

**Government of Jammu & Kashmir**  
**DIRECTORATE OF FLORICULTURE (G&P) KASHMIR**  
 Tel-0194-2474234 Fax -2482032 – email: - [kashflori@rediffmail.com](mailto:kashflori@rediffmail.com)

**e- Tender Notice No.35 of 2024**

**Dated:- 24 /10/2024**

For and on behalf of the Lt. Governor, Union Territory, J&K, bids are invited (**In double cover system**) from the interested bidders/Registered Contractors/Firms with J&K State/Central Govt., CPWD for the following work:-

S.No.	Name of Work/Contract	Reserve Bid (In Rs.)	Earnest Money Deposit (EMD) @ 10%(in Rs.)	Cost of Tender Documents (In Rs.)	Validity of Contract
1	2	3	4	5	6
01.	Outsourcing of Fast Food Point at vacant space as is where basis at Pratap Park Srinagar near water body	4,59,800/-	45,980/-	500/-	One (1) year from the date of award of contract

The bidding document(s) consisting of qualifying information, eligibility criteria, BOQ (Bill of quantity) terms and conditions and other details can be seen/downloaded through the Departmental website [www.dofkashmir.com/www.jktenders.gov.in](http://www.dofkashmir.com/www.jktenders.gov.in) as per schedule of date given below:-

1.	Period of downloading of bidding document	24 .10.2024 from 03:00 PM to 13 .11.2024 up to 04:00 PM
2.	Bid submission Start Date	24 .10.2024 from 03:30 PM
3.	Bid submission End date	13 .11.2024 up to 04:00 PM
4.	Date and time of Opening of Tenders (Online)	16 .11.2024 at 02:00 PM

**Terms and conditions: -**

**01. The bidders have to upload all the following documents:**

- Govt. Registration/Semi-Govt. Registration/SME's etc.
- Pan Card.
- Aadhaar Card.
- GST Registration.
- Latest GST Return (Form GSTR-3B) for the F.Y. 2024-25.
- Income Tax Return for 03 years i.e. Assessment Year (2022-23, 2023-24 and 2024-25).
- Earnest Money Deposit Amount of **Rs.45,980.00**
- Copy of e-challan for **Rs.500.00**
- Bidder Certificate as per (Annexure A)

**02.** Bids must be accompanied with cost of tender document in shape of **e-challan (copy of receipt from Treasury)** pledged to Accounts Officer, Department of Floriculture Kashmir (Tender inviting authority) indicating name of job/work by crediting the requisite charges to the MH-0406-Receipt of Forestry & Wild life, Misc. Revenue (Public Gardens). The e-challan should have been made from the bid submission start date and bid submission end date.

*(Handwritten signature and date 23/10)*

**Note: -**

***For outside bidders from UT of J&K where the e-challan is not possible in absence of Govt. Treasury, the cost of Tender documents shall be remitted directly in the CD A/c of Accounts Officer, Directorate of Floriculture Kashmir operating at JK Bank, Residency Road Srinagar under No.0005010100005246. The remittance should be made between bid submission start date and bid submission end date. Besides the bidder should upload application on their letter head name of work/job for which Cost of Tender document fee has been remitted on dated\_\_\_\_\_.***

03. The Successful bidder has to deposit below mentioned amount:
  - a) Bid amount in single installment.
  - b) Taxes collected at source.
    - i) Income tax @2% of the bid amount.
    - ii) GST @18% of the bid amount.
04. EMD money @ 10% shall be adjusted towards the bid amount on the request of successful bidder.
05. Successful bidder shall have to deposit security performance @ 2% of the approved bid amount before the contract is awarded.
06. The security deposit @ 2% of the approved bid amount shall be released only after the expiry of the validity period of the contract subject to No Objection Certificate is received from the concerned Floriculture Officer.
07. The successful bidder shall have to deposit Approved bid amount plus admissible taxes (i.e., Income tax as per norms and GST @ 18%) within prescribed time limit.
08. In case the successful bidder fails to deposit Approved bid amount plus admissible taxes within the prescribed time limit, the EMD money @ 10% will be forfeited to the Govt. chest and the second highest bidder shall be called for deposition of Approved bid amount plus admissible taxes of the successful bidder on the risk and responsibility of the first highest bidder.
09. No Excuse regarding the withdrawal of tender after bid end submission date will be entertained.
10. The successful bidder shall has to execute an agreement with the Department as per prescribed format before awarding of contract.
11. Conditional Tender shall not be accepted/entertained.
12. The food point shall have to remain open from 8.00 AM to 12.00 AM on all days during the period of contract.
13. Conditional Tender shall not be accepted/entertained.
14. Bidders may visit the identified site before offering the bids to determine condition. No excuse/objection of whatsoever nature after accepting the bid will be entertained.
15. Only permissible fast food items (to be decided by the Department) will be allowed for the sale. Objectionable items like liquor, Psychotropic substances in any form, Cigarettes, arms, weapons, non-biodegradable items, Pan Masala etc. will not be allowed for sale. Any complaint/violation will attract termination of contract at the cost and risk of the bidder/firm, besides forfeiture of CDR/FDR.



16. The licensee shall use the existing space for providing limited range of Food Products for sale to visitors at reasonable rates which have to be displayed clearly.
17. The licensee shall keep the space always in neat & clean condition & will not use any polythene products/other kinds of package material prohibited under rules.
18. The licensee shall not transfer/sublet or assign its interests and privileges/rights to any other person or agency.
19. The contract awarded can neither be transferred nor sub-let and in case of violation, the contract shall be liable for termination at the cost and risk of the bidder.
20. If any damage other than on account of normal wear and tear is observed at the time of handing over the premises, the cost of the damage shall be recovered from the licensee.
21. The licensee shall be responsible for implementation of various laws applicable to the commercial establishment. All necessary permissions required to carry out the business need to be obtained by licensee him/herself before start of the business.
22. The licensee will use only State of the art equipment for warming/cooling of the ready to eat take away food stuff, beverages like coffee/ tea and soft drinks and ice cream, fruit juice and shakes, biscuits, wafers etc.
23. The Department shall have an absolute right to terminate, suspend or revoke the outsourced space allotment with prior notice of 02 months in the event licensee fails to operate the space satisfactorily.
24. The licensee shall display the name and logo of Department of Floriculture (licenser) in his/her signage conspicuously in such manner as may be mutually agreed by Department and the licensee.
25. The licensee shall indemnify the Department (licenser) against any loss or damage that may occur during the period of 01 year, (the actual period of allotment). The licensee shall have to bear all the expenses/costs for running the said premises, including Labour, rent, sales tax, electricity charges, and gas, fuel, and telephone charges etc. as per rules. Payment of all these items shall have to be routed only through Department of Floriculture, (licenser) Kashmir.
26. The successful bidder shall have to engage duly certified staff and shall be responsible for cleanliness in the 25 Meter vicinity of allotment space during the entire period of contract. There should not be any complaint regarding misbehavior of the staff with the visitors/tourists. Any complaint/violation will attract termination of contract at the cost and risk of the contractor, besides forfeiture of CDR/FDR.
27. During the period of contract successful tenderer shall have to maintain the space in all respects, at his/her expenses.
28. The successful bidder and his/her staff shall have to keep close liaison and co-operate with officers/staff of the Department of Floriculture, during the period of contract. Any complaint/violation will attract termination of contract at the cost and risk of the contractor, besides forfeiture of CDR/FDR.





29. The contract may be terminated before the date of expiry of contract period, in case the space is utilized/required for Public purposes. In that eventuality, proportionate amount will be refunded to the licensee.
30. Bids of the tenderers who are defaulters with the Department/Government shall not be accepted.
31. Successful bidder/Company/Agency has to ensure that the approved bid amount be deposited to official account of the Department from the Personal/Company/Agency's account.
32. Successful bidder has to enter into formal agreement with the department on non-judicial paper for acceptance of the relevant terms & conditions of tender and contract order.
33. Items like liquor, cigarettes, etc should not be sold at any cost.
34. The developmental works shall be carried out as per routine.
35. The Department shall not be responsible for any monetary loss suffered by the bidder due to declaration of strikes/curfew/VVIP/VIP movements/ developmental works or any other un- foreseen reasons whatsoever.
36. ***Bids below the Reserve Bid shall not be entertained and CDR's of such bidders will be forfeited and remitted into treasury.***
37. Bid accepting committee reserves the right to accept or reject any tender without assigning any reason thereof.
38. **In case the bidder to be declared non responsive by the DLPC, the department shall not be liable to justify the reasons of non-responsive to the bidder in writing.**
39. All other terms & conditions laid down in GFR-2017 shall be equally applicable.
40. In case of dispute, if any, arising during the currency of contract, the decision of the Divisional Level Purchase Committee of Directorate of Floriculture Kashmir framed vide Govt. Order No.12-JK (Flori) of 2022 Dated. 18.10.2022 shall be final and binding.
41. Any dispute arising out of or in connection with this contract including any question regarding the existence, validity or termination shall be referred to and finally resolved by arbitration in accordance with Jammu and Kashmir international Arbitration Centre (Arbitration Proceedings). Rules for the time being in force (JKIAC Rules) which rules are deemed to be incorporated by reference in this clause.
42. The seat of the arbitration shall be Srinagar where the parties wish to seat the arbitration.
43. The arbitration tribunal shall consist of three number of arbitrators, one to be appointed/nominated by each party and those 02 appointed arbitrators shall choose another arbitrator for conducting arbitration proceedings under the Jammu & Kashmir International arbitration centre (arbitration proceedings) rules.
44. Language of the arbitration shall be English in which the parties intend to conduct the arbitral proceedings.



45. The law governing the contract shall be Union Territory Law, the law of which the parties intend to apply.
46. The competent courts of Union Territory of Jammu and Kashmir shall have exclusive jurisdiction over any dispute arising between the parties.

By Order

  
Accounts Officer,  
(Member Secretary)  
Floriculture Department,  
Kashmir.

  
23/10  
23/10/24  
No:-DFK/GS-e-NIT-35/2021-24

Dated. 24.10.2024

Copy to the:

1. Floriculture Officer, Srinagar, Department of Floriculture Kashmir.
2. Accounts Officer, Floriculture Department, Kashmir.
3. Pvt. Secretary to Commissioner/Secretary to Govt. Floriculture, Gardens Parks Civil Secretariat Srinagar/Jammu for information of Commissioner/Secretary.
4. Personal Section, Directorate of Floriculture Kashmir with the directions to upload the said e-NIT on the Departmental website.



**ANNEXURE-A**  
**(Bidder Certificate)**

**e-Tender Notice No.35 of 2024 Dated. 24 .10.2024 for**  
**(Outsourcing of Fast Food Point at vacant space as is**  
**where basis at Pratap Park, Srinagar near water body).**

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certify that in case of failure, Department of Floriculture Kashmir reserves the right to issue allotment order to any other successful bidder. Besides, punitive action deemed proper by the authority indicating forfeiture of Security deposit/debarring of agency etc.

Seal & Signature of the bidder

\_\_\_\_\_

Name:- \_\_\_\_\_

S/o :- \_\_\_\_\_

Permanent Address:- \_\_\_\_\_

Present Address:- \_\_\_\_\_

Phone No: \_\_\_\_\_

Mobile No: \_\_\_\_\_

e-Mail ID: \_\_\_\_\_

Bank Name:- \_\_\_\_\_

e-Mail ID of Bank Branch:-

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