

TERMS OF REFERENCE

SUBJECT: TENDER FOR THE OPERATION OF CANTEEN OF THE DENDROBIUM BLOCK OF THE FOREST SECRETARIAT TO INTERESTED BIDDERS:

Date of opening of the bids – immediate next working day provided minimum (3 nos) of bids are received.

Cost of Tender form – Rs. 200/- per bid

Offset Price – Rs. 3147.00 per month (Rs. 37766.00 per year)

The Department of Forests & Environment calls for interested bidders to run a canteen in the Dendrobium Block of the Forest Secretariat at Deorali, Gangtok Sikkim.

The bids should be properly sealed and should be submitted in the format as provided in the **Annexure “A”- FORMAT FOR BIDDING** and in conformity to the terms and conditions so specified. The F&ED reserves the right to cancel the tender without assigning any reason thereof and the decision of the F&ED will be final and binding. The cost of tender form is non-refundable.

The contract will be for a period of two years and the bidders are required to deposit 100% of the annual contract price for the canteen space before the work order for the same is communicated to the successful bidder. And the following year by the 1st week of April the successful bidder is required to submit the contract price for the new financial year by the 1st week of April of the following year failing which the contract shall be terminated and the bidder will be required to vacate the premises.

I. Minimum eligibility criteria:

a. Experience certificate and others: (20 marks)

- Experience Certificate of the bidder from authentic sources running such a venture/business for a continuous period of minimum 3 years.

b. Kitchen Team: (10 marks)

Team of 1 cook, 2 waiters, 1 helper each with background details and medical certificate from STNM hospital.

c. Financial bid (20 marks)

II. Mandatory Criteria –

All bidders should be in possession of the relevant valid trade license prescribed by competent authority. Bidders who do not have the prescribed Trade License will be summarily rejected.

III. Mandatory undertaking by all bidders:

The bidder will have to give an undertaking that –

- The bidder has in possession adequate and quality cooking ware/utensils and that the crockeries that the food will be

served in shall be done so in proper porcelain cups and plates.

- The bidder will comply to the terms and conditions as set by F&ED from time to time.
- The successful bidder whosoever shall agree to the price set by the undersigned for the rates of the meal/beverages etc including a standard menu for the officers of F&ED.
- The bidders have read and understood the conditions of minimum eligibility and the terms and conditions as presented in the deed of agreement.
- Incase of successful securing of the contract to run the canteen the successful bidder shall within 10 days (bank working days) of receiving the communication of the successful bidding shall deposit the contract price towards the Government revenue. Incase of failure to deposit the amount so specified within 10 days the bid shall be deemed automatically cancelled.
- The successful bidder shall not sell bottled water and make use of the RO water purifier so provided in every floor.
- The deed of agreement will be valid for a period of 2 (two) years from the date of signing of the agreement.
- The Department has the rights to terminate the lease period any time if found unsatisfactory after giving a months notice.
- The successful bidder shall operate, maintain, market and manage the Canteen facility. The premises along with the furniture, fixtures, etc, which are provided at the time of agreement shall be handed over to F&ED in substantially the same condition in which the property was received by successful bidder at the end of the Agreement Period or upon the premature termination of this Agreement for any reason.
- The successful bidder shall not sub-let the property to any other persons, part, organization or association for managing the canteen.
- The successful bidder shall use the premises for the sole purpose of conducting business as a restaurant/cafeteria only. Any other purpose shall require the departmental consent. Utilization of the canteen premises for any unauthorized purpose would render the successful bidder ineligible ad his/her contract will be summarily terminated by the Department.
- They have full possession of the above mentioned premises from the first day of the lease and shall extend the right of occupation to employees who will work in the leased unit. The antecedents of the employees to be engaged should be properly verified by the second party.
- They shall not sell any other illicit substance such as tobacco, cigarettes, zarda etc in the canteen premises.
- The canteen shall be operated and maintained in such a manner that it does not pose any health hazards. Proper safety measures are to be taken including installation of Fire extinguishers.

- The Second Party will be responsible to maintain consistent hours of operation from 9 am to 5 pm and will be supporting the department in meeting the requirement wherever possible in shortest possible time.
- They shall be responsible for cleaning and proper waste disposal and for maintenance and repairs whenever required.
- They shall not entertain any guest other than the forest officials and the visitors of the department.
- The successful bidder shall perform and fulfill all other obligations of the Department in accordance with the provisions of this Terms of Reference and the provisions provided for in the agreement and matters incidental thereto or necessary for the performance of any or all the obligation of the Department under the Agreement.
- They shall be responsible for obtaining all the clearances as may be required for the project and to keep them up-to-date.

IV. Tender Cost:

Cost of the tender Rs.200 per bid in form of Bank Receipt or Challan (whichever applicable) payable to the Central Bank of India Bank Account no **3078735740** of Sikkim Biodiversity Conservation & Forest Management Project, Department of Forests & Environment.

V. Terms and Conditions of Deed of Agreement (To be signed with the successful bidder):

(Second party refers to the successful bidder, First party is Department of Forests & Environment)

1. The deed of agreement will be valid for a period of 2 (two) years from the date of signing of the agreement.
2. The Second Party should have a valid trade license issued by Government of Sikkim.
3. The Department has the rights to terminate the lease period any time if found unsatisfactory through a month notice.
4. The Second Party shall operate, maintain, market and manage the Canteen facility. The premises along with the furniture, fixtures, etc, which are provided at the time of agreement shall be handed over to F&ED in substantially the same condition in which the property was received by Second Party at the end of the Agreement Period or upon the premature termination of this Agreement for any reason.
5. The Second Party shall not sub-let the property to any other persons, part, organization or association for managing the canteen.
6. The Second Party shall use the premises for the sole purpose of conducting business as a restaurant/cafeteria only. Any other purpose shall require the departmental consent.

7. The Second Party shall have full possession of the above mentioned premises from the first day of the lease and shall extend the right of occupation to employees who will work in the leased unit. The antecedents of the employees to be engaged should be properly verified by the second party.
8. The Second Party shall not sell any other illicit such as tobacco, cigarettes, zarda etc in the canteen premises.
9. The canteen shall be operated and maintained in such a manner that it does not pose any health hazards. Proper safety measures are to be taken including installation of Fire extinguishers & water purifiers.
10. Menu with pricing be fixed in consultation with the concerned team of forest officials who will be nominated by the Department. In case the Second Party wants to increase the rate the Department should be consulted.
11. The Second Party will be responsible to maintain consistent hours of operation from 9 am to 5 pm and will be supporting the department in meeting the requirement wherever possible in shortest possible time.
12. The Canteen will deal in good faith with regard to changes in products, pricing and services.
13. The Second Party shall be responsible for cleaning and proper waste disposal.
14. The Second Party shall be responsible for maintenance and repairs whenever required.
15. The Second Party shall not entertain any guest other than the forest officials and the visitors of the department.
16. The Second Party shall maintain the minimum kitchen staffs as required.
 - a. Two cooks
 - b. Two helpers
 - c. Three waiters/waitresses
17. All the waiters/waitresses should be in a proper dress code.
18. The Second Party shall perform and fulfill all other obligations of the Department in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all the obligation of the Department under this Agreement.
19. The Second Party shall be responsible for obtaining all the clearances as may be required for the project and to keep them up-to-date.
20. If any of the parties violates/breaches the terms and conditions of this Deed of Agreement, the parties reserves their right to file a suit against each other in the competent court of law. The jurisdiction of the same shall be in Gangtok, East Sikkim.