

Government of Jammu & Kashmir
Directorate of Libraries & Research J&K
Srinagar/ Jammu

TENDER DOCUMENT
FOR
RUNNING OF CAFETERIA SERVICES
AT
SPS LIBRARY SRINAGAR

Time schedule for tender process	
Sale of tender document commence from	01.02.2020 (10.00 hours)
Last date for Sale of tender document	21.02.2020 (12.00 hours)
Last date for receipt of duly filled in tenders document	22.02.2020 (16.00 hours)
Date and Time of the opening Technical Bids	22.02.2020 (16.30 hours)
Date and Time of the opening Financial Bids	will be notified to the technically qualified tenderers

Government of Jammu & Kashmir
Directorate of Libraries & Research J&K
Srinagar/ Jammu

**TENDER NOTICE FOR RUNNING CAFETERIA SERVICES AT SPS LIBRARY
SRINAGAR**

Sealed tenders affixed with Revenue stamps worth ₹5.00 are invited for running cafeteria services at SPS Library Maulana Azad Road Srinagar.

The tender document shall be available **from the 01.02.2020 during all working days upto 21.02.2020, 12.00 hours** on payment of ₹500/ (non-refundable) by demand draft in favour of "Deputy Director Libraries and Research Department Srinagar. The tender document may also be downloaded from website <http://www.jkpubliclibraries.nic.in>. The interested party/person shall have to submit the DD of ₹500/- at the time of submission of tender along with the EMD. The bid shall have to be submitted duly filled, sealed and signed at the above mentioned address. All the bidders should submit a demand draft of ₹10,000/- (**Ten thousand Only**) in favour of "Deputy Director Libraries and Research Department Srinagar " payable at Srinagar, as the earnest money deposit (EMD) in the separate sealed cover. The EMD of unsuccessful tenderers shall be refunded within 90 days after finalization of the contract.

**Assistant Director
Libraries & Research
Karan Nagar ,Srinagar**

Dated: 30.01.2020

1. GENERAL TERMS AND CONDITIONS

- 1.1 Please read terms and conditions carefully before filling up the document. Incomplete tender document will be rejected.
- 1.2 Before submitting, the tenderer should ensure that all self-attested documents are attached along with the technical bid.
- 1.3 All pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the terms and conditions of this tender.
- 1.4 Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No bidder shall submit more than one tender form.
- 1.5 The name and address of the bidder shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted in strict compliance with the instructions laid down therein, otherwise the tender is liable to be rejected.
- 1.6 Person signing the bid or other documents connected with the tender must clearly write his/her name, cell no. and also specify the capacity in which signing.
- 1.7 The Director General Libraries reserves the right to reject any or all the tenders without assigning any reason there of.
- 1.8 The Department reserves the right to change any condition of the tender before opening of the bids.
- 1.9 A separate demand draft for ₹500/- (non-refundable) in favour of " Deputy Director Libraries and Research Department Srinagar payable a Srinagar against cost of tender form shall be attached with the technical bid in case the tender form is downloaded from the web site.
- 1.10 The facilitation charges of ₹1.00 Lacs per Annum shall have to be paid by the contractor to the Department within five days of allotment of contract.

2. Eligibility criteria:-

- 2.1 The tenderer must be in a business of running cafeteria selling of snacks items as shown in the commercial bid. The bidder shall have minimum one year experience in running such cafeteria/catering services in reputed organization(s).
- 2.2 The tenderer shall also give a list of catering services/hotel/restaurant etc., run by him (with details of periods).
- 2.3 The facilitation charges of ₹1.00 Lac per Annum shall have to be paid by the contractor to the Department within five days of allotment of contract.

3. The tenderer should invariably submit his tender in three sealed covers viz.

- (ii) **EMD covers**
- (iii) **Technical bid cover**
- (iv) **Commercial bid cover**

3.1 EMD Cover

- i. EMD cover should contain EMD of ₹10,000/- (Rupees Ten thousand only) in the form of demand draft from any nationalized bank. In case the tender document is downloaded the DD of ₹500/-drawn in favour of " Deputy Director Libraries and Research Department Srinagar shall be submitted along with the EMD. The tender without prepayment of EMD and tender document fee will be out rightly rejected.
- ii. The EMD amount will be refunded to unsuccessful bidders.
- iii. EMD will be liable to be forfeited, if the bidder selected for the work fails to sign the formal agreement or to start the work on the date stipulated in the work order.
- iv. The EMD remitted will not bear any interest for the period retained by the Department.

3.2 Technical bid cover

Technical bid cover should contain the following:-

- i. Original copy of priced tender form (except commercial bid documents)
- ii. Proof of business carried out by the tenderer during the last one year.
- iii. The tenderer should furnish details regarding nature of their firm, name and address of partners/proprietors/directors and also their sister concerns, if any.
- iv. Attested copies of all details of registration such as company/firm/ hotel business/Restaurant/ Catering etc.
- v. Income proof like annual return filling or audited balance sheet along with income and expenditure
- vi. PAN / GST registration number etc.,

3.3 Commercial bid cover

- i. The commercial Bid shall be put in a separate cover super scribed as such.
- ii. The rates shall be quoted in respect of the list of items proposed to be sold.

4. Execution of AGREEMENT and payment of SECURITY DEPOSIT

- 4.1 The successful tenderer should execute an agreement for the fulfillment of the contract with the " Deputy Director Libraries and Research Department within 5 days from the receipt of the letter of acceptance of the tender. If the same is not executed within 5 days the order shall be treated to have been cancelled and the earnest money deposit of Rs.10,000/- shall be forfeited and the tender will be held as non-responsive.
- 4.2 The successful tenderer shall be required to deposit an amount of Rs.50,000/- (Rupees Fifty thousand only) as security deposit immediately after the issue of work order and before the execution of the agreement, in the form of demand draft of any nationalized /scheduled bank only in favour of " Deputy Director Libraries and Research Department Srinagar , payable at Srinagar. No interest shall be paid on such security deposit, which shall remain with the institute during the currency of the contract and it shall be released only after three months on the expiry of termination of the contract subject to clearance of all dues by the contractor.

5. Special Terms and Conditions:

- 5.1 The Department shall offer space reserved for cafeteria within the SPS Library Maulana Azad road Srinagar.
- 5.2 The cafeteria service shall have to be provided from 08.30 hours to 20.00 hours on all working days. Except Sundays and holidays.
- 5.3 The Department shall will not bear the expenditure for the setting up of infrastructure except the furniture items already provided in the cafeteria.
- 5.4 The contractor has to submit refundable security deposit of ₹10000/- towards installation of Electrical sub-meter and required to pay the electricity charges on actual basis, alongwith pro-rata fixed charges. This shall be paid on or before 5th of every month on monthly meter reading basis separately by the contractor.
- 5.5 Licenses needed to run the cafeteria are 1. FSSAI license, 2. GST Registration specifying for selling of bakery items and beverages 3. Local Municipal Corporation Health License, 4. Police Eating House License and Fire.
- 5.6 The contractor shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages generated from the cafeteria operations.
- 5.7 No non-recyclable plastic or plastic container shall be allowed to be used as to make the premises a non-plastic zone, failing which penalty will be imposed similar to clause 7.5 for each event.
- 5.8 The contractor shall have to hand over the premises in the same condition as it was given to them at the time of occupying and if any damages found, the charges shall have to be recovered from the contractor.

- 5.9 The contractor shall not keep the cafeteria closed on any working day and any such incident shall be treated as breach of contract and suitable action including penalty shall be imposed for the same, as it may deem fit.
- 5.11 On award of the contract, the successful tenderer will have to file full details of the staff/crew/labour employed indicating name, age, home address, qualifications, etc., and shall also intimate as and when any change takes place. The tenderer shall not at any time engage any minor to carry out the work under the contract and shall also submit their Aadhar Cards and character antecedents from the concerned Police Station.
- 5.12 The contractor shall maintain attendance and wages registers for all workers engaged under the contract and shall also take out Workmen's Compensation Insurance Policy. The payment of wages to workers must be made as per Government Rules in vogue. Proof of wages shall have to be submitted to " Deputy Director Libraries and Research Department Srinagar on a monthly basis.
- 5.13 The contractor shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any labour legislation in force during the validity of the contract, the contractor would be fully responsible and the Department shall in no case be responsible for any such act.
- 5.14 The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of SPS Library . The cafeteria staff shall leave the campus latest by 20.30 hours and shall be granted permission to enter the campus not earlier than 08.00 hours. However, special timings will be permitted with prior approval of the Competent Authority of the Department.
- 5.15 The contractor shall ensure that his staff is in a good attire , properly shaved and nails clipped while in service in the cafeteria. The staff engaged by the contractor shall Show professional courteous behavior at all times, Wear neat and clean work clothes and will not smoke beedies, cigarettes or chew pan or any tobacco items etc.
- 5.16 The contractor shall ensure that the staff engaged by him observes safety precautions and security regulations.
- 5.17 The department reserves the right to call upon the contractor to remove any person employed/working in the cafeteria, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons.
- 5.18 The contractor will have to issue identity cards to its employees employed in the cafeteria Without which his entry shall be barred.
- 5.19 The contractor's crew shall not be allowed to use any area situated outside the cafeteria.

- 5.22 All the workers engaged by the contractor for carrying out tasks under this contract shall be deemed to be the employee of the contractor only. The contractor shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc.
- 5.23. Any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the contractor.
- 5.24 Contractor shall not sell any cigarette, beedy, pan, alcohol etc. in the cafeteria which otherwise shall be treated as breach of contract.
- 5.25 The contractor and his staff shall abide by various rules and regulations of SPS Library as prevalent from time to time.
- 5.26 The contractor and his staff shall comply with all instructions and directions of the Deputy Director Libraries and Research Department Srinagar given from time to time.
- 5.27 Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- 5.28 The contractor shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Department immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- 5.29 The Deputy Director Libraries and Research Department Srinagar shall have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the contractor or his staff. The decision of Department in this regard would be final and binding on the contractor. In such an event, the Department shall have the right to engage any other contractor to carry out the task at the risk and cost of the existing contractor. For violation of any terms and conditions of the tender, security deposit will be forfeited.
- 5.30 The Deputy Director Libraries and Research Department Srinagar reserves the right to terminate the contract without giving any notice. The contract can be terminated by either party, after giving three months' notice. The contract will be extendable by mutual agreement till alternate arrangements are made.

- 5.31 The period of contract is for one year from the date of award of contract for cafeteria premises. However the contract could be renewed further for two terms of one year each solely at the discretion of authorities of the Department on mutually agreed terms and conditions.
- 5.32 The contractor shall not transfer the contract of the cafeteria services or sublet the same to anybody which may be treated as a breach of contract and the contract shall be liable to terminate without any prior notice with consequent penalty including forfeiture of security deposit. All expenses whatsoever for re-tendering the services will be recovered from the contractor.

6. ITEMS SOLD

- 6.1 The food items containing ingredient of good quality. Snacks and beverages should be of excellent quality and hygienic.
- 6.2 The contractor should not keep any packed items for sale which has already surpassed the date of expiry.
- 6.3 The packed items should be sold only as quoted in commercial bid or MRP which ever less.
- 6.4 The item details and rate of selling should be displayed in bold and visible manner
- 6.5 The displayed rate should have break up of selling price and GST legibly.

7. PENALTY

- 7.1 The Department reserves the right to impose penalty (to be decided by the authorities of the Department) on the contractor for any lapse in maintaining the quality and the services willfully or otherwise by the contractor or his staff or for any adulteration.
- 7.2 If the Department is not satisfied with the quality of eatables served, services provided or behaviour of the contractor or his/her employees, the contract shall be deemed to have been breached and the contractor shall be directed to vacate the premises within 24 hours.
- 7.3 No separate water charges will be charged from the contractor , however, the contractor shall ensure judicious use of water. For misusing of water penalty of ₹500/- to ₹1000/- shall be imposed for each such event.

8. Bid Evaluation criteria

- 8.1 The bidder offering competitive discount on MRP of branded items shall be reckoned for evaluation.
- 8.2 The bidder shall also quote competitive rates for non branded bakery items.
- 8.3 List of items commonly to be kept available in the cafeteria is attached as Annexure for reference

UNDERTAKING BY THE TENDERER

I/ We have carefully gone through various terms and conditions listed above for providing of cafeteria services at SPS Library Srinagar. We agree to all these conditions and offer to provide cafeteria services . We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of all conditions listed above.

Date:

Place:

Signature of the Tenderer

Name:

Designation:

Office Seal:

Government of Jammu & Kashmir
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GENERAL INFORMATION

(To be filled in by the bidder for the Technical Bid)

1. Name of the Firm /Company :

2. Complete Office Address: (with contact number & email ID)

3. Company website, If any

4. Type of Organization Individual/Partnership/Pvt.Ltd

5. (i) Year of establishment

6. Details of payment

S. No:	Particulars	Bank Details	Amount with date	Remark
1	Details of Tender cost			
2	Details of EMD Deposit			

7. Name and address of the authorised signatory / Contact person for this tender

8. Total staff strength of the company on its payroll

S No.	Category of Staff	Nos.	Remarks
1			
2			
3			

9. LIST OF CLIENTS

S No.	Client's Name, Address & Contact No.	Client Phone & address of present canteen	Period of contract		No. of persons availing catering facility	Contract Value per Month in Rs. Lakhs
			From	To		

10. Details of self-attested supporting documents

S. No.	Registration Under	Registration No.	Valid up to	Proof enclosed in Page No:
1	Firm / Company Registration (delete whichever is not applicable) Shops & Establishment Act			
2	PAN			
3	Provident Fund			
4	ESI			
5	GST Registration No:			
6	FSSAI Registration No:			
7	Local Municipal Corporation Health License			
7	Others			
8	Annual Turn over	Amount in lakhs		
	2016-2017			
	2017-2018			
	2018-2019 Provisional/Audited			

(Self-attested copies as proof of the above must be attached to qualify, compulsorily, Original papers should be provided for verification purpose).

Note: Police Eating House License and Fire License must be obtained within a month of receipt of award of contract.

Date:

Signature of the Tenderer
Name:
Designation:

Place:

Office Seal:

Note: 1) Please read Tender carefully and fill up the above information 2) Sealed Cover bearing Tender No. and Date

Government of Jammu & Kashmir
Directorate of Libraries & Research J&K
Srinagar/ Jammu

TENDER FOR PROVIDING CAFETERIA SERVICES

1. Name of the bidder/ Agency :
2. Address of the bidder/Agency:
3. Name of the Person :
4. Phone No :(Mob).....

List of items.

Sl. No	Items	Qty	Price (Rs.)	GST Amount with %	Total
	HOT BEVERAGES				
1	Coffee	150ml			
2	Tea	150ml			
3	Green Tea	150ml			
4	Lemon Tea	150ml			
5	Tomato Soup	150ml			
	MAGGI				
6	Maggi noodles – Masala - Regular	1 pk			
7	Maggi-Noodles – Veg Atta	1 pk			
8	Maggi Noodles – Other Variants	1 pk			
	SANDWICHES				
9	Bun Butter & Jam	1 pc			
10	Veg Sandwich	1 pc			
11	Veg Cheese Sandwich	1 pc			
12	Veg Grill Sandwich	1 pc			
13	Veg Cheese Grill Sandwich	1 pc			
14	Cheese Sandwich	1 pc			
15	Cheese Grill Sandwich	1 pc			
16	Chocolate Sandwich	1 pc			

Cont...

Sl. No	Items	Qty	Price (Rs.)	GST Amount with %	Total
	SNACKS				
17	Veg Burger	1 pc			
18	Veg Bread Roll	1 pc			
19	Pannier Bread Roll	1 pc			
20	Veg. Puffs	100 gm			
21	Egg Puffs	100 gm			
22	Chicken Puffs	100 gm			
23	Banana Fry	100 gm			
24	Onion Vada	100 gm			
25	Chicken Roll	100 gm			
26	Paneer Puff	100 gm			
27	Ribbon Slice Cake	1 pc			
28	Chocolate Slice Cake	1 pc			
	COLD BEVERAGES				
29	Cold Coffee	150 ml			
30	Iced Tea (Lemon)	150 ml			
31	Orange	150 ml			
32	Packaged Drinking Water	1000ml			

(Note: The tenderer can add items in separate annexure and will be considered only when two or more tenders quote same items.)

I am herewith offering _____% (in words _____ percentage) discount from Maximum Retail Price (MRP) to sell the branded bakery item and any other items prescribed by the authority from time to time

Date : Full Name, Signature & seal of the
Place :

Authorized Person

**AGREEMENT BETWEEN THE CAFETERIA SERVICES CONTRACTOR AND THE
DEPUTY DIRECTOR, LIBRARIES & RESEARCH SRINAGAR**

Agreement executed on ____ the day of _____ 2020 between _____ (hereinafter called the contractor) and the Deputy Director, Libraries and Research Srinagar

Whereas the contractor had tendered for the Cafeteria Services at SPS Library Srinagar as per tender notification No. _____ dated _____ which tender notification shall form part of this Agreement as if incorporated herein.

Whereas the Department has been pleased to accept the offer subject to the conditions stipulated in the work order No. _____ dated _____,

whereas the contractor has as security for the due fulfillment of his obligations under this deed deposited Rs.50,000/- (Rupees fifty thousand only) on ____ the _____ 2020,

NOW THESE PRESENTS WITNESS AS FOLLOWS:-

1. The Department will offer space for running of the cafeteria within SPS Library Building . The cafeteria services shall be provided between 08.30 hours to 18.30 hours
2. Department will not bear the expenditure for the setting up of the requisite infrastructure except already available furniture items in the cafeteria.
3. The contract period is for one year from _____ to _____.
4. The contractor will serve all items as approved by the Department and no change whatsoever shall be made therein. The contractor shall display the list of beverages and product as mentioned in the quote with approved rate.
5. The facilitation charges of ₹1.00 Lacs per Annum shall have to be paid by the contractor to the Department within five days of allotment of contract..
6. The contractor will be required to pay to the Department electricity charges on actual basis along with pro-rata fixed charges levied by the PDD with security deposit of Rs.10000/-. The Electricity Charges will be paid on or before 5th of every month on monthly meter reading basis.
7. The Department reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. Decision of the Department in such situations shall be final . The contract can be terminated by either party after giving three months' notice.

8. The contractor shall not transfer the contract of the cafeteria services or sublet the same to anybody which action may be treated as a breach of contract and the contract shall be liable to be terminated without any further notice. All expenses whatsoever for the retendering the services will be recovered from the contractor.
9. The contractor shall hand over the premises in the same condition as it was given to them at the time of occupying and if any damage is found, the charges thereof shall have to be paid by the contractor.
10. The Department reserves the right to impose penalty (to be decided by authorities of the Department) on the contractor for any lapse in maintaining the quality, hygiene and the services willfully or otherwise by the contractor or his staff or for any adulteration.
11. The security deposit which shall remain with the Department during the currency of the contract shall be released only after three months on expiry or termination of the contract subject to clearance of all dues by the contractor. No interest shall be paid on the security deposit.
12. In the event the Department is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the Department will be at liberty terminate the contract with forfeiture of security deposit.
13. Waste and garbage disposal must be done quickly and immediately on daily/ regular basis and the contractor shall ensure cleanliness and hygiene at all times in the premises.
14. Notwithstanding, any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Srinagar only .
15. All the conditions of the tender document and communication issued to the contractor vide letter No. _____ dated _____ shall also form part of this agreement.

Signed on this day ____the _____2018

DEPUTY DIRECTOR
Libraries & research Srinagar

Witness: (1)

(2)

CONTRACTOR

Seal of the contractor

(1)

(2)