

**MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY GORAKHPUR,  
UTTAR PRADESH**

**TENDER DOCUMENT**

**NOTICE INVITING TENDER THROUGH E-TENDER UP PORTAL**

**FOR**

**Running Cafeteria at Main Campus, Raman Bhawan  
Hostel and Saraswati Bhawan Hostel**

**E-Tender ID: 2026\_MMMUL\_1191632\_1**

Basic Details

|                                      |                                                        |                                       |           |
|--------------------------------------|--------------------------------------------------------|---------------------------------------|-----------|
| Organisation Chain                   | Madan Mohan Malviya University of Technology Gorakhpur |                                       |           |
| Tender Reference Number              | MMMUT/ DSA/ 2026/III                                   |                                       |           |
| Tender ID                            | 2026_MMMUL_1191632_1                                   | Withdrawal Allowed                    | Yes       |
| Tender Type                          | Open Tender                                            | Form of contract                      | Item Rate |
| Tender Category                      | Services                                               | No. of Covers                         | 2         |
| General Technical Evaluation Allowed | No                                                     | ItemWise Technical Evaluation Allowed | No        |
| Payment Mode                         | Offline                                                | Is Multi Currency Allowed For BOQ     | No        |
| Is Multi Currency Allowed For Fee    | No                                                     | Allow Two Stage Bidding               | No        |

Payment Instruments

|         |      |                     |
|---------|------|---------------------|
| Offline | S.No | Instrument Type     |
|         | 1    | DD - Demand Draft   |
|         | 2    | BC - Bankers Cheque |
|         | 3    | RTGS - RTGS Payment |

Cover Details, No. Of Covers - 2

| Cover No | Cover                 | Document Type | Description                                                                |
|----------|-----------------------|---------------|----------------------------------------------------------------------------|
| 1        | Fee/PreQual/Technical | .pdf          | Technical Bid with all requisite documents and proof of tender fee and EMD |
| 2        | Finance               | .xls          | Financial Bid BOQ                                                          |

Tender Fee Details, [Total Fee in ₹ \* - 1,180]

|                              |                           |                |           |
|------------------------------|---------------------------|----------------|-----------|
| Tender Fee in ₹              | 1,180                     |                |           |
| Fee Payable To               | Finance Controller, MMMUT | Fee Payable At | Gorakhpur |
| Tender Fee Exemption Allowed | No                        |                |           |

EMD Fee Details

|                 |                           |                       |           |
|-----------------|---------------------------|-----------------------|-----------|
| EMD Amount in ₹ | 1,00,000                  | EMD Exemption Allowed | No        |
| EMD Fee Type    | fixed                     | EMD Percentage        | NA        |
| EMD Payable To  | Finance Controller, MMMUT | EMD Payable At        | Gorakhpur |

Work /Item(s)

|                                      |                                                                                     |                           |                        |                       |                                   |
|--------------------------------------|-------------------------------------------------------------------------------------|---------------------------|------------------------|-----------------------|-----------------------------------|
| Title                                | Tender for Cafeteria (Main Campus, Raman Bhawan Hostel and Saraswati Bhawan Hostel) |                           |                        |                       |                                   |
| Work Description                     | Tender for Cafeteria (Main Campus, Raman Bhawan Hostel and Saraswati Bhawan Hostel) |                           |                        |                       |                                   |
| Pre Qualification Details            | Please refer to Tender Document for Detailed QBCS based Qualification Criteria      |                           |                        |                       |                                   |
| Independent External Monitor/Remarks | NA                                                                                  |                           |                        |                       |                                   |
| Tender Value in ₹                    | NA                                                                                  | Product Category          | Miscellaneous Services | Sub category          | NA                                |
| Contract Type                        | Tender                                                                              | Bid Validity(Days)        | 90                     | Period Of Work(Days)  | 7                                 |
| Location                             | MMMUT, Gorakhpur                                                                    | Pincode                   | 273010                 | Pre Bid Meeting Place | NA                                |
| Pre Bid Meeting Address              | NA                                                                                  | Pre Bid Meeting Date      | NA                     | Bid Opening Place     | Registrar Office, MMMUT Gorakhpur |
| Should Allow NDA Tender              | No                                                                                  | Allow Preferential Bidder | No                     |                       |                                   |
| Tenderer Class                       | A                                                                                   |                           |                        |                       |                                   |

Critical Dates

|                                     |                      |                                   |                      |
|-------------------------------------|----------------------|-----------------------------------|----------------------|
| Publish Date                        | 06-Oct-2026 09:00 AM | Bid Opening Date                  | 21-Oct-2026 05:00 PM |
| Document Download / Sale Start Date | 06-Oct-2026 09:00 AM | Document Download / Sale End Date | 21-Oct-2026 04:30 PM |
| Clarification Start Date            | NA                   | Clarification End Date            | NA                   |
| Bid Submission Start Date           | 06-Oct-2026 10:00 AM | Bid Submission End Date           | 21-Oct-2026 04:30 PM |

Tender Documents

|              |      |                    |                                                                  |                       |
|--------------|------|--------------------|------------------------------------------------------------------|-----------------------|
| NIT Document | S.No | Document Name      | Description                                                      | Document Size (in KB) |
|              | 1    | Tendernotice_1.pdf | Notice Inviting Tender for Various Cafeterias of MMMUT Gorakhpur | 467.08                |

|                     |      |                  |                 |                                                                                 |                       |
|---------------------|------|------------------|-----------------|---------------------------------------------------------------------------------|-----------------------|
| Work Item Documents | S.No | Document Type    | Document Name   | Description                                                                     | Document Size (in KB) |
|                     | 1    | Tender Documents | FinalTender.pdf | Tender Document will all the details including Technical and Financial Criteria | 8232.33               |
|                     | 2    | BOQ              | BOQ_2251845.xls | Bill of Quantity                                                                | 366.50                |
|                     |      |                  |                 |                                                                                 |                       |

**Tender Inviting Authority.**

|                |                                   |
|----------------|-----------------------------------|
| <b>Name</b>    | Registrar, MMMUT Gorakhpur        |
| <b>Address</b> | Registrar Office, MMMUT Gorakhpur |



# Madan Mohan Malaviya University of Technology Gorakhpur – 273010 (U.P.) India

(Formerly Madan Mohan Malaviya Engineering College, Gorakhpur)  
Established by Act no. 22 of 2013 of U.P. Govt.

Tel : 0551 – 2273958 (O) Fax : 0551-2270011 (O)  
Website : [www.mmmut.ac.in](http://www.mmmut.ac.in)

## TENDER DOCUMENT FOR

### Cafeterias at Madan Mohan Malaviya University of Technology (MMMUT), Gorakhpur

Online bids through open e-tender under two-bid system are invited on behalf of MMMUT, Gorakhpur for providing Cafeteria Services at MMMUT Gorakhpur Campus. The details of the tender and mode of submission of bids are appended in the succeeding pages from Annexure 'A' to 'D'.

Tender document can be viewed and downloaded from MMMUT website [www.mmmut.ac.in](http://www.mmmut.ac.in) and UP e-tender website. The bids are to be submitted online upto the stipulated last date and time as mentioned in the document.

### SECTION 1

#### Details of Tender

#### a) Brief details of the tender

| S.No. | Description                     | Notice Inviting Tender (NIT) Details                                                                                                                                                                                                                |
|-------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | UniversityName                  | Madan Mohan Malaviya University of Technology                                                                                                                                                                                                       |
| 2.    | Name of Department              | Dean of Student Affairs                                                                                                                                                                                                                             |
| 3.    | Tender No.                      | MMMUT/DSA/2026/ dated:                                                                                                                                                                                                                              |
| 4.    | Tender Subject                  | Tender for <b>Cafeterias</b> (Main Campus, Raman Bhawan Hostel and Saraswati Bhawan Hostel).                                                                                                                                                        |
| 5.    | Tender Type                     | e-Tender                                                                                                                                                                                                                                            |
| 6.    | Earnest Money Deposit (EMD)     | Rs.1,00,000/-(Rupees One Lacs Only)                                                                                                                                                                                                                 |
| 7.    | EMD security to                 | University Account Details for deposition of the EMD Amount Bank Name: State Bank of India<br>Account Title:-Finance Controller, M. M. M. University of Technology, Gorakhpur<br>Account No:-39228884801<br>IFSC Code:-SBIN0002578<br>Branch:-MMMEC |
| 9.    | Availability of tender document | Tender document can be viewed and downloaded from MMMUT website <a href="http://www.mmmut.ac.in">www.mmmut.ac.in</a> and e-Tender website.                                                                                                          |
| 10.   | Contract period                 | Two years                                                                                                                                                                                                                                           |
| 11.   | Validity of bids                | 30 days from the last date of submission                                                                                                                                                                                                            |
| 12.   | Tender Inviting Authority       | Registrar, Madan Mohan Malaviya University of Technology, Gorakhpur, UP India, 273010<br>Email id- <a href="mailto:registrar@mmmud.ac.in">registrar@mmmud.ac.in</a>                                                                                 |
| 13.   | Contact Details                 | Tel: 0551 – 2273958 (O) Fax: 0551-2270011 (O)                                                                                                                                                                                                       |

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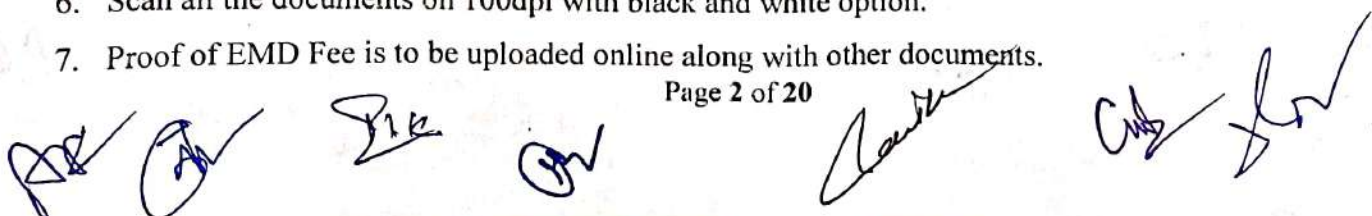
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### Schedule of Events

|                                     |                                                                                          |
|-------------------------------------|------------------------------------------------------------------------------------------|
| Tender Reference Number             | MMMUT/DSA/2026/                                                                          |
| Name of Work / Services             | To run <b>Cafeterias</b> (Main campus, Raman Bhawan Hostel and Saraswati Bhawan Hostel). |
| Publish Date & Time                 |                                                                                          |
| Document Download Start Date & Time |                                                                                          |
| Document Download End Date & Time   |                                                                                          |
| Queries (if any)                    | No queries will be entertained after clarification end date and time                     |
| Bid Submission Start Date & Time    |                                                                                          |
| Bid Submission End Date & Time      |                                                                                          |
| Technical Bid Opening Date & Time   |                                                                                          |
| Financial Bid Opening Date & Time   | Will be separately notified to the Technically qualified/shortlisted bidders.            |

### Instructions to bidders regarding e-tendering process

1. Bidders are advised to download bid submission manual from the e-Tender website to get acquainted with bid submission process.
2. To participate in the bidding process, bidders must get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000, as amended from time to time. Bidders can get digital certificates from any approved vendor.
3. The bidders must submit their bids online in electronic format with digital Signature. No technical/financial bid will be accepted in physical form.
4. Bids will be opened online as per the time schedule mentioned in the table of "**Schedule of Events**". If the mentioned date is declared as a holiday, the bids shall be opened on the next working day at the same time.
5. Bidders must ensure to upload scanned copies of all necessary documents mentioned as per NIT.
6. Scan all the documents on 100dpi with black and white option.
7. Proof of EMD Fee is to be uploaded online along with other documents.



- (135)
- MMMUT will not be responsible for the delay in online submission due to any reasons.
9. Conditional bidding will not be entertained.
  10. Bidders may contact the Dean of Student Affairs, MMMUT at [dsa@mmmut.ac.in](mailto:dsa@mmmut.ac.in) for any guidance or query.
  11. Any corrigendum or subsequent information/clarification shall be updated on the e-tender portal/university website only. Bidders should keep track of the same.

## Section-2

### Terms & Conditions of the Tender

1. The University reserves the right to shortlist the Tenderer(s) as per the requirement of the University and to allot "Cafeterias" collectively referred to as "Cafeteria" contract to the tenderer(s) it deems eligible and qualified based on the responses received, and the decision of the University in this regard shall be final.
2. The Tenderer should be a registered and licensed Service provider /Firm/Agency having sound professional expertise for providing "Cafeteria" in Educational/Training Institutes and Universities as well as government organization
3. Before submission of Tender document, the tenderer, in their own interest, are advised to visit site and its surrounding and satisfy themselves in respect of the site conditions as the MMMUT shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the tenderer shall be at their own risk & responsibility.
4. The tenderer must have a minimum one (01) year of experience in running "Cafeteria" in Educational/Training Institutes and Universities having capacity of at least 500 students in a single institution and should be a profit-making firm/ Service provider /Agency. The turnover for the financial year 2025-26 must not be less than Rs. 20 Lacs.
5. Certificate regarding bidder company not being bankrupt/insolvent from statutory CA/CS of bidder company should be uploaded along with other documents.
6. MMMUT reserves the right to terminate the contract of a successful tenderer on one month's notice without assigning any reasons thereof.
7. MMMUT reserves the right to split the work or award the "Cafeteria" contract to more than one tenderer at the same rate.
8. The award process may be postponed/cancelled Suo motu without assigning any reason or giving any notice to the tenderer(s). The University reserves the right to consider the tenders of only short-listed firms.
9. The issuing of tender document shall not constitute that the tenderer is automatically qualified.
10. If even after the award of contract, information / facts submitted by the tenderer is found misleading/incorrect/false etc., MMMUT reserves the right to terminate the contract forthwith.
11. The mode of submitting the Tender in two bid formats shall be as under:
  - (i) Online Bid Submission: Technical and Financial bids complete in all respects, as per annexed

proforma, must be uploaded at aforesaid portal, as per stipulated mentioned date and time.  
(ii) Financial bids of only those bidders shall be considered, whose technical bids are complete in all respects and qualify the technical criteria as per tender document.

12. Evaluation Procedure: The received bids will be scrutinized on the basis of documents submitted as mentioned in **Annexure-AI**, by the committee constituted by the University.

The evaluation of scrutinized bids will be done in two stages based on the QCBS (quality and cost based selection) having 70% weightage for Technical bid as per **Annexure-AII** and 30 % based for Financial bid.

The Technical and Financial Bid Evaluation of eligible bidder will be done by as per the procedure described below:

On the basis of the technical bid along with valid supporting documents, the Committee will shortlist bidder(s) who comply with all the criteria and score a minimum of 40% marks for the criteria as described in **Annexure-AII**.

The name(s) of the technically qualified bidder(s) for opening of financial offer and the list of these technically qualified bidder(s) shall be updated on e-Tender website. No separate intimation shall be sent to individual bidder(s).

The financial bid of those bidders will be opened who will be shortlisted in technical evaluation as mentioned above. The quoted bid for rent should strictly lie between Rs. 60,000/- to ~~75,000/-~~ <sup>75,000/-</sup> (both the extremes included). Any bid outside this range will be summarily rejected. The financial bid score will be calculated as per the following Table.

| S.No. | Quoted bid range (Rs.) | Marks |
|-------|------------------------|-------|
| 1.    | 60,000-65,000          | 50    |
| 2.    | 65,001-70,000          | 75    |
| 3.    | 70,001-75,000          | 100   |

➤ The total score will be computed on the basis of QCBS (i.e. 70% weightage to technical bids score as per **Annexure-AII** and 30% weightage to the financial bid score).

➤ The work will be awarded to the highest scorer bidder (H1).

After opening the financial offer(s) of the technically qualified bidder/contractor (s), the committee will consider the highest scorer bidder (H1) for award of the contract.

13. The online tenders shall be opened by a committee constituted for this purpose as per date and time, in the presence of tenderers/contractors or their authorized representatives, who wish to be present, at the time of opening of the tenders.

14. In case of any incomplete document/information uploaded by the tenderer, the tender may be rejected without assigning any reason thereof. The tender document is neither transferable nor is the cost of the document refundable under any circumstances.

15. An EMD amounting to Rs. 1,00,000/- (**Rupees One Lacs only**) is to be deposited in designated University bank accounts, by or before the last date and time of submission of bids, without which the tender submitted by the firm(s) shall be rejected. EMD of the unsuccessful Tenderers shall be refunded immediately after finalization of tender/contract whereas the EMD of the successful

Tenderer will be treated as Security Deposit. However, the EMD of successful Tenderer who, after award of the contract, fails to provide the services within the time limit (provided for starting the requisite services) shall be forfeited. The proof of the transaction in respect of EMD payment is also to be uploaded online along with bids.

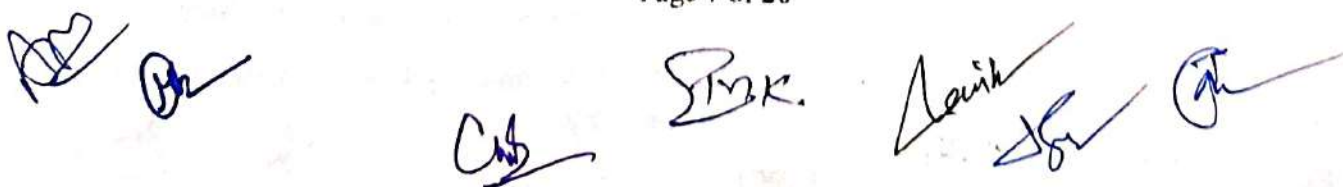
16. The University shall permit the firm delivering the "Cafeteria" to use the University premises for running the Services for the students/faculty/staff during the duration of the contract. The said period is extendable at the sole discretion of the University Authorities only on satisfactory performance/services by the Service provider.
17. The "Cafeteria" by the Service provider will cover all the items/services, which may be agreed upon in writing from time to time between the service provider and the Office of Dean of Student Affairs (DSA office) and kept displayed at appropriate places of the "Cafeteria" premises as the case may be under the seal & signatures of Dean of Student Affairs / Associate Dean of Student Affairs.
18. The present number of residents in the campus is approximately 5000.
  - The Service provider will deliver their services to the University students/staff as per the terms and conditions. The Cafeteria Menu applicable in this regard is enclosed as **Annexure-B**.
  - The list of brands of items to be used is enclosed as **Annexure-C**.
19. The EMD amount of **Rs. 1,00,000/- (Rupees One Lacs only)** of the successful tenderer/service provider shall be treated as security deposit for due fulfilment of the contract for the "Cafeteria". No interest will be given on the security deposit. Any penalty / fines / compensation due from the Cafeteria contractor shall be deducted from the routine payments or otherwise from the Security Deposit. The Security Deposit subject to deductions will be refunded three months after termination or expiry of contract.
20. The Service provider will make arrangements to maintain proper hygiene in their premises.
21. The Contract shall be for a period of two (02) years. The competent authority, MMMUT, subject to its satisfaction may consider the extension of the period of contract upto One year in the larger interest of the students and the University.
22. The service provider is required to furnish a valid FSSI license registered in the name of the particular and individual Cafeteria (Main canteen, Raman Bhawan Hostel, Saraswati Bhawan Hostel) at MMMUT within 30 days from the award of the contract for the duration of the contract.
23. The Service provider shall not sublet the contract/ premises / venue allotted by the University or enter into contract with any other party to run the business at the said premises / venue implicitly/explicitly failing which the Contract shall be cancelled and the decision of the University in this regard shall be final and binding on the Service provider.
24. It shall be the responsibility of Service provider to constantly maintain the quality of the "Cafeteria services", which may be agreed upon in writing from time to time between Service provider and the Dean of Student Affairs/Associate Dean of Student Affairs, MMMUT. The scope of work for providing Cafeteria services in the University is written in **Annexure-DI**. The quality and rates of "Cafeteria items" shall be monitored by a competent authority. The competent authority would include Dean of Student Affairs/Associate Dean of Student Affairs.



Warden and students representative.

25. The Service provider shall observe proper working hours as may be notified by the Dean of Student Affairs from time to time including the summer/winter breaks and shall keep himself or his authorized representatives available at the "Cafeteria" premises in MMMUT during the working hours.
26. The Service provider will comply with all such instructions that may be issued to him by the University through any of its functionaries, including the office of Dean of Student Affairs in regard to the operation and maintenance of the University premises. The Service provider shall provide all such equipment/utensils, material, eatables etc. as may be required for effective operation of the "Cafeteria" as may be communicated to him by the functionaries of the University.
27. It shall be the responsibility of service provider to maintain and upkeep all the machinery and other equipment including items of furniture and fixture provided by the University and any repair/replacement in this regard shall be required to be immediately intimated to the Dean of Student Affairs for requisite repairs. However, in case any damage to the machinery and other equipment including items of furniture and fixture is caused by the service provider then a suitable penalty for the repair/ replacement shall be deducted from the security deposit.
28. The responsibility of upkeep, cleanliness of mess/kitchen area, maintenance and repairs of the Cold Storage units in the Cafeteria shall be entirely on the service provider.
29. In case of any default or deficiencies of services provided by the tenderer/service provider, the alternate arrangement will be made by the University at the risk & cost of the tenderer.
30. The Dean of Student Affairs/Associate Dean of Student Affairs, MMMUT shall be authorized to inspect the premises, quality of edibles/products/items, sanitation and other arrangements from time to time. In case of any unsatisfactory condition or any defect or deficiency in the service or performance of contract is found by the competent authority then the University will issue a warning letter and impose a fine of Rs.10,000/- on the Service provider on first occasion. On subsequent occasion of such lapse on the part of service provider the fine of 25,000/- would be imposed. Such fines will be deductible from the Security Deposit or any amount due to the Service provider, if not paid by the Service provider. A third occurrence of such defect or deficiency in performance shall result in the immediate termination of this Contract.
31. The successful tenderer shall have to execute an agreement on non-judicial stamp papers of requisite denomination within a week of the receipt of award/contract letter which shall be guiding document for operation of "Cafeteria" contract so awarded.
32. The successful tenderer who may be awarded the contract for the "Cafeteria" subject to fulfillment of all other formalities should be able to provide the requisite services within a period of (15) days from the date of award of contract failing which the contract may be awarded to the next lowest/suitable tenderer.
33. MMMUT reserves the right to terminate the contract on one month's notice if the performance is not satisfactory. The Service provider can also terminate the contract by giving three months' notice and clearing all the dues if not willing to continue the contract.

34. The Service provider shall maintain and upkeep cooking gas cylinders (if required) of commercial category in the "Cafeteria" premises and shall also abide by all government instructions in this behalf.
35. The Service provider shall not cause any loss or damage to the property of the University and shall be responsible to compensate the University for any such loss or damage. However, he/she shall be personally responsible for his machinery, equipment and other belongings.
36. The Service provider shall engage well behaved experienced staff for working in the Cafeteria and the service provider shall be responsible for their work, behavior, and conduct. If at any time, the work/behavior of any such employed staff of the Service provider is found to be unsatisfactory, the Service provider shall be liable to remove such a person immediately when ordered to do so by Dean of Student Affairs/Associate Dean of Student Affairs, MMMUT whose decision in this regard shall be final and binding.
37. The Service provider shall take all precautions that all persons engaged by him to do any work for "Cafeteria" are courteous, civil, sober, honest and free from any virulent or contagious disease(s). The Service provider shall be under obligation to obtain the following certificates during the period of Contract:
- Medical fitness certificate from the authorized Medical Officer.
  - Character certificate from Police for all the people engaged by the Service provider.
38. The Service provider shall ensure that all the workers deployed by him/her wear proper uniforms including head caps, hand gloves, mask and identity cards during their working hours in the University. The service provider will also ensure that the "Cafeteria" premises is not used as a residence of the workers.
39. The Service provider shall not do any act/omission which may be prejudicial to the interests of the University.
40. The Service provider shall not construct, raise or modify any structure, temporary or permanent in or around the "Cafeteria" premises, without the prior written permission of the University.
41. That the permission / leave / license granted in favor of the successful Service provider shall not create any tenancy, lease and otherwise other interests or other right on the property. The present arrangement is only a temporary permission granted in favor of the Service provider for a period mentioned herein above and subject to the performance / observance of the other conditions as may be communicated to the Service provider by the University. The licensed space shall always remain under actual control and possession of the University.
42. The Service provider 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 labor Act and such other Acts or laws, regulations passed by Central, State and Local government authority or agency and in the event University being made liable for any expenditure or otherwise on this account, the same shall be recoverable by the University from Service provider.
43. The Service provider shall obtain adequate insurance policy in respect of his/her workers engaged by it towards meeting the liability of compensation arising out of injury/disablement/death at

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workplace.

44. The liability/responsibility in case of any accident-causing injury/death to Cafeteria workers or any of staff shall be of the Service provider.
45. The workers of the Service provider shall be of good character and of sound health and should be above 18 years and below 60 years. Responsibility of antecedents of his/her workers shall lie with the Service provider.
46. The University shall provide chairs, tables, air conditioners and water coolers for the dining halls in the Cafeterias. All other furniture and equipment required for satisfactory performance of this contract will be arranged by the Service provider. The Cafeterias are already well equipped with facilities for storing foods. All other equipment, machinery, cutlery & other requirements will be arranged by the service provider.
47. The Service provider will be allowed to use the kitchen and dining hall with furniture in cafeteria for discharge of the contract. The Service provider will use this space only for people actually working in the kitchen, dining hall for providing services under this contract. The Service provider shall not make or cook any meals(s) in the premises of the University for supply to any persons(s) outside the University other than the students, guests and the staff of the University.
48. The Service provider shall not make any damage caused to the space, furniture, fittings and equipment of the University that are in use. The amount of compensation payable for such damage shall be assessed by the University on a replacement cost basis. This compensation will be deductible from the security deposited by the Service provider.
49. Facilities to be provided by MMMUT:
  - i) Cafeteria halls with adequate furniture.
  - ii) Kitchens with Stores.
  - iii) Water (On Fixed charge Basis).
  - iv) Electricity (On Bill Basis).
  - v) Gas supply through pipelines (On Bill Basis).
  - vi) Rooms with adequate furniture and fixtures for running Cafeteria.
50. The minimum rent for using the "Cafeteria" premises shall be as per the prevailing government norms and rate schedules.
51. The furniture issued will be on One-time basis and it should be returned in good condition. Its maintenance will be the responsibility of the Service provider who will be responsible for any breakage and damage of the furniture by its staff.
52. That no right, much less a legal right shall vest in the Service Provider's workers to claim/have employment or otherwise seek absorption in MMMUT nor the Service Provider's workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the MMMUT. The workers will remain the employees of the agency/service provider and this will be the responsibility of the service provider to make it clear to their workers before deputing on work at the MMMUT.
53. None of the workers of the service provider shall enter into any kind of private work within the

campus of the MMMUT during working hours/days.

54. The Service provider shall maintain an inspection book as prescribed by the Dean of Student Affairs, MMMUT, which will be made available to the empowered committee of the MMMUT. Any fault/observation recorded there in shall be attended immediately.
55. If in the execution of their work, any infraction/breach/infringement of any law/rules/byelaws for the time being in force, takes place; Service provider shall indemnify the University and hold the University harmless against the consequences of any litigation/prosecution in any matter connected with or arising out of the subject including the result of any labor dispute and should any award or decree including awards of any labor court and / or Arbitrator which might be forced/sought against the University, the University shall be compensated by the Service provider to the full extent in respect of all such claims/awards etc.
56. The Service provider shall advise its workforce etc. to strictly refrain from smoking or using any kind of tobacco products or pan chewing, consumption of alcohol or non-veg. food and playing cards within or around the premises of the University. The food/product/item quality may be inspected randomly by the University authorities.
57. On expiry of the contract, the Service provider shall vacate the premises of the University immediately and handover the charge of equipment etc. peacefully to the officer nominated by the Dean of Student Affairs.
58. If any question or dispute arises to the interpretation or violation of any of the terms and conditions of this contract, the matter will be referred to the sole arbitration of an Arbitrator appointed by the Hon'ble Vice Chancellor, MMMUT whose decision shall be final and binding on the parties.
59. Notwithstanding to any provision in this contract, if the Service provider 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 Service provider by the University. In case of cancellation of the contract, the Security Deposit of the Service provider shall be forfeited.
60. The bidders must visit the consignee's location to evaluate the site and facility for assessing the requirement of space etc. before the technical evaluation, if needed.
61. In case of any false/misleading information, the bid evaluation committee has all the rights to cancel the bid.
62. Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be in working conditions. List of emergency number should be displayed in a prominent place of the "Cafeteria" premises. First aid measures should also be available in outlet for emergencies.
63. Usage of plastic bags is strictly PROHIBITED in the MMMUT campus and the same shall not be used under any circumstances in "Cafeteria" premises, whatsoever. Instead, use of Paper bags etc. is encouraged.
64. The service provider should not keep Unusable/old/not working/stale/expired food items/goods

(i.e. beyond expiry date) in their premises under any circumstances at MMMUT.

65. Facility of Payment by Credit/Debit card, ATM cards, BHIM, UPI etc., should be made available.
66. Therefore, all the participating bidders need to visit the site on their own expenses and need to present a PPT presentation before the bid evaluation committee.

All the "Cafeteria" outlets will remain open as per following timings.

| S. No. | "Cafeteria" Locations   | Opening Time | Closing Time |
|--------|-------------------------|--------------|--------------|
| 1      | Main Campus             | 9 AM         | 6 PM         |
| 2      | Raman Bhawan Hostel     | 5 PM         | 11:45 PM     |
| 3      | Saraswati Bhawan Hostel | 5 PM         | 11:45 PM     |

Successful bidder can extend the operating hours after approval from MMMUT, Gorakhpur.

As and when Empowered monitoring Committee of MMMUT proposes a fine, they will inform the representative of the Contractor, and the fine will be imposed by the university on recommendation of the Empowered monitoring Committee of MMMUT. The Contractor shall be fined for not adhering to the agreed terms as per the following rules:

- Non-availability of complaint registers on the counter/discouraging students from registering the complaints would lead to a fine of Rs.1,000/-on the Contractor.
- Each instance of complaint of an insect/plastic/nail/foreign object cooked along with food or found in food item would invite a fine of Rs. 25,000/-on the Contractor.
- Three or more complaints of unclean or smell utensils/hygiene failure within a two-week period would lead to a fine of Rs. 5,000/-on the Contractor.
- If the Empowered monitoring Committee of MMMUT agrees that a certain meal was not cooked properly then a fine of Rs.1,000/-would be imposed on the Contractor.
- Any Changes/Deviation in menu/items in the **Cafeteria** without permission of Empowered monitoring Committee of MMMUT would result in a fine of Rs. 1,000/-on the Contractor.
- Each instance of unprofessional behavior (lack of personal hygiene of staff, consumption of prohibited substances, smoking, spitting of gutkha/panmasala etc, misbehavior by workers, maintaining unclean utensils etc. as determined by the Empowered monitoring Committee of MMMUT etc.) will lead to fine of Rs. 2,000/-on Contractor.
- The unavailability of items mentioned on the menu without any prior notice would invite a fine of Rs 2000/-.
- Using brands not mentioned in the contract or without prior permission and/or adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Empowered monitoring Committee or DSA.

ix. For any rules stated in the agreement,

- a) First violation of the rule implies fine as per the rule. However, in exceptional cases where the nature of violation is of serious nature, the Empowered monitoring Committee of MMMUT may propose higher fines than those indicated above.
- b) Second and subsequent violations of the same rule within 30 days of the previous fine will add 50% of the initial amount of fine on the Contractor.
- c) If any of the above rules are violated 10 times within one quarter (taken as a total) the Contractor will be liable for automatic disqualification, and the contract may be terminated. However, this is not the only criteria for termination. The university reserves the right to terminate the contract at anytime, considering the frequency and seriousness of violations.

67. Firms and outsourcing agencies having outstanding dues payable to the University shall be considered once they clear their dues.

Dean of Student Affairs  
MMMUT, Gorakhpur



**Technical Bid**

The tenderer must furnish the following mandatory enclosures. This data shall be submitted without failing the technical bid only and not otherwise.

Name of the registered and licensed Service provider /Firm/Agency: M/s \_\_\_\_\_

Amount of EMD (with transaction number and date): online payment details

| S.No. | Particulars                                                                                                                                                                                                                                                                                                                                                                                               | Page No |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.    | Certificate of Incorporation/Establishment as registered and licensed Service provider /Firm/Agency from concerned Competent Authority as applicable.                                                                                                                                                                                                                                                     |         |
| 2.    | One-year Professional experience of the concerned registered and licensed Service provider /Firm/Agency for providing <b>Cafeteria</b> having sound professional expertise for providing <b>Cafeteria</b> in Educational/training Institutes, Universities, Medical Institute/Hospitals and government Organization duly supported with documentary proof of work order/agreement deed, Supply order etc. |         |
| 3.    | Copies of FSSAI license issued by the Competent Authority to the entities as enumerated at S. No.1 above.                                                                                                                                                                                                                                                                                                 |         |
| 4.    | Copies of Registration for GST.                                                                                                                                                                                                                                                                                                                                                                           |         |
| 5.    | Compulsory valid Labor Registration Certificate issued by Govt. Labor Department.                                                                                                                                                                                                                                                                                                                         |         |
| 6.    | Annual turnover of the Firm for the last one year i.e. FY 2025-26 supported by Balance Sheet, Profit & Loss Account duly authenticated by a Chartered Accountant, copies where of to be closed.                                                                                                                                                                                                           |         |
| 7.    | Copy of Income tax return for the last one year along with a copy of PAN card of the <b>Cafeteria</b> . (Assessment Year 2025-26)                                                                                                                                                                                                                                                                         |         |
| 8.    | Certificate regarding bidder company not being bankrupt/insolvent from statutory CA/CS of bidder company should be uploaded along with other documents.                                                                                                                                                                                                                                                   |         |

Additional pages, if needed, may be used.

For & on behalf of M/s(Authorized Signatory)

Name \_\_\_\_\_

**Note: Kindly attach relevant documents only.**

Technical Evaluation Criteria

| Sl. No. | Parameters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Total Marks=100  |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1.      | <p><b>Food and General Services</b> currently operational by bidder (as on closing date of the tender) in any of the State/Central Universities/IITs/NITs/IIMs/Medical Institute/Hospital and other Govt. Higher Educational Institutions/Private University/Govt. Organization. Marks as per following criteria. (max 40 marks)</p> <ul style="list-style-type: none"> <li>• 08 Marks per running contract for 1501-2000 strength.</li> <li>• 05 Marks for 1001-1500 strength.</li> <li>• 04 Marks for 501-1000 strength.</li> <li>• 05 Marks per Private University for running contract for more than 2000 strength.</li> </ul>                                                                                                                                                                                                                      | Maximum Marks 40 |
| 2.      | <p>Bidder should have satisfactorily completed or executed Institutional <b>Food and General Services</b> contracts in any State/Central Universities/IITs/NITs/IIMs/Medical Institute/Hospital and other Educational Institutions/Private University/Govt. Organization in the last five years. Marks as per following criteria. (max 40 marks)</p> <ul style="list-style-type: none"> <li>• 08 Marks per organization/institute per year for 1501-2000 strength.</li> <li>• 05 Marks per organization/institute per year for 1001-1500 strength.</li> <li>• 04 Marks per organization/institute per year for 501-1000 strength.</li> <li>• 05 Marks per Private University for running contract for more than 2000 strength.</li> </ul> <p>Performance certificate or similar document from the concern institute authority to be submitted.</p>      | Maximum Marks 40 |
| 3.      | <p>Detailed Presentation about "<b>Food and General Services</b>" at present sites and proposal for MMMUT Gorakhpur, from Bidders qualified as per <b>Annexure A-I</b>, including following aspects but not limited to:</p> <ul style="list-style-type: none"> <li>• Present and Proposed Worker to Student Ratio (To ensure smooth service)</li> <li>• System of handling of complaints/feedback/suggestions by the Manager/ supervisor at the site</li> <li>• Record-keeping and database system (used at Present sites and Proposed for MMMUT Gorakhpur)</li> <li>• Number of Management Staff with role responsibility, experience and qualification who will be Physically Available at Site. (at Present sites and Proposed for MMMUT Gorakhpur)</li> <li>• Man Power (to be employed at MMMUT) (Please specify number and experience)</li> </ul> | Maximum Marks 20 |

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|                                                                                                                                                                                                                                                                                                                                                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Number of Manager:<br>Cooks:<br>At counter:<br>Delivery in main campus:<br>Cleaning desks:<br>Any other:<br><ul style="list-style-type: none"> <li>• Technological add on (App based food booking)</li> <li>• Mechanism for Compliance of labor laws maintained at present sites</li> <li>• Menu (variety) Specify the Menu that would be served daily, weekly on specified days.</li> </ul> |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

Annexure-B

**CAFETERIA MENU**

| S. No. | Item Name                                                                                | ❖ Tentative Rate (Rs)            |
|--------|------------------------------------------------------------------------------------------|----------------------------------|
| 1      | Tea (Large Cup)                                                                          | 10.00                            |
| 2      | Tea (Small Cup)                                                                          | 6.00                             |
| 3      | Coffee                                                                                   | 20.00                            |
| 4      | Snacks (One Piece)                                                                       | 10.00                            |
| 5      | Sweets (One Piece)                                                                       | 15.00                            |
| 6      | Poha (Per Plate)                                                                         | 20.00                            |
| 7      | Lunch (4 Roti, Rice, Daal, Sabji, Achar, Papad, Sweet)                                   | 75.00                            |
| 8      | Puri-Sabji (6 Puri, Sabji, Achar)                                                        | 40.00                            |
| 9      | ChholaBhatura (2 Bhature)                                                                | 50.00                            |
| 10     | Masala Dosa                                                                              | 60.00                            |
| 11     | Plain Dosa                                                                               | 40.00                            |
| 12     | Idli (Two Pieces)                                                                        | 30.00                            |
| 13     | Idli (One Piece)                                                                         | 15.00                            |
| 14     | Aaloo Paratha (Two Pieces)                                                               | 35.00                            |
| 15     | Gobhi Paratha (Two Pieces)                                                               | 35.00                            |
| 16     | Special Lunch (4 Roti, Rice, Daal, Paneer ki Sabji, Mix Veg, Achar, Sweet, Papad, Salad) | 100.00 (Minimum Order 25 Plates) |
| 17     | Rice                                                                                     | 15.00                            |
| 18     | Roti                                                                                     | 8.00                             |
| 19     | Sabji/Sambhar                                                                            | 15.00                            |
| 20     | Fried Rice                                                                               | 35.00                            |

G

|    |                              |       |
|----|------------------------------|-------|
| 21 | Pakori small size (4 pieces) | 10.00 |
| 22 | Bread Pakora (1 piece)       | 25.00 |

\* The list of above items is only suggestive. Actual number of items available is not limited to this list.

❖ Rate will be decided by the Empowered monitoring Committee.

All packed items such as Chips, Namkin, Biscuit, Papad, Lassi, Mattha, Pattise, Water bottle, cold drinketc. will not be sold at more than MRP in any condition and at least 10% discount will be provided on MRP. MMMUT through its functionaries reserves the right to approve the make/brands of items/products to be provided by the service provider. Not approved items/products shall not be sold in Cafeterias under any circumstances.

**Note:** The quantity will be served as suitable for the normal healthy adult, and as decided by the Empowered monitoring Committee.

Annexure-C

**List of brands of items to be used in "Cafeteria"**

| S.No. | Item(s)               | Brand                                         |
|-------|-----------------------|-----------------------------------------------|
| 1     | Milk                  | Amul/Gyan/Mother Dairy                        |
| 2     | Bread                 | Britannia/Harvest                             |
| 3     | Butter                | Amul                                          |
| 4     | Jam                   | Kissan/Patanjali mix fruit                    |
| 5     | Tomato Sauce          | Kissan/Maggi                                  |
| 6     | Chilli Sauce          | Kissan/Maggi                                  |
| 7     | Tea/Tea Bags          | Taj Mahal/Nestle/Tata Tea/Brook Bond          |
| 8     | Coffee                | Nescafe/Bru                                   |
| 9     | Refined Vegetable Oil | Dhara/Fortune                                 |
| 10    | Vanaspati Ghee        | Dalda/Patanjali                               |
| 11    | Mustard Oil           | Fortune/Patanjali/Bail Kolhu                  |
| 12    | Rice                  | Medium-size basmati rice/Good quality         |
| 13    | Sugar                 | Good quality                                  |
| 14    | Besan                 | Rajdhani/Patanjali                            |
| 15    | Pulses                | Golden Harvest/Tata/Patanjali                 |
| 16    | Spices                | Everest/Catch/Goldie/MDH                      |
| 17    | Fruits/Vegetables     | Seasonal fresh quality                        |
| 18    | Salad                 | Seasonal items consisting of green vegetables |
| 19    | Ice Cream             | Mother Dairy/Parag/Kwality/Amul               |
| 20    | Salt                  | Tata/Ashirwad                                 |
| 21    | Aata (Wholewheat)     | Ashirwad/Shaktibhog/Annakoot                  |
| 22    | Suji & Maida          | Ashirwad/Shaktibhog/Annakoot                  |

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|    |              |                                                             |
|----|--------------|-------------------------------------------------------------|
| 23 | Namkin       | Haldiran, Bikano, Bikaji                                    |
| 24 | Biscuit      | Britannia, Parle, ITC, Oreo, Sunfeast, Priyagold, Patanjali |
| 25 | Chips        | Lays, Doritos, Cheetos, Kurkure, Kettle                     |
| 26 | Water bottle | Kinley, Aquafina, Bisleri                                   |

- All Brands should be Registered Agmark.
- If Service provider wants to change the brands due to non-availability of above brand, then it must be approved by the Empowered monitoring Committee of the university.
- If the Service provider does not provide above mentioned branded products in "Cafeteria" and found that other brand products are being used which are not mentioned in the above list, the stock will be seized, and heavy penalty will be imposed.

Annexure-DI

#### Scope of Work for Cafeterias

1. The work shall include providing of good/fresh and hygienic vegetarian food at the Cafeteria hall as per menu suggested/prepared by Empowered monitoring Committee.
2. The approximate number of students is 4000.
3. The food must be prepared in clean, hygienic and safe conditions as per menu suggested/prepared by Empowered monitoring Committee.
4. The kitchen, cafeteria hall, hand wash area, dish wash area etc. will be washed with water and soap solution and moped periodically and will be disinfected thrice a month.
5. The garbage collected from kitchen, cafeteria halls, dish wash area will be disposed off every morning as per directions issued by the Dean of Student Affairs / Associate Dean of Student Affairs, MMMUT in this regard. The surrounding shall be kept neat, clean and hygienic.
6. High quality of hygiene, sanitation and safety will be maintained at kitchen and cafeteria halls along with adequate provision for flies /insect catchers.
7. After every meal all utensils shall be cleaned in soap solution and hot water and dried and kept ready for next meal.
8. Water coolers and purifiers should be cleaned and maintained as per instructions by the Dean of Student Affairs, MMMUT.
9. The Contractor shall provide requisite crockery and cutlery of good standard/make. For cooking and serving tea, eatables etc. they shall use their own utensils.
10. The Contractor will have to abide by the rules & regulations and conduct decided by the Dean of Student Affairs MMMUT in consultation with the Cafeteria monitoring Committee.

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## LICENSE DEED

This Deed of Agreement is made on \_day of \_at between Madan Mohan Malaviya University of Technology, Gorakhpur, Uttar Pradesh through its Registrar, here in after referred to as Licenser-Party of the First Part.

AND

M/s \_\_\_\_\_ (name of the firm & address) through its authorized signatory \_\_\_\_\_ (name of the owner), herein after referred to as Licensee-Party of the Second Part.

The Licensee has agreed to operate and provide the "Cafeteria" to the Students/Faculty/Staff, etc. of the University at MMMUT Campus, Gorakhpur on the terms and conditions appearing here under:

On behalf of MMMUT, the Licenser has agreed to grant Leave and License to the Licensee for usage of University premises to operate the "Cafeteria" for the Students, Faculty/Staff, etc. of the University at \_\_\_\_\_ "Cafeteria" premises in MMMUT Campus, Gorakhpur for a period of two (02) years as per Award Letter issued vide no. \_\_\_\_\_ w.e.f. \_\_\_\_\_ on the terms and conditions mentioned here in under:

Now it is here by agreed by and between the parties herein under as follows:

1. That the Licenser hereby permits the Licensee to use the University premises for running "Cafeteria" for the Students/Faculty/Staff of the University in MMMUT Campus for a period of two years with effect from the date of award of the contract.
2. That the "Cafeteria" to be provided by the licensee during the period of Contract shall cover services/items/products as per the terms, which may be agreed upon in writing from time to time between the Licensee and the Dean of Student Affairs, MMMUT@Rs.(-----). The quoted monthly license fee shall be increased by 10% after completion of the first year of contract.
3. That the Licenser shall provide adequate facilities of furniture, electricity (bill basis), water (fixed charges) and gas supply (bill basis). in the licensed premises to the Licensee.
4. That the Licensee shall not sublet the contract/premises/venue allotted by the University or enter into contract with any other party to run the business at the said premises/venue implicitly/explicitly failing which the Contract shall be cancelled and the decision of the University in this regard shall be final and binding on the Service provider.
5. That the Licensee shall strictly observe and follow the pre-agreed upon terms and conditions while providing "Cafeteria" to the students/faculty/staff at MMMUT Campus. However, the Dean of Student Affairs/Associate Dean of Student Affairs, MMMUT shall be authorized to change the terms and conditions on mutual consent basis, as may be required from time to time.
6. That the Licensee shall observe proper working hours as may be notified by the Dean of Student Affairs, MMMUT from time to time including the summer/winter breaks and shall keep himself or his authorized representative available at the venue during the working hours.



7. That the Licensee will comply with all such instructions that may be issued to him by the Licensor through any of its functionaries, including the office of Dean of Student Affairs, MMMUT in regard to the operation and maintenance of the University premises. The Licensee shall provide all such equipment, material, eatables, etc., as may be required for effective operation of the "Cafeteria" as may be communicated to him by the functionaries of the University.
8. That it shall be the responsibility of the Licensee to maintain and upkeep all the machinery and other equipment's including items of furniture and fixture provided in the respective "Cafeteria" premises and any repair/replacement in this regard shall required to be immediately intimated to the Dean of Student Affairs office for requisite repairs. However, in case any damage to the machinery and other equipment including items of furniture and fixture if found to be on the part of Licensee or its work force, then a suitable penalty for the repair/replacement shall be deducted from the monthly bill or security deposit.
9. That the Licensee shall maintain and upkeep cooking gas cylinders (if required) of commercial category in "Cafeteria" premises and shall also abide by all government instructions in this behalf.
10. That the Licensee shall not cause any loss or damage to the property of the Licensor and shall be responsible to compensate the Licensor for any such loss and damage. However, the Licensee shall be personally responsible for his/her machinery, equipment and other belongings.
11. That the Licensee shall engage well behaved experienced staff for working in the "Cafeteria" premises and the Licensee shall be responsible for their work, behavior and conduct. If at any time, the work/behavior of any such employed staff of the Licensee is found to be unsatisfactory, the Licensee shall be liable to remove such a person immediately when ordered to do so by the Registrar, MMMUT whose decision in this regard shall be final and binding.
12. That the Licensee shall take all precautions that all persons engaged by him to do any work for "Cafeteria" are courteous, civil, sober, honest and free from any virulent or contagious disease(s). The Licensor may ask the Licensee to produce the followings:
  - i. Medical fitness certificate from the authorized Medical Officer of the Licensor.
  - ii. Character Certificate from Police for all persons engaged by the Licensee in performance of the agreement.
13. That the Licensee shall ensure that all the "Cafeteria" workers wear proper uniforms and identity cards during their working hours in the University. The Licensee shall also ensure that the "Cafeteria" premises are not used as a residence of the workers.
14. That the Licensee shall not do any act or omission which may be prejudicial to the interests of the Licensor.
15. That the Licensee shall not construct, raise or modify any structure, temporary or permanent in or around the "Cafeteria" premises, without the prior written permission of the Licensor.
16. That the permission/leave/license granted here under in favor of the Licensee i.e.                      (name of the licensee) shall not create any tenancy, lease and other wise other interests or other right on the property in favor of the Licensee nor it is the intention of the parties. The present arrangement is only a temporary permission granted in favor of the Licensee for the period mentioned here in above and subject to the performance/observance of the other conditions as may be communicated to the

Licensee by the Licensor. The licensed space shall always remain under actual control and possession of the Licensor. That the Licensee shall be responsible for strict compliance with all applicable laws, rules and regulations relating to P.F. Act, ESI Act, Minimum Wages Act, Work men compensation Act, Contract Labor Act and such other Acts or laws, regulations passed by Central, State and Local government authority or agency and in the event Licensor being made liable for any expenditure or otherwise on the account, the same shall be recoverable by the Licensee or from the Licensee.

17. That the Licensee shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement/death at work.
18. That the liability/responsibility in case of any accident-causing injury/death to "Cafeteria" worker or any of the staff engaged by the Licensee shall be of the Licensee.
19. That breach of any of the clauses of this License shall result in the termination of the License by the Licensor without prior notice.
20. That the Licensor reserves the right to terminate the contract on one month's notice if the performance of the Licensee is not satisfactory. The Licensee may also terminate the contract by giving three month's advance notice and clearing all dues in case of not willing to continue the contract.
21. The Dean of Student Affairs/Associate Dean of Student Affairs, MMMUT shall be authorized to inspect the premises, quality of edibles/products/items, sanitation and other arrangements from time to time. In case of any unsatisfactory condition or any defect or deficiency in the service or performance of contract is found by the competent authority then the University will issue a warning letter and impose a fine of Rs.10,000/- on the Service provider on first occasion. On subsequent occasion of such lapse on the part of service provider the fine of 25,000/ would be imposed. Such fines will be deductible from the Security Deposit or any amount due to the Service provider, if not paid by the Service provider. A third occurrence of such defect or deficiency in performance shall result in the immediate termination of this Contract.
22. The leftover food shall be properly disposed outside of campus after every meal each day and under no circumstances the leftover or cooked food shall be served in the next meal.
23. It is the sole responsibility of the service provider to ensure proper waste management and disposal at designated/outside university campus places.
24. That notwithstanding to any provision in this agreement, if the Licensee violates any norms, rules or acts in any way prejudicial to the interests of the Licensor or to the environment at the Campus, this agreement shall stand cancelled without assigning any reason to the Licensee by the Licensor. In case of cancellation of this agreement, the Licensor shall forfeit the Security Deposit and all such decision shall be final and binding on the Licensee.
25. That the rest of the terms and conditions as provided in the Notice Inviting Tender shall be read and construed as forming part of this Agreement for providing "Cafeteria" at MMMUT.
26. That in the event of any doubt or dispute arising between the Licensor and the Licensee hereto in respect of or touching of these presents or for determination of their or any of their duties, rights, claims, obligations or liabilities during the continuance of this License Deed or thereafter, the same shall be first tried for amicable settlement through consultation/discussion between the parties. Any unsettled dispute what so ever shall be

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referred to the arbitration by sole Arbitrator to be appointed by the Hon'ble Vice Chancellor, MMMUT, Gorakhpur. The arbitration would be conducted and governed by and under the provisions of "Arbitration and Conciliation Act, 1996" as amended from time to time. Any legal dispute shall be subject to the jurisdiction of Gorakhpur District Courts only and no other Court shall have the jurisdiction in this regard.

In witness where of, the parties to this deed named above have put their signatures on day of (Month & Year) at.

Party of the First Part (Licensor)

Party of the Second Part (Licensee)

(Registrar, MMMUT, Gorakhpur) (\_\_\_\_\_).

Witness:

1. \_\_\_\_\_  
S/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
S/o \_\_\_\_\_

Witness:

1. \_\_\_\_\_  
S/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
S/o \_\_\_\_\_

Date:

Place:

*[Handwritten signatures and initials]*