaurant	
12.	Name and addresses of two persons of standing from whom the credentials of the agency can be verified.	
13.	Details of your reputed clients to whom you are providing Canteen/canteen/mess /restaurant services for last three years (enclose a copy of work /contract)	
14.	Enclose the details of the workforce with infrastructure facilities	
15.	Details of the contract with any Govt / Public sector etc. with contact person's name and telephone/ cell number etc.	
16.	Specify your turnover with documentary support	
17.	Documentary evidence for having contributed PF in respect of your staff.	

**Name, Signature and address with stamp of the bidder**



**MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY  
GORAKHPUR-273010, U.P.**

(To be enclosed in separate sealed envelope, i.e., **Cover “A”** )  
**RATE LIST (Specific Items)**

<b>S.N</b>	<b>Items</b>	<b>Rates</b>
<b>1-</b>	Tea per cup Coffee	Rs. 5/- Rs.12/-
<b>2-</b>	Aerated Drinks and other Packaged foods	on MRP
<b>3-</b>	<p style="text-align: right;">Veg chow Mein</p> <p style="text-align: right;">Samosa</p> <p style="text-align: right;">Alu Parathas with Curd (Two Parathas with curd)</p> <p style="text-align: right;">Onion Paratha</p> <p style="text-align: right;">Paneer Paratha</p> <p style="text-align: right;">Veg Burger</p> <p style="text-align: right;">Bun-Butter</p> <p style="text-align: right;">Egg Bhujija</p> <p style="text-align: right;">Egg Half Fry</p> <p style="text-align: right;">bread omelette</p> <p style="text-align: right;">Egg Roll</p> <p><u>Note:</u> Rates of other cooked items will be decided between mutual consent between University authority/student committee and the contractor.</p>	<p>Rs.20/- (Half Plate)\ Rs.35/- (Full Plate)</p> <p>Rs.5/- per piece Rs. 30/-</p> <p>Rs.20/- Rs.25/- Rs.15/-</p> <p>Rs.15/-</p> <p>Rs.10/- (one egg) Rs.10/- (one egg)</p> <p>Rs.20/- (two eggs) Rs.20/- (two eggs)</p>

**Name, Signature and address with stamp of the bidder**

**(To be enclosed in separate sealed envelope, i.e., Cover “A”)  
DECLARATION**

I/We accept all the terms & conditions mentioned in the “AGREEMENT FOR LICENSING OF RUNNING THE CANTEEN SERVICES IN M.M.M. UNIVERSITY OF TECHNOLOGY, GORAKHPUR” (as per Bid Document) and hereby tender monthly licensee fee as per sealed envelope, attached separately for Running of Canteen in M.M.M. University of Technology Campus, Gorakhpur.

**Name, Signature and address with stamp of the bidder**

Attested by : Notary

**Quotation**

**(To be enclosed in separate sealed envelope, i.e., Cover “B”)**

I/We tender monthly licensee fee of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ in

Words) for running Canteen in M.M.M. University of Technology Campus, Gorakhpur,  
U.P.

I/we have read all the terms & conditions mentioned in the tender form & I/we  
accept all these terms and conditions.

**Affix self signed latest Passport Size photograph.**

**Signature of Tenderer(s)**

**Name in Full** \_\_\_\_\_

**Address for Correspondence**

\_\_\_\_\_

\_\_\_\_\_  
**Permanent Address**

\_\_\_\_\_

\_\_\_\_\_  
**Phone No** \_\_\_\_\_