

NOTICE INVITING TENDER

Sealed tenders are invited from individuals/organizations for running a cafeteria at Tashiling Secretariat Annexe Building to cater to the employees and visitors to the Tashiling Secretariat at Gangtok.

The Tender Document can be obtained from the Office of the Under Secretary (Adm.), Home Department, Tashiling Secretariat, Gangtok (at 2nd Floor, Room No. F2-06) on all working days from **28th August, 2019 to 4th September, 2019 between 11 a.m. to 4 p.m.** or can be downloaded from the Home Department's website www.home.sikkim.gov.in on **payment of Rs. 500/- vide Bank Receipt under Revenue Head 0070-Other Adm. Services-60 Other Service-800-Other Receipts-03-Other Receipt-Cost of Tender form.**

1. The prescribed bid form duly filled by the applicant in all respects should be delivered by post or by hand to the Under Secretary (Adm.), Home Department by **3 p.m. on 5th September, 2019.**
2. The tenders will be opened on **6th September, 2019 at 11 a.m. in the Conference hall (4th Floor), Home Department, Tashiling Secretariat, Gangtok** in presence of the members of Tender Committee of the Home Department and authorized representative(s) of the bidding parties. The parties will be required to meet the Committee to satisfy all material questions pertaining to their company/firm and their modus-operandi etc. and for finalization of the offer.
3. The Home Department reserves the right to accept/reject any tender without assigning any reasons.

Special Secretary
Home Department
Dated 19.8.2019

TENDER DOCUMENT FOR RUNNING CAFETERIA AT TASHILING SECRETARIAT ANNEXE BUILDING

Sl. No.	Particulars	Description
1.	Scope of Work	An area measuring 4088.16 sq. feet shall be made available to the successful bidder for running cafeteria in the Tashiling Secretariat Annexe building. The Licensee is required to supply tea, coffee, lunch, cold drinks, snacks, etc. to the employees and visitors to the Secretariat.
2.	Cost of tender document	Rs. 500/-
3.	Availability of tender document	28 th August, 2019 to 4 th September, 2019 between 11 a.m. to 4 p.m. Room No. F2-06, 2 nd Floor, Home Department, Tashiling Secretariat, Gangtok or download from www.home.sikkim.gov.in
4.	Last date for submission of bid	By 3 p.m. on 5th September, 2019.
5.	Date and place of opening of tender	6 th September, 2019 at 11 a.m. Conference Hall (4 th Floor), Tashiling Secretariat, Gangtok
6.	Earnest Money Deposit	Rs. 5,000/- in the form of TDR of State Bank of Sikkim in favour of “The Sr. Accounts Officer, Home Department, Government of Sikkim”
7.	Address for communication	Under Secretary (Adm.), Home Department, Tashiling Secretariat, Gangtok (2nd Floor; Room No. F2-06)

APPENDIX-A

GUIDELINES FOR SUBMISSION OF TENDER FOR RUNNING CAFETERIA AT TASHILING SECRETARIAT ANNEXE BUILDING

General

1. The contract is for running the Cafeteria at Tashiling Secretariat Annexe building for which an area measuring 4088.16 sq. feet shall be made available to the successful bidder. However, the cafeteria shall be run under certain conditions which are stipulated hereinafter and in the terms and conditions at Appendix-B.
2. Each and every page of the bid must be signed by the bidder himself.
3. Any bid not signed on each page may be rejected.
4. Any overwriting or cutting in the bid document must be avoided. However, if any overwriting or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
5. The tenderer is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the tenderers own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
5. The tenderer shall give his/her full permanent as well as temporary address in Annexure 1 and shall also furnish/attached proof thereof.
6. The bidder whose bid is accepted, shall submit **Rs. 50/-** non- judicial stamp paper at its own cost to the Home Department for preparing the contract agreement to be signed by both the parties.

Eligibility Criteria

7. The bidder who has an experience of running such a cafeteria in Government departments, public undertakings and/or renowned educational institutions or elsewhere, may apply along with sufficient proof of its experience/ability of running such cafeteria.
8. The bidder must have Sikkim Subject Certificate or Certificate of Identification issued under the provisions of Establishment Department, Government of Sikkim Notification No. 5 (925)/Gen Est dated 9.4.1981, PAN Number and GST/GSTIN number. The bidder whom the contract is finally awarded shall have a GST number for the cafeteria in question as well, if the related law so requires.

Earnest Money Deposit (EMD)

9. Every bid must be attached with an Earnest Money Deposit of **Rs. 5,000/-** in the form of TDR of State Bank of Sikkim in favour of the **“The Sr. Accounts Officer, Home Department, Government of Sikkim”**. Any bid which is not accompanied by the earnest money deposit shall be summarily rejected.
10. The earnest money of the successful tenderer will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement. The earnest money of the tenderer who withdraws its tender in breach of conditions of

contract and who evades or refuses to sign the contract bond after acceptance of its tender within the period of its validity, will also be liable to forfeiture.

11. a. The EMD of unsuccessful bidders shall be refunded after completion of the bidding process. However, the same shall be refunded within 30 days after the receipt of written request from the bidder concerned in this behalf.

b. The EMD should be valid for a period of minimum three months.

c. The EMD of the bidder whose bid is finally accepted, shall be returned on deposit of the due security deposit as stipulated in the Terms & Conditions in Appendix-B.

Documents to be attached with the bid

12. The bidder must attach the TDR and self-attested copies of the following documents along with the bid. Any bid not accompanied by such documents would be liable for rejection:

a. Income Tax Registration Certificate, PAN No., SSC/COI

b. Firm/Company Registration Certificate.

c. GST Registration Certificate/No.

d. Other Statutory Registrations/Licenses/Trade Licence/PFA

e. Details/particulars of the firm submitting the bid in Annexure-1.

f. TDR of Rs. 5000/- (Rupees Five Thousand) only towards EMD.

g. Address proof.

h. Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

Submission of Bid

13. The bid shall consist of entire Tender document i.e. Appendix-A, Appendix-B and Annexure-1. Along with it, all the documents as detailed in para 12 above ('a' to 'h') should also be attached. The bid shall be submitted in a sealed envelope, superscribed "**TENDER FOR RUNNING CAFETERIA AT TASHILING SECRETARIAT ANNEXE BUILDING**" latest **by 3 p.m. on 5th September, 2019**, in the Office of the Under Secretary (Adm.), Home Department, Room No. F2-06, Tashiling Secretariat, Gangtok.

14. Any bid received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse, shall be entertained.

15. The tender will remain valid for 30 days from the date of opening. After submission of the bid, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 30 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the Licensee at a later date, the bidder shall be competent to refuse.

Opening of Bids

16. Tender/Bids **will be opened on 6th September, 2019 at 11 a.m. in the Conference Hall (4th Floor), Tashiling Secretariat, Gangtok** in the presence of authorized representative(s), if any, of bidding parties and the members of Tender Committee of the Home Department. The bidders will also be required to meet the Committee to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc. and finalization of the offer.

17. The party, whose tender is accepted, will have to sign an agreement within 30 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its tender may be annulled at the discretion of the Home Department.

Evaluation Criteria for Bid Evaluation

18. The contract will be awarded to the tenderer who has bid the highest amount over and above the minimum reserved licence fee of Rs. 41, 855/- (Rupees Forty one thousand eight hundred and fifty five) per month and fulfils all the terms and conditions.

19. The Licensee shall commence the business within one month of signing of Agreement of contract.

Acceptance/Non-acceptance of bids

20. The tenders that do not fulfil any of the above conditions or are incomplete in any respect, are liable to be rejected.

21. The Home Department reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.

Signature of the Tenderer _____

Name _____

Name of the firm _____

Full Address & Telephone/Mobile No. _____

TERMS & CONDITIONS

1. An area measuring 4088.16 sq. feet shall be made available to the successful bidder/Licensee for running cafeteria in the Tashiling Secretariat Annexe building. The Licensee is required to supply tea, coffee, lunch, cold drinks, snacks, etc. to the employees and visitors to the Secretariat. The contract comprises the necessary arrangement of all raw materials required for the preparation of snacks besides the beverages, sweets, lunch, preparation of food items, and serving the prepared articles to the customers, including provision of all materials, equipment for preparation and serving of the articles. This will also include transportation, cost of materials and labour. The Licensee shall make his own arrangement for safe storage of materials and accommodation for its staff etc.

Duration

2. The duration of contract will be for **one year** from the date of signing the contract, subject to extension thereof on the basis of satisfactory performance, hygiene maintained and rate of food items for a maximum period of **three years**. No further extension of the contract, beyond three years, will take place under any circumstances.

Licence Fee, Electricity Charges & Other Provisions for Licensed premises

3. The Licensee shall be liable to pay the license fee as per the accepted bid for the cafeteria space regularly by 7th of each successive month. The payment shall be in the form of **Demand Draft** in favour of “**The Sr. Accounts Officer, Home Department, Government of Sikkim**”.

4. In case of failure to pay the License fee as per the accepted bid within the stipulated time as aforesaid, the Licensee shall be liable to pay penalty of **Rs. 100/-** per day over and above the accepted bid on cumulative basis towards delay payment.

5. Besides, the Licensee shall also be liable to pay the electricity charges and water charges on actual consumption basis to the Energy & Power Department and Public Health Engineering Department at the rates prevailing along with the payment of monthly Licence fee. For the purpose, there shall be a meter installed in the cafeteria by the Energy & Power Department and Public Health Engineering Department. The details of the payment shall be presented to the Under Secretary (Adm.), Home Department by the 15th day of the succeeding month.

6. However in case of non-payment of electricity charges and water charges in time, the Licensee shall be bound to pay penalty towards belated payment to the Energy & Power Department and Public Health Engineering Department.

7. Non-payment of Licence fee, the electricity charges, water charges and other charges, if any within time shall be deemed to be a serious breach of contract and may lead to termination of the contract at the discretion of the Home Department.

8. The Licensee shall use the premises ONLY for which it has been provided by the Home Department under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.

9. The Licensee shall not use the premises for residential purposes or for any other purposes without prior written permission of the Home Department. The Licensee shall always use the premises in a prudent and careful manner.

Assignment & Subletting

10. The Licensee shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the Home Department. The whole of the charge included in the contract shall be executed by the Licensee or his authorized competent representative(s). The Licensee shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the Licensee itself.

11. If at any time, it is detected that the cafeteria has been sublet or assigned to any other entity by the Licensee, the Home Department would be at liberty to terminate the contract forthwith without giving any time to the Licensee and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.

12. The entire business of the cafeteria shall be carried out in the name and at the behest of the Licensee.

13. The Licensee or his authorized/competent representative whose intimation would be provided in writing in advance to the Home Department, shall at all times be available in the cafeteria and the business of the cafeteria shall not be carried out by any other person/ entity under any circumstances.

14. In normal course, the Licensee or his authorized competent person should be available in the cafeteria/canteen. However if for any reason, the Licensee is not in a position to be available in the cafeteria consecutively for more than 3 days, a prior permission will have to be obtained from the Home Department, failing which, it will be deemed that the Licensee has violated an essential condition of the contract and the Licensee may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Home Department.

Cafeteria Timing, Facilities and Services etc.

15. The Cafeteria shall operate on all working days. Skeleton services will be provided on holidays whenever required.

16. The cafeteria shall operate from 7 a.m. to 7 p.m.

17. All necessary furniture and other infrastructure shall be provided by the Licensee.

18. Safety standards should be maintained. Fire extinguishers, sand buckets, should be installed in accessible places and should be in working conditions. First aid measures should also be available for emergencies.

19. Small set of services/items for sale along with the price list should be prominently displayed in legible font. Printed price menu should also be made available on tables. All items in price list should be made available to the customer.

20. The Licensee shall have to provide proper and smooth services to the customers to their satisfaction.

21. The Licensee shall be absolutely liable for payment of GST to the respective department on items sold in the cafeteria/canteen. The Home Department shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.

22. The Licensee shall further be liable to pay to the Home Department GST at the rate applicable from time to time on the Licence fee payable by it. The GST shall be payable over and above the Licence fee and the Office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the vendor in confirmation thereof.

23. The Licensee shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.

24. The Licensee shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said cafeteria or in other places of the campus.

25. The Licensee shall not make any addition or alteration to the building of the said shop/premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Home Department in this behalf.

Quality, hygiene & cleanliness

26. The Licensee shall maintain the quality in preparation of articles, constant supply of cold drinking water & availability of fresh items. There shall be no compromise in regard to the quality of items to be sold in the Cafeteria.

27. The Licensee shall maintain full hygienic conditions in the Cafeteria/canteen, in storage, preparation and servicing of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the Cafeteria/canteen. The Licensee shall also have to make his own arrangements for safe storage of materials including the food items.

28. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.

29. The Licensee will make arrangements for cleanliness of the cafeteria and its surroundings to the satisfaction of the Home Department. The Licensee shall also be responsible for safe and hygienic disposal of the cafeteria waste. Garbage and waste disposal should be done as per the Gangtok Municipal Corporation norms. Pest/rodent control should be done regularly every six months.

30. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the cafeteria/canteen.

31. Usage of Styrofoam cups and plastic bags is prohibited and the same shall not be used any under circumstances, whatsoever. Instead use of Paper bags/plates/cups/etc. is encouraged. Cloth bags may be made available for users (at nominal charges).

Fuel for Cooking

32. The Licensee shall use only LPG cylinders or Induction stove/heaters for cooking and no other fuel. Accordingly, the Licensee shall ensure obtaining commercial LPG connection.

Deployment of Workmen

33. The Licensee shall employ in running the cafeteria only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well behaved and rules compliant.

34. The Licensee shall neither employ any child labour nor any worker who is below 18 years of age.

35. All the workers shall invariably carry their ID Cards (to be provided by the Licensee at its own costs) and shall be produced to the security personnel and other Home Department authorities, whenever asked for.

36. The bearers for servicing in Cafeteria will have to be provided uniforms by the Licensee during the working hours at its own cost and they will be unfailingly required to wear in neat and tidy manner the uniforms during working hours.

37. The Licensee shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.

38. The Licensee shall be bound to remove any such worker and disallow him/her from entering into the Secretariat premises whom the Home Department does not deem appropriate to continue within the premises for administrative or any other reasons.

39. The Licensee shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them.

40. The Licensee shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labour law being in force at the time besides other statutory liabilities.

41. The Licensee shall further be liable to make good the loss to the property of the Home Department, if any that may be caused on account of any non responsible action on the part of its workers, whether deliberate or otherwise.

Compliance of Statutory Obligations and Other Provisions

42. It is understood that a number of enactments and laws would apply to the Licensee, which are supposed to be complied by the Licensee in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.

43. The Licensee shall ensure that no tobacco product is sold at the cafeteria/canteen.

44. The Licensee shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the Home Department that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc.

45. The Licensee shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Secretariat premises.

Security Deposit

46. The Licensee shall have to furnish security deposit equivalent to three month's licence fee that has been bid and accepted through FDR of any nationalised Bank drawn in favour of "The Sr. Accounts Officer, Home Department" payable at Gangtok, and which should be valid for minimum six months after the completion of the contract duration.

47. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any shortfall is caused to the security deposit money, the Licensee shall be liable to make good such short fall within fifteen days of the receipt of notice in this behalf, through another FDR deposit as aforesaid.

48. In case of, in which under no clause(s) of this contract, the Licensee shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Secretary, Home Department shall have the power to adopt the following course as may be deemed by him best suited to the Home Department. To rescind the contract (of which decision, notice in writing to the Licensee by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the Licensee shall stand forfeited and be absolutely at the disposal of the Home Department. Besides, for the recovery of any amount in excess of the security money, the Home Department shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.

49. If the Licensee breaches any terms and conditions of the agreement which is deemed to be serious by the Home Department, its security deposit may be forfeited either in part or in full as the Home Department may deem appropriate, at its discretion.

Complaint Mechanism

50. The Licensee shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Home Department. Such penalty or fines shall be imposed through the Secretary, Home Department according to the nature of the complaints. The first penalty in such case would be to the tune of Rs. 1,000/-, Rs. 2,000/-, the second time and Rs.5,000/-, the third time.

51. However if the complaints of identical nature still persist, the Home Department would be at liberty to terminate the contract forthwith without giving any more notices.

Termination of contract

52. Either party may terminate the contract by giving 60 days notice to the other party without assigning any reasons, whatsoever.

53. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.

54. In case, the contract is terminated or it comes to an end by efflux of time, the Licensee shall handover the vacant possession of the licensed premises within 07 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contract to pay a penal rent to the Home Department at such rate as the Home Department may deem appropriate at its absolute discretion. The penal rent under no circumstances shall be subject to question and it is the specific term of this contract.

55. The Home Department shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the Licensee and the same shall not be subject to challenge. All the goods belonging to the Licensee in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Home Department. The Home Department may, if it so desires, proceed against the Licensee in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non handing over its possession to the Home Department as aforesaid.

Jurisdiction

56. All matters and disputes under this contract shall be subject to the jurisdiction of Courts at Gangtok, East Sikkim only.

Signature of the Tenderer: _____

Full name of the Tenderer: _____

Name of the Firm: _____

Address: _____

Mobile No. _____

Seal

ANNEXURE-1

**TENDER FOR RUNNING THE CAFETERIA AT TASHILING SECRETARIAT
ANNEXE BUILDING**

1. Name of the Tenderer/Firm _____
 2. Father's Name _____
 3. Address _____
 4. Phone No. /Mobile No. _____
 5. Details of EMD
 - a. Amount : Rs. _____/-
 - b. TDR No. : _____
 - c. Dated : _____
 - d. Bank & Branch : _____
 6. GST NO _____
 7. PAN No. _____
 8. Experience, if any (in years) _____
 9. FINANCIAL BID
 - a. Minimum Reserved Licence Fee: Rs. 41,855/- (Rupees Forty one thousand eight hundred and fifty five) only per month
 - b. Bid/Offer of Licence fee per month(in figures and words): _____
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Declaration:

I hereby undertake –

1. That I shall bear all the expenses if there is any damage to the said premises.
2. That I shall vacate the Cafeteria premises and handover it to the Home Department whenever a notice is served.
3. That I bind myself to the terms and conditions of this tender document.

Signature of the Tenderer

Date:

Seal

Recent
photograph
of tenderer