

**TERMS AND CONDITIONS OF TENDER NOTICE ISSUED BY
DIRECTORATE OF SCHOOL EDUCATION KASHMIR UNDER ENDORSEMENT NO:-
DSEK/Acctts/1420 DATED:- 01/06/2018.**

1. Copy of PAN Card.
2. No. Objection & Satisfactory performance report if already working/worked with the Department from competent authority.
3. Experience Certificate, if any.
4. Latest Sales Tax Clearance Certificate by the preceding year (VAT Clearance / GST), in case of new unit provide GST number.
5. No Conditional Tender shall be accepted. The committee reserves the right to accept or reject any tender/quotation without assigning any reason(s) thereof.
6. All terms and conditions of NIT shall also form part of supply order and agreement.
7. Only one rate against one item of standard quality should be quoted.
8. 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.
9. The successful Tenderer(s) shall have to execute an agreement on non-judicial paper of Rs. 100/- in the prescribed form incorporating Terms and conditions of the NIT and rate contract with the Purchasing Officer. He/She shall deposit a security amount of Rs.36,000/-(Rupees Thirty six thousand only), in the shape of an FDR/CDR from a Nationalized Bank, preferably J&K Bank Ltd. as deemed proper by the intending Officer, in addition to the 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.
10. No representation regarding increase/decrease / withdrawal of rates already quoted in the tender shall be considered after the last date of receipt of tenders.
11. The contract sanctioning authority has right to terminate the contract at any time if deemed necessary in the interest of Government/Department.
12. 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.
13. The bidder should be the State Subject of Jammu & Kashmir State.
14. The cooking arrangements and maintenance of the Canteen shall be the sole responsibility of the approved contractor and will be supervised by the Directorate authorities. 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.

15. Tender must be accompanied with CDR of Rs. 10,000/- (Rupees Ten Thousand) only pledged in favour of Chief Accounts Officer, DSEK (DDO) Srinagar, without which tender will not be entertained.
16. The canteen shall remain open from **9.30 A.M.** to **06.00 P.M.** on normal days but may be asked to stay open for longer durations whenever required.
17. The approved contractor shall have to display permanently the approved rate list in the Canteen (visible to all for the guidance of consumers).
18. The approved contractor shall be responsible for cutlery, crockery, new utensils, LPG with Gas ranges, Service Table, etc which shall be provided/fixed by the approved firm at its 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 enforce the contractor to stop running of the 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.
19. The contractor shall be responsible to provide Table service in the canteen and shall educate waiters etc. in the canteen for prompt service.
20. The food and other allied articles should be fresh, hygienically prepared and served through the persons who are clean in all respects.
21. Approved contractor is bound to keep all items of good quality always available in canteen.
22. 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.
23. In case of any dispute/difference or 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.
24. Jurisdictions for any Legal Proceedings shall be Hon'ble Court at Srinagar.
25. The contract fixed shall be valid for a period of 12 months from the date of issuance of approved rate contract or till such time the new rate contract for succeeding year is finalized/issued.
26. 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.
27. 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 below standard, the allotment/contract will be terminated.

28. The tenderer should quote the rates for the items detailed in the **Annexure "A"** of the tender notice.
29. The tenders quoted on the name of other firms shall not be entertained and rejected without assigning any reason.
30. The allotment of canteen shall be decided on the basis of quality vis.a.vis the price quoted by the Tenderer.
31. 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:- DSEKI *RCCT/1420*Dated:- *01/06/2018*

S. No.	Name of the Items	
1	Daal Fry	(Per Plate)
2	Rajmash	(Per Plate)
3	Mixed Vegetables	(Per Plate)
4	Tomato Paneer	(Per Plate with 4-pieces)
5	Basmati Rice	(Per Plate)
6	Nan	(Plain)
7	Salad	(Mixed)
BREAKFAST / SNACKS/ HOT COLD BEVERAGES		
8	Boiled Egg	(Per Piece)
9	Omlet	(2-eggs)
10	Fried Parantha	(Plain Per piece)
11	Fried Aloo Parantha	(Per piece)
12	Mooli Parantha	(Per piece)
13	Curd	(Per Plate, 200gms)
14	Chocolate Pastry	(Per piece)
15	Pine Apple Pastry	(Per piece)
16	Baked Bun	(Per piece)
17	Hot Coffee	(Per Cup)
18	Lemon Tea	(Per Cup)
19	Dip Tea	(Per Cup)
20	Cake	(200gms) without cream
21	Sheermal	(Per piece)
22	Biscuits / Namkeen	(Sweet)
23	Biscuits / Namkeen	(Salted)
24	Namkeen Mixture with Nuts	
25	Plain Milk	(Per Glass 250 ml)
26	Milk with Chocolate Powder	(Per Glass 250 ml)
27	Channa / Aloo Pooi	(Per plate 2 pieces)
28	Fresh Lemon Water	(Per Glass)
29	Fresh Lemon Soda	(Per Glass)
30	Cold Drink	(Per Bottle)
31	Juice	(Per Bottle /Per pack)
32	Mineral Water	(1 Litre/500ml & 250 lm)
33	Tomato Soup	(Per Standard Bowl)
34	Chicken Clear Soup	(Per Standard Bowl)
35	Vegetable Soup	(Per Standard Bowl)