STAFF WELFARE SOCIETY

OFFICE OF THE DISTRICT & SESSIONS JUDGE, KAMRUP (METRO), GUWAHATI

"NOTICE INVITING TENDER"

For Renting out space for "Running of Canteen" at the premises of the Office of The District and Sessions Judge, Kamrup (Metro), Guwahati

The undersigned on behalf of the *Staff welfare society* of the Office of The District And Sessions Judge, Kamrup (Metro) invites Sealed Tender affixing Court fee stamps of Rs. 8.25 (non-refundable) from eligible interested bidders/ parties, for entering into a contract of tenancy/ rent for running of canteen on monthly rental basis, at the space provided in the premises of the District And Sessions Judge, Kamrup (Metro), Guwahati

Tenders shall be submitted in accordance with the (Annexure 1) General Terms & Conditions of Contract, etc, as detailed in the Tender Document

The Quotation should reach the Office of the undersigned on or before **20.05.2025.**

Interested firms/ vendors/ agencies may contact the office undersigned during office hours, for any other clarifications and details.

Interested bidders may also visit **http://kamrupmetro.dcourts.gov.in**, for downloading the copy of the tender and, terms and conditions governing the selection process.

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Annexures: *1. General Terms & Conditions governing the quotation.*
2. Format for Financial /Price Bid

Memo No.DJK/ Esstt./ 5478-83 **/E, dated** 06/05/2025

Copy forwarded for information and necessary actions to :-

1. Court Manager, District Judiciary, Kamrup (Metro);
2. Chief Administrative Officer, O/O The District And Sessions Judge, Kamrup (Metro);
3. Head Administrative Officer, O/O The District And Sessions Judge, Kamrup (Metro);
4. The Directorate of Information & Public Relation, Dispur, Gurvahati-6 (Janasanyog) Govt. of Assam, Guwahati with a request to publish the "Notice Inviting Tender" in two leading newspapers.
5. System Officer, Kamrup (Metro), He is directed to upload the "**Notice Inviting Tender**" in the Official website of the Kamrup (Metro) District Judiciary.
6. All the Notice Boards of this Establishment.

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General Terms & Conditions :-

1) The space for canteen will be allotted on "as is where is" condition with electrical power points, water supply and drainage pipeline connection. Any interior upgradation/ improvement work will be done by the successful tenderer/ bidder at his own cost.
However, no alteration modification to the physical infrastructure of the canteen premises shall be carried out by the successful bidder, without prior permission of the Staff Welfare Society of the establishment of the District And Sessions Judge, Kamrup (Metro).

2) A single Quotation duly Signed by the owner/ authorized representative and stamped with the official seal of the firm/ vendor, name address, contact details etc. of the firm/ agency, must be submitted in a sealed envelope superscribed as **"Notice Inviting Tender for running of Canteen Services at District And Sessions Judge Campus"** within the stipulated time, and accompany with it, the following documents :-
   a) Company/ Firm/ Sole Proprietorship Registration certificate,
   b) Trade License,
   c) PAN Card,
   d) GST registration certificate (mandatory), GST return/ clearance document.
   e) License for Food Business operator issued by the *Food Safety and Standards Authority of India.* (preferable).
   f) Certificate/undertaking that the firm has not been blacklisted/debarred by any Govt. Department. (on Non-Judicial Stamp Paper)
   g) Documents showing prior experience of running canteen at any govt. office or institution, Public sector Undertaking etc.

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3) The Canteen of the premises of the establishment of the District And Sessions Judge, Kamrup, (Metro), shall be taken up by the selected/ successful bidder on rental basis. The tenderers are required to quote the monthly rent offered by them in a single bid, both in figure and in words. Bidders/ parties are required to furnish the rent offered by them for running the canteen as *Space Utilization Charges* including all taxes etc., preferably in the prescribed format.

4) Bidders/ Tenderers are advised to acquaint themselves fully with the location of the space and examine the site, its facilities, infrastructure and surroundings and satisfy themselves about the wroking area offered for running of the canteen, before submitting

their bids/ tenders. An agency/ vendor shall be deemed to have full knowledge of the site, whether they inspect it or not, and, no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by an agency/ vendor implies that, it has read this notice and all other conditions governing the selection process, and, has made itself aware of the scope and specifications of the premises on offer for running of the canteen.

5) The bidder offering highest monthly rent for utilizing space for the Canteen shall be called for negotiations with the elected members of the *Staff Welfare Society*, for entering into an agreement of tenancy, as per mutually agreed terms and conditions. The vendor/ bidder quoting the Highest Monthly rent from amongst the participating bidders for running canteen services shall be considered as **H-1** for this bid and will be eligible for further negotiaitions with the "Staff Welfare Scoiety" for entering into an agreement of tenancy, provided the bidder has submitted all the relevant documents and fulfills the eligibility criteria to the satisfaction of the office administration. If the bidder with the highset offer of rent does not meet the eligibility criteria, or fails to or refuses to enter into an agreement of tenancy on mutually agreed terms and conditions with the Staff welfare society within the prescribed time, the next highest bidder shall so on and so forth be called for negotiations, till a contract of tenancy is entered into with any one of bidders. The undersigned reserves the right ot call for negotiaitions, more than one bidder or all of the partciapting bidders, for facilitating better assessment and evaluation of the bids submitted so as to ensure selection of the most appropriate and suitable bidder.



6) The Undersigned is however not bound to accept the tender/ bid quoting the highest rent, and reserves the right to accept any quotation, or reject any, or all quotations, at any time, without assigning any reason thereof. The highest offering of rent may not be the sole criteria for assessment/ selection of the successful bidder, and, other factors which appear to be favourable for the establishment of the undersigned, such as prior experience, reputation, items proposed to be offered etc. of the quotationers shall be taken into careful consideration, before arriving at a final decision.

7) If the rent quoted by the prospective bidders/ vendors is less than the rent currently received by the staff welfare society, from the present occupier/ holder of the premises, the undersigned on behalf of the Staff Welfare society reserves the right to call for fresh tenders.

8) Quotations deemed to be incomplete by the undersigned in any respect, and those submitted after the stipulated time will summarily be rejected. Conditional Tenders are liable to be rejected.

9) EXECUTION OF AGREEMENT :-
The tenderer/ vendor whose tender is accepted, shall be required to execute an agreement in writing on non-judicial stamp paper of ₹ 100/- for taking on rent the premises for the running of the canteen, incorporating the conditions mentioned in the tender document and conditions if any subsequently agreed/ modified during negotiations, within 15 days from date of resolution adopted by the memeber of the *Staff Welfare Society.*

10) After receiving the Letter of Acceptance (LoA) and before entering into the Contract/ Agreement of tenancy, the successful bidder has to furnish an amount equal to 2 (Two) months rent quoted by the bidder, as interest free refundable *Performance Security Deposit* to the Staff Weldare Society, which will be refunded on expiry of the contract/ agreement. However in case of termination of agreement by the vendor/ tenant without notice and discontinuation/ suspension of service without any prior notice, the security rent furnished by the vendor/ contractor is liable to be adjusted against any unpaid rent or losses incurred by the staff welfare society for sudden and abrupt suspension of services by the selected bidder.



11) **Period of Contract/ Agreement** : - The contract/ agreement will be initially for a period of two years from the date of the agreement, which may be extended for another year on mutual consent, based on satisfactory performance.

12) Preference shall be given to the bidder who have successfully performed in running canteen services OR Catering services OR Restaurant for at least One Year in any organization.

13) Timings:- Canteen will operate from 10:00 A. M. to 6.00 P.M. on all working days, and, shall remain closed on Holidays. These timings may be changed based on requirement of Stakeholders.

14) The successful bidder shall be liable to provide tea, coffee, snacks, light refreshment, cold drinks, fruit juice, breakfast and lunch items, etc. of good quality and at reasonable

prices on all days. The contractor shall maintain the quality of preparation of food, fresh availability of food items, drinking water & other beverages as per standard food safety guidelines. The members of the staff welfare society will have right to assess the quality, price and reasonability of items, If it is found that raw materials and rations used for preparation of food items are of inferior quality, the contract would be terminated immediately without any notice, and the vendor would be blacklisted.

15) In addition to all the essential breakfast and lunch items, the selected vendor/ bidder may supply all those food items/ eatables for which demand exists. The successful Bidder/lessee shall ensure that the customers are charged reasonable and affordable rates for all the food items. The elected members of the staff welfare society may verify the price of the food items from time to time. If the prices of any of the food items offered are found to be fixed on the higher side, the staff welfare society reserves the right to ask the vendor to revise the rates.

16) The vendor must be able to supply / serve Breakfast, Lunch, and Snacks to the various offices and courts within the establishment, as per requirement and supply order placed from such offices. The firm should be able to execute food preparation orders in large quantities during official functions, including hosting of High Tea, Executive Lunch / Dinner of Judicial Officers on special occasions, and, the vendor will accordingly engage sufficient bearers/ manpower to serve in such occasions.

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17) The vendor/ biider must submit **GST invoices** on all occassions in respect of all bills generated for making and providing food items as per supply orders placed by the establishment of the District And Sessions Judge, Kamrup (Metro) to the canteen, and, all such bills raised against supply orders received and completed in a particular month, must be submitted by 7th of every next month for payment.

18) The food served by the canteen has to be prepared in absolutely clean, hygienic and safe conditions by strictly adhering to sanitary methods of food preparation by the workers/ employees of the canteen. The food shall be cooked and served in clean utensils and, no laxity shall be permitted in this regard. The kitchen, dining-hall, dish-washing area are to be maintained in very clean and hygienic manner. The contractor will ensure that the cooks employed are well groomed, and, maintain high standards of hygiene and sanitation while cooking food, and, should have access to proper cooking uniform and gear. The members of the Staff Welfare Society shall make regular

inspections of all these facilities in this regard, and, any breach of this condition will lead to termination of agreement with the vendor/ bidder by giving prior notice to the vendor.

19) The responsibility of maintaining the cleanliness and hygiene of the Canteen premises will be of the successful vendor/ bidder. The vendor shall be solely responsible for housekeeping & maintenance of the working area allotted to him. In case of unsatisfactory maintenance, the Staff Welfare Society has the right to impose a fine and, the contract may be cancelled by giving a week's notice to vacate the premises. The disposal of used materials, waste management will be the responsibility of the selected bidder, who shall bear the same at his / her own cost. The society will not bear any amount, and, in case maintenance of the premises is not to the satisfaction of the staff welfare society, the contract will be terminated after giving due notice to the vendor and the expenses for maintenance and cleaning recovered from their *Performance Security Deposit.*

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20) The successful bidder shall arrange utensils, cutlery and crockery, cooking gas and other kitchen equipment/ items required to run the canteen at his/ her own cost.

21) The use & sale of alcoholic drinks/intoxicants and tobacco in any form and smoking shall be strictly prohibited.

22) The successful bidder/ vendor shall take necessary precautions while running day to day operations and adequate safety measures should be in place to prevent fire hazard. The members of the Staff welfare committee shall have authority to inspect the leased space at any time without giving any notice to the contractor.

23) **TERMINATION OF CONTRACT:** The contract/ agreement shall stand terminated in the following cases :-

(a) On expiry of the contract period, if not extended further.

(b) In case of unsatisfactory performance or for any other reason which will be duly notified to the vendor/ contractor , the contract can be terminated at any time during the tenure of the contract, at the sole discretion of the members of the staff welfare society by giving one month's notice to the contractor/ vendor.

(c) In the event of breach of Terms and conditions of the Rental/ lease Agreement entered into between the staff welfare society and the selected bidder/ vendor, the agreement/ contract is liable to be terminated by giving prior notice to the vendor.

(d) In case the selected bidder/ vendor/ contractor defaults in payment of rent/ license fee for three months consecutively or three times in calendar year, the agreement/ contract is liable to be terminated by giving prior notice to the vendor, and the PSD (Performance Security Deposit) will be forfeited and adjusted against the unpiad rent.

(e) The contract shall stand terminated in the event of filing any legal petition against the undersigned by the Contractor/ vendor or any of his employees with regards to labour laws/rules or in case of any agitation/ strike initiated by the vendor's employees.

(f) In case, the Contractor/ vendor wants to discontinue the contract, he will have to give 3 (three) months advance notice to the Staff Welfare Society in writing narrating the reasons for seeking such diconinuation.

(f) If the Contractor/ Vendor suspends the services without any notice to the Staff Welfare Society, the whole amount of Performance Security Deposit shall be forfeited in addition to the loss incurred in making alternate arrangements during the shortfall in the notice period.



24) The successful bidder/ vendor shall deploy manpower as required for cooking and running of the canteen. The vendor shall employ only such persons whom are declared medically fit and whose antecedents have been duly verified. No such employee will be under the age of 18 years. Workers will not be allowed to stay & sleep inside the canteen premises. The bidder/ vendor shall be responsible for the proper conduct and behavior of the employees engaged.

25) The successful bidder/ vendor shall comply with all prevailing labour laws, Municipal laws & statutory requirement as prescribed by Central/ State Government/ local authorities to the satisfaction of the Office. In case on non-adherence to any laws regulations of the statutory bodies, the successful bidder will be fully responsible for the consequences arising out of non- adherence by the successful bidder.

26) No Sub-letting of the space shall be allowed by the successful bidder/ vendor for running of the Canteen. The agreement will be non transferable and hence the firm shall not be entitled to assign or sublet the work or any part of it to any other person or party. If it is found that the vendor had resotred to subletting of any nature, the contract will be cancelled/ terminated immediately.

27) The successful bidder/ vendor shall pay all applicable Taxes levied by the Central Government, State Government and Local Authorities from time to time. The Institute is not liable for the imposition of any penalties by statutory bodies against non-payment of these taxes or default therein. Default in this regard may cause termination of contract/ agreement and the party/ vendor shall be liable to vacate the premises.

28) The eligibility conditions can be relaxed to the deserving and otherwise competent parties at the discretion of the members of the Staff Welfare Society.

29) The tentative date of opening of Quotations submitted by intending suppliers has been fixed on **22.05.2025**, after the conclusion of the stipulated tendering period. However, the same is subject to change, in the event of the arising of unforeseen exigencies and urgent official work in the office of the undersigned. The tenderers / quotationers may correspond with the office of the undersigned regarding the exact date of opening of bids submitted, and the final decision arrived at regarding selection of the successful bidder.

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30) The decisions of the undersigned, with regard to the conduct of the process for selection of the successful tenderer/supplier, and any questions that may arise out of, or in connection with the said process subsequently, shall be final and binding in all respects.

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