

# SHREEMATI NATHIBAI DAMODARTHACKERSEY WOMEN'SUNIVERSITY

1, Nathibai Thackersey Road, Mumbai-400 020 Tel: 022-26604706/ 22031879

E- TENDER DOCUMENT FOR MESS SERVICES FOR THE HOSTEL OF THE UNIVERSITY AT SANTACRUZ, CHURCHGATE & PUNE CAMPUS.

## **PART-I: Section:**

## (I): Tender Notice details.

(i)	Tender Reference no.	SNDTWU/ Hostel- Mess-Santacruz/Chuchgate/Pune/2023-24/1			
	Name of Work / Item	Mess services for the hostel of the University at Pune campus			
	Entry Fees	Rs. 10,000/- (Non-refundable) to be paid through Online Payment Mode i.e. Net Banking, Debit Card , RTGS/NEFT			
	EMD Amount & Mode of Payment	Rs.50,000/- (Refundable) in favor of "The Registrar, S.N.D.T. WOMEN'S UNIVERSITY"			
	Address for Communication	Registrar, S.N.D.T. Women's University, 1, N.T. Road, New Marine Lines, Churchgate, Mumbai-20.			
	Contact Telephone & Fax Numbers	022–26604706, 22031879			
	GeM Helpline Support: Monday to Saturday - 09:00 AM - 06:00 P.M.	GeM.gov.in, Help Desk Number: 1-1800-419-3436/1-1800-102-3436 Email: <u>helpdesk-gem@gov.in</u>			
	Pre-bid meeting date & time:	As per the gem bid document			

## (ii) Invitation:

The S.N.D.T. Women's University, Mumbai proposes to give contract of Mess services at the Hostel of the University at Santacruz, Churchgate and Pune campus for the benefit of its students, staff members, guests and such other persons as may be decided by the University from time to time for the period of one year commencing from the **date of agreement**, which can be extended further for the period of two years on satisfactory services at the sole discretion of the University on mutually agreed terms and conditions.

The hostel of the University at Santacruz campus has intake capacity of **360** in-house students. The hostel of the University at Churchgate campus has intake capacity of **190** in-house students. The hostel of the University at Pune campus has intake capacity of **370** in-house students.

# The current rate cap for mess charges is Rs.4000/- (Rupees Four Thousand Hundred Only) per month payable on six monthly basis.

# The bids are invited from the experienced and eligible contractors/caterers in the field; to offer mess services within the permissible limit, on the following terms and conditions.

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

The University reserves the right to reject the bid in whole without assigning any reason thereof.

## (iii) Specifications of requirements:

- The University hostel at Santacruz, Churchgage and PUNE campus has capacity of 360, 190 & 370 students respectively, total 920 students. The six monthly mess charges are collected from the students by the University.
- 2. The contractor will have to provide the limited Tea/Coffee, Snacks and unlimited Lunch, dinner and limited evening snacks. Annexure-I is attached for information as menu.
- 3. The contractor shall not be entitled to make any change in the rates.
- 4. The contractor will be paid the charges for the mess services, after the deductions of 10% of monthly bill as administrative charges on monthly basis.
- 5. The separate electricity meter shall be provided for the use by the mess. The contractor will have to pay the electrical charges on monthly basis for the use by the mess.
- 6. The Contractor will have to make the arrangement of the Gas Cylinder and to get it refill as per requirement.
- 7. The weekly menu shall be finalized in consultation with the Food Committee of the University, which will be as follow:

(i)	Campus-in-charge/Campus Director	-	Chairperson		
	(ii) Two Members from campus committee	-	Members		
	(iii) Hostel Superintendent	-	Member Secretary		
	(v) Mess Contractor	-	Member		

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## (v) FINANCIAL BID:

Note: Commercial Offer must be entered online only.

## (vi) Terms and Conditions:

- 1. Incomplete tender/conditional tender will not be accepted.
- 2. The University reserves the right to select or reject one or all tenders in whole or in part without assigning any reasons there for.
- 3. All documents submitted shall be duly attested otherwise the tender will be rejected.
- 4. The bidders should adhere with all seriousness to the time schedule provided by the S.N.D.T. Women's University.
- 5. Rate quoted by the bidder should include all local taxes, duties, levies, Octroi transportation cost and insurance cost, if any, excluding GST, and will not be altered for one year from the date of issue of purchase order/ work order.
- 6. Once a contract rate shall remain in force till the contract period and it shall not be subject to any escalation during the performance of the contract due to fluctuations in foreign currency, change in the duty/tax structure, changes in costs related to the services and labour or other components or for any other reason.
- 7. The offer quoted shall be valid for a period of 6 months from the last date for submission of offers.
- 8. All the statutory payments on account of license fees/charges etc payable to Municipal/Government Authority shall be the responsibility of the Bidder.
- 9. Penalty to the maximum 10% of the contract value shall be levied for the delay in supply of the material or deficiency in the service, as per the rules prescribed in the New Maharashtra Universities Act, 2016 and the Maharashtra University /Accounts Code/Purchase Procedure-2016.
- 10. The University reserves right to schedule a site visit.

## (vii) Standard terms & condition for Agreement/Tender Document

A standard Form of an agreement (hereinafter referred to as "the agreement") the Contractor accepts the conditions included herein, unless the Contractor notifies his objections.

## 1. Changes / Amendments:

The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the contractor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Contractor of notice of change (amendment order).

#### 2. Force Majeure:

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

reasonable control, the University, at its option, may elect to service to pay such proportion of the contract price as it deemed reasonable.

#### 3. Inspection and Acceptance

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

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

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

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

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

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

#### 4. Indemnity

The contractor will indemnify, defend, and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defense costs, arising from any claim or action based on any acts or omissions of the Contractor, its employees, servants, agents or subcontractors.

This Indemnity bond must be given on the Rs. 500/- Stamp paper. The University reserves the right to be represented in any such action by its own counsel at its counsel at its own expense.

## 5. Assignment / Subcontracting/subject

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

## 6. Cancellations

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

- (a) fails to comply with any term or condition of this order including, but not limited to, delivery terms: or
- (b)appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets: or
- (c) files a voluntary petition in bankruptcy: or
- (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30 days: or
- (e) voluntarily ceases trading: or
- (f) merges with or is acquired by a third party: or

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

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

accepted by the university prior to the Contractor's receipt of the notice of termination, and for work in progress requested for delivery to the University.

## 7. The vendor as in an independent contractor:

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

#### 8. Compliance with Laws:

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

#### 9. Law of the Contract:

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

PART-II:

## **01.** <u>BIDDING TIME SCHEDULE</u>

As per bid document

## **02.** INSTRUCTIONS TO BIDDERS

## **GENERAL INSTRUCTIONS:**

The bidders are requested to familiarize themselves with the use of the Gem.gov.in's bidding portal. Get proper experience of the system to smoothly carry out bidding process. Buyer considers participants to be well informed about the system. If there any issues regarding participation in the bidding it should be dealt with GeM.gov.in helpdesk only. University will not be responsible for any technical issues faced by the participants.

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender a kindly visit following e-Tendering website of **Government of India**: <u>https://gem.gov.in/</u> (Government E Marketplace)

The Contractors participating first time for e-bidding on Government E Marketplace portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <u>https://gem.gov.in/</u>

Bidders will have to pay entry fees through offline mode before the close of the EMD payment end date (see bidding notice and instruction below for the EMD).

If any assistance is required regarding registration / upload / download please contact GeM Help Desk on number: **1-1800-419-3436/1-1800-102-3436**,

Email: helpdesk-gem@gov.in.

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

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be considered for entry in the bidding hall.

## **ONLINE BID PREPARATION**

## 1. TENDER FORM FEES:

The Tender form fee as mentioned above should be paid through Online Payment Modes only before the end of the bid. (Mode of payments: Net Banking, Debit Card, Credit Card and NEFT/RTGS before the end of the bid).

## 2. <u>EMD:</u>

The EMD as mentioned above to be drawn in favor of "The Registrar, S.N.D.T. WOMEN'S UNIVERSITY" or through Net Banking, Debit Card, Credit Card and NEFT/RTGS and submit the original instrument at buyer office and acknowledgement of the same should be attached in the documents required with the tender participation- attach it in ATC-1

(The bidders are advised to apply for the refund of their EMD amount within a month, if they are not selected.)

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

## TECHNICAL BID

Following documents should be uploaded online. Scan copy of original EMD instrument, online entry fees receipt and acknowledgment of the submitted EMD should be uploaded during the participation and original instrument should to be submitted to the buyer's office before the start of the bidding (see dates in the Bid document)

Failing to do so, that bidder will not be evaluated and will not be evaluated further under any circumstances. And no request will be entertained in this regard and if done so will be considered as interference in the tendering/bidding process and bidder will have to face legal action.

The list of documents for Technical Envelope is as follows:

Sr. No.	List of Documents to be uploaded
1	All required qualifying documents including scanned and certified copy of the Company profile such as detailed information about Institution (Agency), name of proprietor, number of employees, telephone no. In case of partnership firm – name and address of the partners and copy of Partnership Deed etc.)
2	Scanned and certified copy of Registration/Shop and Establishment License issued under Maharashtra Shops and Establishment Act, 1948./ Udyam Certificate
3	Scanned and certified copy of the License issued under the Food Safety and Standard Act,1948
4	Scanned and certified copy of GST Certificate with latest return
5	Scanned and certified copy of PAN Card
6	ITR for FY-20-21, FY 21-22, FY 22-23
7	Scanned and certified copy of the Work experience certificates from the vendors for continuous existence in core business for last five years.
8	Scanned copy of list of clients for last three years.
9	Scanned copy of the Udyog Aadhaar Registration certificate- MSME certificate, if any
10	Undertaking as Annexure – I
11	Acceptance of all the terms of condition of this tender (on Rs. 100/- stamp paper, duly notarized

Note: This document list is not exclusive list bidder has to read all the tender

document thoroughly for any additional requirement and supporting documents.

## COMMERCIAL BID

To be submitted online, see bid document.

## **ONLINE BID SUBMISSION**

Online Entry fees receipt and EMD submission acknowledgment (and original instrument) should be attached with the above-mentioned documents and upload online.

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

Bidders are required to pay Earnest Money Deposit before EMD payment End date (See bid document) and should be in favor of "The Registrar, S.N.D.T. WOMEN'S UNIVERSITY" or through Net Banking, Debit Card, Credit Card and NEFT/RTGS and submit the original instrument at buyer office and acknowledgement of the same should be attached in the ATC-1

## (Scope of work)

- 1) Mess break for hostel for three campuses will be on Diwali Vacation, Christmas Vacation and Year wise one main academic break.
- 2) The Electricity charges and Water Charges will be paid by the vendors for three mess campus hostels.
- 3) Deposit for mess contractor will be approx. Rs.15,00,000/- (Rupees Fifteen Lakh only) for Juhu campus, Rs. 10,00,000/-(Rupees Ten Lakh only) for Churchgate campus and Rs. 10,00,000/- (Rupees Ten Lakh only) for Pune campus. (to be paid withing 7 days of award of bid)
- 4) Administrative charges in new tender document will be 10% on monthly mess bill of each campus hostel. (to be paid monthly)
- 5) The bill will be prepared on actual food consumption on per plate per session (Morning Session and Evening Session).
- 6) Morning session will include Breakfast, Tea/ Coffee, Lunch & Evening session include evening Nashta & Dinner in Unlimited Quantity.
- 7) The monthly bill of mess contractor will be paid on the basis of biometric of students who will take the food in mess. If the biometric will not be working, the lock book of signature should be maintained.
- 8) If student does not take the food in mess but she has to pay the monthly mess bill.
- 9) For outside campus catering will be allowed and vendor would be charged minimum Rs. 2,00,000/- (Two Lakhs only) per campus per annum.
- 10) Apart from mess food, campus wise activities, programs and meetings meal, Tea / Coffee, Breakfast rates will be fixed as per the tender document of the vendor.
- 11) The Turnover of vendor will be considered any three years out of five consecutive years. The turnover of vender should be minimum Rs. 1.5 Crore per year.
- 12) The menu for mess will be as follows:
- 13) The additional item other them regular menu in mess will be chargeable to hostel student as per the rates approved by the hostel committee to the contractor.
- 14) The vendor should provide as an option three different THALIS which are Chargeable for mess and program/ activities of SNDTWU
- 15) The details of THALIS as follows:
  - A) Super Deluxe Thali includes Pulav, Biryani, Four Vegetables, Twp Sweets (One Ice-cream and One Sweet), Dal Tadka, Soup, Butter Milk, Salad, Pickle, Papad etc.
  - B) Deluxe Thali includes Two Vegetables, One sweet, One special Rice, Dal fry, Butter Milk, Salad, Pickle, Papad etc.
  - C) Regular Tali includes Dal, Rice, One Vegetable, Butter Milk, Salad, Pickle, Papad etc.
  - D) The Breakfast with Tea or Coffee includes Poha/ Samosa/ Sabudana
  - E) Vada/ Batata Vada/ Idali/ Medu Vada/ Uttapam, Dosa/ Tomato Omelet/ Misal Pav etc. The weight of item will be considered. (The weight of item will be preferred in tender )
- 16) The rates of the above Thalis and breakfast will be finalized on the basis of lower quotation of vendor in tender.
- 17) The marking scheme will be decided on the following points:
  - A) Use of Utensils (Preferably Stainless steel)
  - B) Use of Oil
  - C) Use of Rice
  - D) Rates of paid services in campus and outside of campus (BF & Meal) etc. E) Rates of Mess Services
  - E) Overall Hygiene and Health/ Cleanliness Services by Vender
  - F) Utensils Quality of food
  - G) Any Other

## Annexure-I (on Rs. 100/- Stamp paper)

## Undertaking: (Separately on letter head of the company)

I	age		years	residing	at
			by way	of this under	taking
do hereby solemnly affirm and declare that I				Part	tner /
Director of the			firm a	and submittir	ng the
tender for the mess services at the Hostel at the San	tacruz, C	hurchgate and Pune c	ampus of t	he Universit	y. The
documents, I have submitted are true and correct. I fur or incomplete information submitted in the documen					-
found in the documents, I will be responsible for th	e legal	consequences and eli	gible for l	egal action.	I also
declare that any Government /Semi Government org our firm/company.	;anizatio	n /state recognized un	iversities h	ave not black	disted

## **Bidders Signature with Seal**

Note- Scanned Copy of undertaking shall be uploaded/ attached. The successful bidder shall submit original copy before acceptance offer.

## Annexure-II Agreement: (Separately on letter head of the company)

#### ARTICLES OF AGREEMENT

This AGREEMENT made on ......Day of .....Day of ......2023 BETWEEN S. N. D. T. Women's University, Mumbai - 400 020, a body corporate governed by MaharashtraPublic University Act, 2016 through its Registrar (hereinafter referred to as 'theUniversity') of One Part. And

#### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

- 1) The following documents shall form the parts of this Agreement and parties hereto shall abide the same:
  - a. B-2 form Item rate tender and contract for works
  - b. Bill of Quantities
  - c. Annexure-A & B

d. All additional terms and conditions mentioned in the Tender Document of Tender Form and subsequently submitted by the Bidder while submitting his offer.

- e. Letter of Negotiations.
- f. Work Order.
- 2) In consideration of the payments to be made to the Bidder, he shall subject to the conditions of this agreement, Tender Document and as per the common set of conditions execute and complete the said work.
- 3) The University shall pay the Bidder such sums as shall become payable, hereunder at the times and in the manner specified in the Tender Document.
- 4) The Bidder shall at the first instance and at his own cost and expenses, arrange for all the material whatsoever, necessary for the said work and also tools, instruments, machinery etc. whatsoever, necessary for the same and in case, any material is rejected by the University, the Bidder shall forthwith, at his own expenses replace the same with the quality material duly approved by the University.
- 5) The Bidder shall not on any account, whatsoever; sublet the said work, in part or in full, except with the previous approval of the University.
- 6) The Bidder shall remain liable to and shall indemnify the University in respect of all causes or actions, claims, damages, compensations, or charges and expenses arising out of any accident or injury, sustained by any workman or any other person while executing the said work.

- 7) The workers employed by the Bidder for providing the said services shall be the employees of the Bidder and not of the University.
- 8) The Bidder shall be solely responsible for the selection, appointment of the workers and for disciplinary action, if any, against his workers.
- 9) If any worker employed by the Bidder causes any damage to the property of the University, the Bidder shall make good the loss suffered by the University.
- 10) The University shall not be responsible for any claim arising out of any loss or injury caused to the workers employed by the Bidder for carrying out the said work.
- 11) The Bidder shall be responsible for payment of wages to each worker employed by him pursuant to this agreement regularly and according to the rates of wages prevailing in the market any dispute of wages with bidder's employee will not be redirected to the University and claim any additional compensation.
- 12) All disputes arising out of or in connection with this Agreement shall be deemed to have arisen in Mumbai and only the Courts in Mumbai shall have the jurisdiction to determine the same. IN WITNESS WHEREOF both the parties hereto have set their hands, the date and year hereinabove mentioned. For and on behalf of for and on behalf of Registrar The Bidder S.N.D.T. Women's University. -----

Witnesses:

Signature with seal and date:

Annexure-III Tentative schedule of Breakfast, Lunch, Snacks and Dinner.

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

Details of marking scheme for Mess Tender document of three campuses							
Sr. No	Particular		Marks				
		Н	Μ	L			
1	Minimum Yearly Rs. 4,25,000/- (Four lakhs Twenty Five Thousand only) for outside food supply	5	3	1			
2	Paid Service- Meal in campus (Maximum):A) Super Deluxe Thali Rs.450/-B) Deluxe ThaliRs.350/-C) Regular Thali -Rs.200/-	5	3	1			
2	<ul> <li>Paid Service- Breakfast with Tea Coffee in campus:</li> <li>A) In Mess Maximum Rs.50/- Per Plate</li> <li>B) In Campus Maximum Rs.50/- Per Plate</li> <li>(On the basis of weight of item)</li> </ul>	5	3	:			
3				┢			
4	Oil- Peanuts /Sunflower/Rice Bran/Soyabeen Rice : Indzrayani/ Tukda Basmitai/ Wada kolam} Mandatory	5	3	-			
5	Hygiene Quality and Health/Cleanness Service	5	3	-			
6	Equipment for Mess Service (No Aluminium Equipment)	5	3				
7	For Utensils Steel Mandatory	5	3				
8	Rates of Mess Service. Maximum Rs.4000/- per person per month	5	3				