

**TERMS AND CONDITIONS OF TENDER NOTICE ISSUED BY
DIRECTORATE OF SCHOOL EDUCATION KASHMIR UNDER ENDORSEMENT
NO:- DSEK/Acctt/9750 DATED:- 18 /09/2017.**

1. The Tenderer should be a registered supplier of Directorate of School Education Kashmir, Srinagar.
2. Registration Certificate with Tourism Department.
3. Registration Certificate with Labour Department.
4. Copy of PAN Card.
5. No. Objection & Satisfactory performance report if already working/worked with the Department from competent authority.
6. Experience Certificate.
7. Latest Sales Tax Clearance Certificate by the preceding year (VAT Clearance / GST).
8. No Conditional Tender shall be accepted. The committee reserve right to accept or reject any tender/quotation without assigning any reason (s) thereof.
9. All Terms and conditions of NIT shall also form part of supply order and agreement.
10. Only one rate against one item of standard quality should be quoted.
11. The successful Tenderer shall be responsible for execution of the contract in full and shall not in any case assign or sublet the approved terms or part thereof to any other party. Suitable penalty upto 10% of the total value of the contract shall be imposed for any deviation from contractual obligation on merits of each besides forfeitures of Earnest Money deposits.
12. The successful Tenderer(s) shall have to execute an agreement on non-judicial paper of **Rs. 100/-** in the prescribed form incorporated Terms and conditions of the NIT and rate contract with the Purchasing Officer. They shall deposit Security in the shape of FDR/CDR from Nationalized Bank preferably J&K Bank Ltd. As deemed proper by the intending Officer in addition to CDR/FDR already submitted with the Tender. No interest will be paid for any deposit by the Department and the cost of stamps shall be paid by the supplier.
13. No representation regarding increase/decrease / withdrawal of rates already quoted in the tender shall be considered after the last date of receipt of tenders.
14. The contract sanctioning authority has right to terminate the contract at any time if deemed necessary in the interest of Government/Department.
15. It is the discretion of the contract sanctioning authority to allot the contract to one or more tenderers. The decision of the contract sanctioning authority is firm and final.
16. The bidder should be the State Subject of Jammu & Kashmir State.

17. The cooking arrangements and maintenance of the Kitchen/Canteen shall be sole responsibility of the approved contractor and will be supervised by the Institution authority. In case of any fault or damage found during inspection a penalty to the suitable extent can be imposed on the contractor for such fault by the Head of the Department. The management shall on no account be responsible for any credit facility which the contractor may provide to any staff member/attendants /visitors who would otherwise be provided items against cash or approved rates.
18. Tender must be accompanied with CDR of Rs. 20,000/- (Rupees Twenty Thousand) only pledged in favour of Chief Accounts Officer (DDO) Srinagar, without which tender will not be entertained.
19. The canteen shall remain open from **6 A.M.** to **10 P.M.**
20. The approved contractor shall have to display permanently the approved rate list in the Canteen (visible to all for the guidance for the consumers).
21. The approved contractor shall be responsible for cutlery, crockery, New utensils, LPG with Gas ranges, Service Table, buffer system has to be provided/fixed by the approved firm at his own cost and shall run the canteen in the most hygienic condition failing which the contractor shall be dealt with strictly by the administration. In case the services are not found up to the mark, the management/administration shall have right to revoke the agreement and enforcing the contract to stop canteen forthwith and in such an eventuality the contractor is required to move his fixtures etc. within a week's time or otherwise he shall be forcibly evacuated. The canteen shall be subject to the provisions of the Food Adulteration Act and also subject to the inspection of Directorate of School Education Kashmir's authorities/administration.
22. The contractor shall be responsible to provide Table service in the canteen and shall educate waiters etc. in the canteen for prompt service.
23. The food and other allied articles should be fresh, hygienically prepared and served through the persons who are clear in all respects and wearing proper uniform.
24. Approved contractor is bound to keep all items of good quality always available in canteen.
25. The supplier shall have to abide by the standard Terms and conditions as laid down in J&K Financial Rules/Codes and the conditions as per NIT as well as rate contract.
26. In case of any dispute/difference of doubts between the Purchasing Officer and the approved supplier, the orders of the Chairman, Rate Contract Committee Directorate of School Education Kashmir (DSEK) shall be final.
27. Jurisdictions for any Legal Proceedings shall be Hon'ble Court at Srinagar.
28. The contract fixed shall be valid for a period of 24 months from the date of issuance of approved rate contract or till such time the new rate contract for succeeding year is finalized/issued.

29. Any other issue which may come up during the course of completion of contract shall be decided by the Rate Contract Committee, Directorate of School Education Kashmir (DSEK) and their order(s) shall be final and binding upon the Purchase Officer and approved supplier.
30. The performance of the contractor for running the canteen will be monitored strictly by the Canteen Monitoring Committee constituted for the purpose and in case there is any laxity in service or the quality of food/eatables is are below standards, the allotment will be terminated.
31. The tenderer should quote the rates for the items detailed in the **Annexure "A"** of the tender notice.
32. The cover-A-The **Technical bid**, shall comprise of the requisite experience certificate, valid TIN number and the CDR/Registration of Tourism Department, Labour Department, Municipality with Food Adulteration Act.
33. The cover-B **The Financial bid**, shall comprises of the rates of the items and the items offered in the lunch packages of Rs. 100 and Rs. 150/- per person per day.
34. The Financial Bids of only those firms shall be opened who qualify the Technical bids.
35. The tenders quoted on the name of other firms shall not be entertained and rejected without assigning any reason.
36. The allotment of canteen shall be decided on the basis of quality vis.a.vis the price quoted by the Tenderer.
37. The Directorate of School Education Kashmir reserves the right of rejecting any tender without assigning any reason thereof.

Signature of the Contractor

ANNEXURE "A"

Annexure to Tender Notice **No:- DSEK/Acctt/9750** Dated:- **18/09/2017**

S. No.	Name of the Items	
NON - VEGETARIAN ITEMS		
1	Mutton Rogan Josh	(Per Plate with 4-pieces)
2	Mutton Yakhni	(Per Plate with 4-pieces)
3	Mutton Rista	(Per Plate with 4-pieces)
4	Mutton Gushtabla	(Per Plate with 4-pieces)
5	Mutton Mirchi Korma	(Per Plate with 6-pieces)
6	Mutton Dhania Korma	(Per Plate with 6-pieces)
7	Mutton Seekh Kabab Roasted/Fried	(Per piece)
8	Chicken Curry	(Per Plate with 4-pieces)
9	Chicken Rogan Josh	(Per Plate with 4-pieces)
10	Chicken Yakhni	(Per Plate with 4-pieces)
11	Chicken Rista	(Per Plate with 4-pieces)
12	Chicken Gushtaba	(Per Plate with 4-pieces)
13	Chicken Seekh Kababa Roasted / Fried	(Per piece)
14	Chicken Roasted	(Full)
15	Chicken Fried	(Full)
16	Chicken Kanti	(Per Plate)
17	Mutton Tabak Maz	(Per piece)
VEGETARIAN DISHES		
18	Dall Fry	(Per Plate)
19	Rajmash	(Per Plate)
20	Mixed Vegetables	(Per Plate)
21	Tomato Paneer	(Per Plate with 4-pieces)
22	Dum Aloo	(Per Plate with 4-pieces)
23	Dall Makhni	(Per Plate)
24	Palak Paneer	(Per Plate)
25	Kashmiri Hak (Saag)	(Per Plate)
26	Nadroo Yakhni	(Per Plate with 4-pieces)
RICE / NAN / SALADS / RAITA / SWEET DISH		
27	Basmati Rice	(Per Plate)
28	Nan	(Plain)
29	Butter Nan	
30	Salad	(Mixed)
31	Raita Mix-Veg.	(Per Plate)
32	Raita Boondi	(Per Plate)
33	Gulab Jamun	(Per Plate 2 Pieces) prepared in Desi Ghee
34	Ras Malai	(Per Plate 2 Pieces)
35	Fruit Cream	(Per Plate)
36	Phirni / Halwa	(Per Plate)

BREAKFAST / SNACKS/ HOT COLD BEVERAGES		
37	Boiled Egg	(Per Piece)
38	Omlet	(2-eggs)
39	Fried Parantha	(Plain Per piece)
40	Fried Aloo Parantha	(Per piece)
41	Mooli Parantha	(Per piece)
42	Curd	(Per Plate 200gms)
43	Chocolate Pastry	(Per piece)
44	Pine Apple Pastry	(Per piece)
45	Baked Bun	(Per piece)
46	Hot Coffee	(Per Cup)
47	Lemon Tea	(Per Cup)
48	Kashmiri Kehwa	(Per Cup)
49	Dip Tea	(Per Cup)
50	Namkeen Tea	(Per Cup)
51	Cake	(200gms) without cream
52	Sheermal	(Per piece)
53	Biscuits / Namkeen	(Sweet)
54	Biscuits / Namkeen	(Salted)
55	Namkeen Mixture with Nuts	
56	Plain Milk	(Per Glass 250 ml)
57	Milk with Chocolate Powder	(Per Glass 250 ml)
58	Channa / Aloo Poori	(Per plate 2 pieces)
59	Fresh Lemon Water	(Per Glass)
60	Fresh Lemon Soda	(Per Glass)
61	Cold Drink	(Per Bottle)
62	Juice	(Per Bottle /Per pack)
63	Mineral Water	(1 Litre/500ml & 250 lm)
64	Tomato Soup	(Per Standard Bowl)
65	Chicken Clear Soup	(Per Standard Bowl)
66	Vegetable Soup	(Per Standard Bowl)
67	Cream of Mushroom Soup	(Per Standard Bowl)