

## **ELIGIBILITY CRITERIA OF THE BIDDER**

1. Bidder/Firm/Agency/contractor should be registered in India under the company act or should be public sector organization. Certificate of registration should be furnished regarding this.
2. The Bidder/Firm/Agency/contractor should not been blacklisted in the past by any Govt. body/ Private institution of the country and there is no vigilance/any other investigating agency case pending against the firm/supplier. The bidder should submit a notarized affidavit on a stamp paper that the bidder/ firm has not been blacklisted / debarred /prohibited by any State / Central Government Department / Organization/Institution.
3. The Bidder/Firm/Agency/contractor must have GST No.enclse copies of certificate of Registration under GST. In addition to this Income Tax Registration (PAN) details should also be enclosed.
4. Bidder/Firm/Agency/contractor should have Trade License for running of private mess from competent authority recognized by FSSAI Act, 2006.
5. Bidder/Firm/Agency/contractor must be registered with labour department.
6. Bidder/Firm/Agency/contractor must be registered with Employees State Life Insurance Corporation or other Insurance Company.
7. The conditional and vague quotation shall not be entertained.



## **General Information and Instructions**

1. *The Bidder/Firm/Agency/contractor shall carefully examine the terms and conditions before submitting their tenders.*
2. *Within 15 days of the award of Contract by the College the successful Bidder /Firm /Agency /contractor shall be required to enter into a formal agreement.*
3. *The Principal SKC, GDC Poonch reserves the right to reject any or all the tenders, either whole or in part without assigning any reasons.*
4. *The tender document should be signed by the Bidder/Firm/Agency/contractor on each page failing which the tender shall be rejected.*
5. *Incomplete and Conditional tender will be out rightly rejected.*
6. *The tenders submitted by the Bidder/Firm/Agency/contractor will be opened on next working day of last date of tender submission by the college-canteen committee inthe office chamber of the Principal, SKC, GDC Poonch in the presence of the Tenderers/representatives who wish to remain present in the tender opening process.*
7. *Any dispute arising out of this shall be referred to the Administrative Department (Higher Education of J&K Govt.) whose decision shall be final and binding upon both the parties.*
8. *The legal Jurisdiction shall be the Hon'ble Courts of the J&K UT at Poonch.*
9. *The successful Tenderer shall be responsible for running the canteen strictly in accordance with the contract and terms and condition mentioned in tender document. Deviation,if any, can lead to blacklisting of the Contractor.*
10. *The successful contractor shall have to abide by the standard terms and conditions of the NIT and also as laid down in the J&K Book of Financial rules/codes and the conditions as per the contract.*
11. *Any other condition that is not indicated here can be incorporated in the contract.*



## **INSTRUCTIONS FOR SUBMITTING TENDER/BID**

*The Tender/Bid shall be submitted in two sealed envelopes. In one envelope enclose all the required documents and write on the top of envelop «Technical bid" and in second envelop enclose the Price List of Annexure-I and write on the top of envelop \*Financial bid" as below.*

### **SEALED COVER-1(Technical Bid) should contain the following documents**

- a) Valid Certificate of Registration with labour department of Govt.*
- b)Trade License for running mess from the competent authority*
- c)GST Registration document*
- d)PAN Card/TAN No.*
- e)Income Tax Return of last year*
- f) Experience Certificates(if any)*
- g)Tender Document duly signed and stamped by the bidder on each page*
- h)TENDER FORM (Annexure-I)*
- i) Insurance Certificate*
- j) Affidavit (that the bidder/ firm has not been blacklisted / debarred / prohibited by  
anyState/Central Government Department Organization/Institution)*
- k)Any other supporting document(if any)*

**SEALED COVER-2: (Financial Bid):** *The Financial Bid shall be opened for those bidders who shall qualify the technical bid. This must contain the following.*

#### ***I. Annexure-II***



## **STANDARD TERMS AND CONDITIONS**

1. *These terms and conditions shall become the part of formal agreement between College and the bidder/contractor.*
2. *The agreement shall remain in force for a period of one Year from the date of award of contract unless the agreement is sooner terminated or renewed. The agreement can be renewed on the basis of contractor's performance and work and conduct.*
3. *The contractor agrees to supply to the students and members of the staff of the SKC, GDC Poonch in the canteen Hall at specified times, various items as per particular mentioned in the Annexure-I attached hereto on rates of the items which have been indicated in Annexure-I Which is part and parcel of this agreement.*
4. *Supply of items on credit shall be at the contractors' own risk and college shall not take any liability for such credit and its recovery thereof.*
5. *The said items shall be of standard quality and they will be strictly in accordance with the prevention of food Adulteration Act. In case there will be any violation of the Act, the contractor will be solely and wholly responsible. They will also furnish declaration/undertaking to the appropriate authorities as and when required. The said items if necessary may be offered to any of the senior officer of the College for inspection.*
6. *The college shall exercise strict control on the operations of the canteen concerning timely supply of the items in the manner laid down here in above or under any rules made in this behalf in the interest of discipline and efficiency. The college shall also exercise control on quality and quantity of items.*
7. *The Contractor agrees to keep with the college a security deposit of Rs 20000/- (Rupees Twenty Thousands only). The deposit amount shall be refundable without any interest on the termination or earlier determination of this agreement.*
8. *In case of any damage to any part of the building or furniture, fixtures, fittings, equipment's and/or other properties of the college, appropriate cost of such material shall be deducted at the discretion of the college from the security deposit and the balance (if any ) only shall be repaid. If the deposit falls short of the amount to be recovered, the balance shall be recovered from the bills of the contractor.*
9. *The contractor shall be responsible for maintaining the canteen hall, kitchen, store room and surrounding area neat and clean and utensils in perfect hygienic condition.*
10. *The contractor agrees not be transfer or assign their rights under this agreement to any other party without prior written permission of the college.*
11. *The contractor agrees that they will not use or permit to use the canteen premises for any purpose other than for which it is permitted. SKC, GDC Poonch reserves its rights to have overall control over the canteen building,*



*furniture and other facilities provided.*



12. The contractor shall not provide services to any other person or persons who are not workers or staff of the college except with the written permission of the college.
13. The contractor shall not allow any employee of the college to enter the canteen and to avail of the canteen services at any time except the permitted hours which shall be specified by the college from time to time.
14. The contractor agrees to employ sufficient number of workers in consultation with the college administration/committee meant for the purpose and all such workers have attained 18 years of age and declare medically fit by the Medical officer recommended by the college and shall be under supervision and control of contractor alone.
15. The contractor shall be personally responsible for the conduct and behavior of his employees. The employees engaged by the contractors will not be deemed to be employees of the colleges, since there will be no privacies of contract between the college and the employees engaged by the contractor.
16. The contractor agrees to give proper uniform to their employees as approved by the college administration/committee meant for the purpose and assure that it will be clean and proper uniform only.
17. The contractor agrees to allow the members of the college canteen committee meant for the purpose at reasonable time to inspect the work in the canteen.
18. The contractor agrees not to affix without previous written consent of the college administration/committee meant for the purpose any bill, hoardings, notice placards, advertisements either inside or outside the canteen building.
19. Rental charge would be payable by the contractor for the use of Canteen premises at the rate of Rs 1000/- Per month. The rental charges could be increased by the college authority after six months.
20. The contractor shall not use the electricity for cooking purpose and shall not takeout additional connections from the standard fittings in the canteen building for using appliances without prior permission of the college Management.
21. The contractor agrees to make own arrangement for cooking fuel i.e.coal, kerosene, gas etc. College does not guarantee for the gas supply but in case arrangement and efforts are made, the canteen contractor shall meet out the expenses for the same. The contractor will ensure that all canteen workers are trained in use of LPG cylinders and they observe all safety precautions.
22. The college Management shall not liable facilitating the transport for bringing the items for canteen use i.e. raw material,fuel etc.
23. The contractor shall alone be liable for payment of any compensation to his employees suffered due to accident, fire, litigation, or any such other causes. The contractors shall take appropriate Insurance policy. The college shall on no count be liable for payment of compensation in the event the college is made liable, the contractor shall indemnify the college against all such payments
24. The contractor hereby agrees that the college shall not be liable for any suit and /or litigation filed by any of the employees of the contractor against the college



*Administration the contractor shall indemnify the college and shall bear all expenses incurred by the college in defending such suit and /or litigation.*

- 25. The contractor shall have to carry out the instruction given by the college administration through its committee and non-compliance of the instruction shall be treated as breach of this contract, for which penalty can be imposed upon the contractors or this agreement be rescinded.*
- 26. In cases of non-observation and non-performance of any of the provisions of this agreement by the contractor, the college administration shall be at liberty or with any time thereafter, to terminate this agreement.*
- 27. The contractor agreed that either party can terminate the agreement during the term by giving 30 days' notice in writing to other party. In any case the contractor shall continue to run canteen till alternate arrangement is made by the college.*
- 28. The contractor agrees to strictly adhere to the canteen timings as laid down by the college and ensure that the canteen will remain closed during the closure timings.*
- 29. This agreement shall be subject to the jurisdiction of the courts in district Poonch and no other court shall have jurisdiction in any litigation arising out of this agreement.*
- 30. The amount of Rs. 20000/- (Twenty Thousand only) towards security deposit shall be paid by the contractor in the form of demand draft drawn in favour of principal SKC, GDC Poonch.*
- 31. The contractor shall pay the rent on monthly basis and the same shall be deposited in the college chest against proper receipt. The contractor agrees to pay the rent at the Rs.1000/- Per month.*
- 32. The contractor agrees that if any short of food poisoning, either minor or major is reported, the complete responsibility shall be with the contractor and he shall take immediate steps for the medical aid for the stakeholder (s) at his own cost.*
- 33. The contractor agrees to provide/ sell the food items at the rate (s) fixed by the college administration. The rate list of all type of food items and fruits is given in **annexure-I***
- 34. The contractor agrees that the milk for preparing tea shall be of standard brand (Desi).He shall not use other brand of milk except desi (Buffalo milk) in any circumstances.*
- 35. The contractor shall provide purified water to the customers. Water available in the canteen shall be tested for quality. Contractor shall also install a good quality Water purifier in the canteen at his own cost.*
- 36. The contractor agrees that the child labour is banned in the canteen.*
- 37. Smoking consumption, distribution of alcohol, use of pan and gutka or any other banned or restricted substance is strictly prohibited.*
- 38. No junk food shall be served in the canteen at any point of time. The following items will be strictly banned from the current session. Soft drinks (all types) Chips/ Kurkuras etc. Instant noodles / maggi Pizzas / burgers*
- 39. The university grants commission (UGC) in a circular published on august 16, 2016 on its website ban the junk food in the institutions of higher learning.*
- 40. The contractor agrees with the circular issued by the secretary, university grants commission which reads as.*



***"Banned junk food in colleges would set new standards for healthy food and makes the students live better, learn better and also reduce obesity levels in young learners, thus preventing life style diseases which have a direct link with excessive weight.***

41. *It shall be the responsibility of the contractor to make necessary arrangements regarding the waste disposal in a scientific way.*
42. *The College Canteen Committee Comprising of following members will inspect the overall functioning of the canteen from time to time and will give the report regarding the quality and standard of the food items providing to the students, staff and visitors under the supervision of Coordinator IQAC of the college.*

<i>Dr. Nawaz Ahmed</i>	<i>Assistant Professor of Geography (Convener)</i>
<i>Dr.Yougish Kumar</i>	<i>Assistant Professor of Philosophy ( Member)</i>
<i>Dr.Imtiaz Hussain Shah</i>	<i>Assistant Professor of Urdu ( Member)</i>
<i>Prof.Nusrat Koser</i>	<i>Assistant Professor of Political Science ( Member)</i>
<i>Prof.Mohd Basharat</i>	<i>Assistant Professor of Information Technology ( Member)</i>
<i>Prof. Masood Ahmed</i>	<i>Assistant Professor of Mathematics ( Member)</i>
<i>Sh. Dev Raj</i>	<i>SO ( Member)</i>

***Signature and Seal of the Tenderer/Contractor***



**(Annexure—I)**

**TENDER**  
**FORM**

**FOR RUNNING COLLEGE CANTEEN AT SKC, GOVERNMENT DEGREE COLLEGE POONCH**

1. Name, address of the Tenderer/Contractor.....
2. Telephone No.....Mobile No.....
3. Registration No.....
4. Name, Designation, Address of the signing person:  
.....  
.....  
.....  
.....  
.....  
.....
5. PAN No. issued by Income Tax Dept.....
6. GST No.(If any).....
7. Experience if any.....
8. Any other information.....

**DECLARATION BY THE CONTRACTOR**

*This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself / ourselves to abide by terms and conditions.*

**Signature and Seal of the Tenderer/Contractor**



**(Annexure–II)**

<b>S. No.</b>	<b>Description of items</b>	<b>Rate in Rupees</b>
<b>01</b>	<b>Thali ( Rice+Dal+chapattis+salad+vegetable)</b>	
<b>02</b>	<b>Tea with Desi Milk Per cup</b>	
<b>03</b>	<b>Coffee per cup</b>	
<b>04</b>	<b>Parantha (one)</b>	
<b>05</b>	<b>Omelet of 2 eggs+4 slice</b>	
<b>06</b>	<b>Omelet of one egg+2slice</b>	
<b>07</b>	<b>Boiled egg(one)</b>	
<b>08</b>	<b>Lemon tea per cup</b>	
<b>09</b>	<b>Butter toast of two slice</b>	
<b>10</b>	<b>Band/Kachuri/samosa/cake etc.</b>	
<b>11</b>	<b>Packed drinking water ( small bottle)</b>	
<b>12</b>	<b>Packed drinking water(big bottle)</b>	
<b>13</b>	<b>Pakora (vegetable)Per kg</b>	
<b>14</b>	<b>Paneer Pakora per kg</b>	
<b>15</b>	<b>Aloo Pakora per kg</b>	
<b>16</b>	<b>Veg. Soup per bowl</b>	
<b>17</b>	<b>Plain Roti (one)</b>	
<b>18</b>	<b>Gulab Jamun/Rasgulla per piece</b>	

**Signature and Seal of the Tenderer/Contractor**