

OFFICE OF THE DISTRICT JUDGE, NABARANGPUR.

**NOTICE INVITING TENDER FOR RUNNING CANTEEN INSIDE THE
DISTRICT COURT COMPLEX, NABARANGPUR.**

NOTICE NO. 9640

Date: 05/11/2024

The District Judge, Nabarangpur invites tender in sealed covers from interested tenderers for running a canteen inside the District Court Complex, Nabarangpur for the Staffs, Counsel and Litigants etc.

The sealed cover containing the tender shall be super scribed as "TENDER FOR RUNNING CANTEEN INSIDE THE DISTRICT COURT COMPLEX, NABARANGPUR", Tender Notice No. 9640, Date: 05/11/2024 along with tenderer's Name and Address and shall be submitted in the address of "District Judge, Nabarangpur, PO/District: Nabarangpur, PIN-764059" either personally or through their authorized agents which shall reach before 5:00 PM on 19/11/2024. The tenders will be opened on 20/11/2024 at 4:00 PM by the District Level Building Committee in presence of the tenderers or their authorized representatives.

DOCUMENTS TO BE SUBMITTED IN THE SEALED TENDER

1. Duly filled Form of Tender as per ANNEXURE-1.
2. Demand Draft of ₹500/- (Non-Refundable) towards Tender Cost.
3. Demand Draft of ₹3,000/- (Refundable) towards Earnest Money Deposit.
4. Price Quotation of food items as per Menu at ANNEXURE-2.
5. Copy of PAN Card.
6. Undertaking as at ANNEXURE-3.
7. Document in support of identify (Aadhaar card/Voter's Identity Card/Driving Licence etc.)

Bid not confirming the aforementioned requirements are liable to be rejected.

The authority reserves the rights to accept or reject any part of or all tenders without assigning any reason.


DISTRICT JUDGE,
NABARANGPUR.

**NOTICE INVITING TENDER FOR RUNNING CANTEEN INSIDE
THE DISTRICT COURT COMPLEX, NABARANGPUR.**

Tender Cost:

1. A Non-refundable Tender Cost of ₹500/-(Rupees five hundred only) in shape of Demand Draft in favour of the Registrar, Civil Courts, Nabarangpur Payable at Nabarangpur must be submitted along with the tender.
2. The Organization's name should be mentioned on the reverse side of the Demand Draft.
3. Bids without Tender Cost or inadequate Tender Cost shall be summarily rejected.

Earnest Money Deposit:

A Refundable Earnest Money Deposit (EMD) of ₹3,000/-(Rupees three thousand only) in shape of Demand Draft in favour of the Registrar, Civil Courts, Nabarangpur payable at Nabarangpur must be submitted along with the tender.

Performance Security:

The successful tenderer will be required to pay a Security Deposit of ₹10,000/-(Rupees ten thousand only) in shape of Bank Guarantee/Fixed Deposit Receipt (FDR) before confirmation of the tender. The appropriate authority shall retain the right to encash the Bank Guarantee/FDR in case of any deficiency in service by the successful Tenderer during the contract period.

Evaluation of Tender:

1. The District Level Building Committee in presence of the District Judge, Nabarangpur will open the tender documents in presence of the tenderers/authorised representatives and evaluate and shortlist the same.
2. The tenderers are required to submit necessary supporting documents showing their satisfactory working experience, if any.
3. No enquiry shall be made by the tenderer(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful tenderer. However, the District Judge can make any relevant enquiry / seek clarification from the tenderers.

Terms and Conditions:

1. The successful tenderers shall enter into a licence agreement with the Registrar, Civil Courts, Nabarangpur on behalf of the District Judge, Nabarangpur.
2. The newly constructed Canteen Building consisting of Dining Hall, Storeroom and Kitchen etc. will be provided for running the Canteen at a normal License Fee of ₹1,500/- (Rupees one thousand five hundred) only per month with a condition that if the contract is extended there will be an enhancement of the License Fee from time to time as would be decided by the authority.
3. The electricity charges shall be paid by the successful tenderer @ ₹500/- (Rupees five hundred) only initially and will be revised in future, if necessary.

4. The food items should be of good quality and supplied at the rates and quantity approved by the authority.
5. If the services of the successful Tenderer are not satisfactory, the contract can be cancelled any time.
6. There shall be no increase in the rates on food items on account of any variation in the market prices during the contract period.
7. Good quality raw materials and vegetables shall be used for cooking.
8. The food shall be cooked, stored and served under hygienic conditions.
9. The authorities of District Court shall be at liberty to conduct surprise inspections of the canteen and the food preparation at any time.
10. The canteen premises shall not be sublet or used for any other businesses.
11. The successful tenderer shall arrange furniture, utensils, cutlery and crockery and other equipment/ items required to run the canteen.
12. The successful tenderer shall employ his own staffs and provide them clean uniform.
13. The contractor shall engage suitable manpower for running the canteen. No child labour will be engaged by the contractor in the canteen. The authority shall be at liberty to object and if required ask the contractor to remove from canteen any person engaged by him in running the canteen who in the opinion of the authority is found involved in any act of misconduct or negligence in the proper performance of his duties. In no case, the authority will be responsible for engagement, management or any other obligation to the workmen engaged
14. The canteen shall remain open on all working days from 9:30 AM to 5:30 PM.
15. The price list of food items shall be displayed in a conspicuous place in the canteen.
16. Contract period: The period of contract shall be **Eleven (11) months** from the date of award of the contract and may be further extended by the District Court from time to time if the services of the successful tenderer are found to be satisfactory.
17. Bid documents should be signed by Authorized Signatory of the Organization himself/herself. Interlineations, corrections, erasures and/ or over writing shall be treated as invalid bid.
18. Selection of successful tenderer shall not necessarily and solely depend upon the lowest offered prices rather it will depend upon the price to quality ratio which will be decided by the authority.

This Notice inviting tender shall form a part of the contract document.

Tenderers may visit the proposed Canteen Building during office hours of all working days with prior permission of the Registrar, Civil Courts, Nabarangpur.

Incomplete or conditional offers shall not be entertained.


All disputes related to canteen licence fees, electric bill, management, maintaining hygiene and abiding rules and regulations framed by the authority shall be settled within the jurisdiction of Nabarangpur


DISTRICT JUDGE,
NABARANGPUR.

Memo No. _____/2024

Date: 5th November, 2024

Copy forwarded to the Collector, Nabarangpur /Superintendent of Police, Nabarangpur/D.I.P.R.O., Nabarangpur/District Employment Officer, Nabarangpur for favour of information. They are requested to display the tender call notice in their respective office notice board.



**Registrar,
Civil Courts, Nabarangpur.**

05.11.2024

Memo No. _____/2024

Date: 5th November, 2024

Copy forwarded to the Judge-in-Charge of Process Establishment Section, Nabarangpur, Umerkote, Raigarh, Chandahandi, Jharigaon for favour of information. They are requested to display the tender call notice in the office notice boards.




**Registrar,
Civil Courts, Nabarangpur.**

05.11.2024

Memo No. 9643 /2024

Date: 5th November, 2024

 Copy to System Assistant, Office of District Judge, Nabarangpur for information and necessary action. He is directed to web hoist the tender call notice in the district court official website.


Registrar,

Civil Courts, Nabarangpur.

05.11.2024

**NOTICE INVITING TENDER FOR RUNNING CANTEEN INSIDE THE
DISTRICT COURT COMPLEX, NABARANGPUR.**

**OFFICE OF THE DISTRICT JUDGE,
NABARANGPUR.**

FORM OF TENDER

Recent photograph
of the Tenderer

To,

**The District Judge,
Nabarangpur.**

Sub: Tender for running canteen inside the District Court Complex, Nabarangpur.

Sir,

I am submitting the tender for providing Canteen Service in the District Court Complex, Nabarangpur on Contract basis as per the details given below: -

1	Name and Address of the Tenderer (in block letters)	
2	Status of the Tenderer (Proprietorship, Partnership, Limited)	
3	Registration/ License Number (Attested Photocopy)	
4	PAN Card Number (Attested Photocopy enclosed)	
5	GST Registration Number (Attested Photocopy enclosed)	

Details of Experience in the same Field: -

(Please give details of experience in separate sheet, along with documentary proof thereof)

Sr. No.	Present Contract in Hand	Period	Govt. /Semi Govt. /Private Organization
1.			
2.			

I/We have carefully read understood the terms and conditions are contained in Tender Documents issued by the District Court, Nabarangpur including the following: -

(a) In case the Documents submitted by my/our firm along with the Tender are found inadequate/false/incorrect, the Tender of my/our firm will be liable to be rejected/cancelled without giving any reasons.

(b) The District Court, Nabarangpur will have the right to reject conditional offers without assigning any reason thereto.

Signature of the Tenderer

Name:

Address:

Tel No.:

**NOTICE INVITING TENDER FOR RUNNING CANTEEN INSIDE THE DISTRICT
COURT COMPLEX, NABARANGPUR**

PRICE QUOTATION OF FOOD ITEMS AS PER MENU

SL.NO.	ITEM	QUANTITY	RATE PER QUANTITY
1	ALU CHOP	2 PCS.	
2	BARA	2 PCS.	
3	IDLI	2 PCS.	
4	SINGARA	2 PCS.	
5	VEG CUTLET	2 PCS.	
6	PANEER PAKODA	8 PCS.	
7	MUSHROOM PAKODA	8 PCS.	
8	SAMBAR VADA	2 PCS.	
9	DAHI VADA	2 PCS.	
10	MASALA UPMA	1 PLATE	
11	PLAIN DOSA	1 PC.	
12	MASALA DOSA	1 PC.	
13	ONION MASALA DOSA	1 PC.	
14	RAVA DOSA	1 PC.	
15	ONION DOSA	1 PLATE	
16	ONION UTTAPPAM	1 PC.	
17	TOMATO UTTAPPAM	1 PLATE	
18	PURI WITH CURRY/ GHUGUNI	4 PCS.	
19	VEG CHOWMIN	1/2 PLATE	
20	HALWA	1 PLATE	
21	RAJ BHOG	1 PC.	
22	TEA	1 CUP	
23	SPECIAL TEA	1 CUP	
24	COFFEE	1 CUP	
LUNCH			
25	TAWA ROTI	1 PC.	
26	DALMA	1 PLATE	
THALI			
27	PLAIN THALI (Veg. & Non-Veg.)	RICE, DAL, KHATA, MIXED CURRY OR BHAJA	1 PLATE
		VEG. BIRYANI	1 PLATE
		MUTTON BIRYANI	1 PLATE
		CHICKEN BIRYANI	1 PLATE
		EGG BIRYANI	1 PLATE
28	SPECIAL THALI (Veg. & Non-Veg.)	VEG FRIED RICE, BHAJA, SALAD, VEG CURRY, PURI (2PCS)	1 PLATE
		RICE, MUTTON & SALAD	1 PLATE
		RICE, CHICKEN & SALAD	1 PLATE
		RICE, FISH & SALAD	1 PLATE
		RICE, EGG & SALAD	1 PLATE
29	DELUXE THALI	RICE, DAL, BHAJA, PANEER OR MUSHROOM, MIXED CURRY AND KHATA	1PLATE

Signature

ANNEXURE-3

Name of the Tender: Tender for running Canteen inside the District Court Complex,
Nabarangpur (For Staffs, Counsel, Litigants, Etc)

UNDERTAKING

(To be typed on the Letter Head of Tenderer)

I, _____, S/o, D/o: _____
resident of _____
do hereby solemnly pledge and affirm that,

1. No police case and/ or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against me/us. No case of arbitration under any previous/ continuing contract is pending against me/us as on date. (Indicate any convictions if any)
2. I/We have never been blacklisted by any Govt. Authority/ Organization.
3. I/We have adequate facility and manpower to run a canteen successfully and declare that I/we will abide by the rules framed/ directives issued by the District Judge, Nabarangpur as per terms of this tender.

Signature

(Name)

LICENCE AGREEMENT

This Agreement is made on this the _____ day of November, 2024 **BETWEEN** The District & Sessions Judge, Nabarangpur (hereinafter called as the "**Licensor**") of the 1st Part;

AND

Sri _____, aged about ____ years, Son of _____ resident of Village: _____, Post: _____, Police Station: _____, District: _____ (hereinafter referred to as the "**Licensee**").

WHEREAS the Licensor has decided to invite bids from reputed agencies/ experienced individuals for running the Canteen in the District Court Complex, Nabarangpur. **AND WHEREAS** the Licensee, who is the most acceptable bidder, has offered to run the Canteen in the District Court Complex, Nabarangpur. **AND WHEREAS** the Licensor has decided to grant the said licence to the Licensee as aforesaid subject to the following terms and conditions to which both the parties have agreed.

NOW it is hereby agreed between the parties hereto as under:-

1. Duration of Licence:

- i. The Licence covers a period of **Eleven (11) months** from the date of award of the contract and may be further extended by the District Court from time to time if the services of the licensee are found to be satisfactory.
- ii. The Licensor can revoke the licence at any time if the Licensee violates any of the terms and conditions of the agreement or acts in a manner prejudicial to the interest of the Government of Odisha or public interest. Before revoking the licence, the Licensor shall give the Licensee reasonable opportunity of being heard. Thereafter the decision of the Licensor shall be final and binding on the Licensee.
- iii. The licence can be terminated by either party viz. the Licensor or the Licensee after giving 03(three) months written notice.

2. Security Deposit and its Forfeiture of recovery of dues:

- i. The Licensee shall furnish a Fixed Deposit Receipt of **₹10,000/- (Rupees ten thousand) only** for the duration of the licence from any scheduled commercial bank/ nationalised bank payable to **Registrar, Civil Courts, Nabarangpur** as a **Security Deposit** towards the building, furniture, fixtures and equipment etc. provided to him/her under this agreement and towards regular payment of monthly licence fee and other legal liabilities such licence fee arrears, water and electricity dues, damages to premises, furniture, fixtures, and equipment as the case may be.
- ii. The Licensor may forfeit the security deposit of the Licensee if he/she fails to give the three months' notice before terminating the licence as specified at clause-1(ii) above.
- iii. Immediately after expiry or termination of licence, the Licensee shall have no right to use the premises and handover all the furniture, fixtures and equipment taken over in his charge to the Licensor, failing which he/she shall be liable to pay penal Licence Fees @ three times the normal licence fee as given in the agreement for the period of wrongful use of the premises after expiry/ termination of the licence. The Licensor may forfeit the security deposit given by the Licensee in case of failure on the part of the licensee to pay the penalties as mentioned above. This action shall be without prejudice to any other action that can be taken by the Licensor under any prevailing laws in addition to forfeiture of security deposit.

3. Licence Fee:

- i. The Licensee shall pay monthly licence fee of **₹1,500/- (Rupees one thousand five hundred) only and monthly fixed electricity charge of ₹500/- (Rupees five hundred) only** payable as per the agreement by Account Payee Banker's Cheque drawn in favour of Registrar, Civil Courts, Nabarangpur before **30th/31st** of previous calendar month in advance for the next month and shall obtain the valid receipt from the Licensor. The monthly licence fee and fixed electricity charge are subject to enhancement, if necessary, at the time of renewal each year.
- ii. If the Licensee fails to pay the amount of licence fee or any other amount due under this licence/ agreement, for a period exceeding **two months**, the licence may be

terminated at the risk and responsibilities of the Licensee without giving any notice. However, this will be without prejudice to any other action that the Licensor may take for recovering balance or other dues, if any. The Licensor is entitled to recover the penal interest @ 6% per annum on the outstanding amount.

4. Premises, Furniture, Fittings, and Equipment:

- i. The Licensor shall permit the Licensee to use the Canteen Building along with the existing fittings & equipment, which shall be used by the Licensee with utmost care and caution, as a prudent person and shall do not do any act which will impair its material value. At the time of termination of the licence or after the expiry of the licence period, whatever is earlier, the Licensee shall deliver the same in good condition to the Licensor. The Licensee shall be liable to reimburse to the Licensor the actual cost of damages, if any (apart from the normal wear and tear) to the premises, furniture, fixtures and equipment. If the Licensee fails to reimburse the cost of damages, the Licensor may recover the same from the security deposit and to the extent of shortfall, if any through appropriate legal action.
- ii. Cost of repairs and maintenance to the premises, furniture, fixtures and equipment, if any, during the licence period shall be met by the Licensee at his/her own cost.
- iii. Besides the premises, furniture, fixtures and equipment provided by the Licensor, the Licensee shall be responsible for providing at his/her own cost any additional furniture, fixtures, equipment, crockery, cutlery, utensils, storage bins etc. for smooth operation of the canteen. The Licensee shall not assign or otherwise use or dispose of the said premises or the articles to any other person in any manner.
- iv. Notwithstanding anything contained in this Licence Agreement the licensed premises shall, for all purpose, continue to be under the possession and control of the Licensor. The Licensee shall have the right to use it during the period of validity of the licence and in accordance with the terms and conditions of the Licence Agreement.

5. Repair & Maintenance:

- i. The Licensee shall undertake all repairs, including replacement of hinges, locks, tower bolts, doorknobs etc. during the period of the licence. Major repairs, if any, to the premises, not resulting from the act of negligence, mishandling etc. attributable to the Licensee or his/her employee/staff, will be carried out by the Licensor. The Licensee shall not be allowed to make any structural or other modifications, changes in the interior design of the canteen premises without expressed written consent of the Licensor.
- ii. The Licensee shall be responsible for the replacement at his cost of the fused/ defective electrical bulbs, tube lights and CFL lamps and other electrical appliances, parts etc. and he/she shall also maintain them.

6. Staff:

- i. The Licensee shall engage his/her own staff/ manpower for smooth operation of the canteen.
- ii. Only essential kitchen staffs shall be allowed to stay at night in the premises (a list of such person has to be submitted to the Registrar, Civil Courts, Nabarangpur).
- iii. The Licensee shall be personally responsible for supervision of the entire work.
- iv. A list of the names and addresses of all the staff/manpower appointed by the Licensee shall be given to the Registrar, Civil Courts, Nabarangpur. They shall follow the instructions given by the Licensor or any other officer duly authorised by him for the purpose of enforcing the terms and conditions of this Licence Agreement.
- v. The Licensor shall have no responsibility of obligation, legal or otherwise in respect of the affairs of such staff/ manpower, including their appointment, conduct, termination, wages, terms and conditions of work etc. which are the sole obligations of the Licensee. He/she shall be responsible for all liabilities in relation to the payment of wages. No child labour shall be employed.
- vi. The Licensee shall follow all statutes, rules and regulations that are applicable for appointment of staff/ manpower. He/she alone shall be solely liable for any action under those rules and regulations in case of any lapses/ violation. He/she shall expressly indemnify the Government of Odisha and Licensor against any legal action in this regard.
- vii. Smoking, narcotics, intoxicants or liquor consumption in the canteen is strictly prohibited and staff/ manpower of the Licensee shall follow the prohibition order and also enforce it.

viii. In case of any complaint of misbehaviour or improper conduct on the part of any staff/ manpower of the Licensee, the Licensee shall immediately take action against such staff suo moto or at the instance of the Registrar, Civil Courts, Nabarangpur.

7. Hygiene:

- i. The Licensee shall be responsible for proper upkeep of the canteen premises and for maintenance of proper hygiene, including in the kitchen, washing places and other adjoining areas used for canteen purpose.
- ii. The Licensee shall be fully responsible for proper disposal of waste and garbage generated in and incidental to the operations of the canteen.

8. Catering:

- i. General public may be permitted entry to the District Court Canteen. However, the Licensor reserves the right to impose reasonable restrictions on the entry of outsiders, if necessary.
- ii. The Licensee shall keep the Canteen open during court working hours.
- iii. The Licensee should ensure proper quality of eatables and there will be quality checks from time to time and his licence shall be liable to be cancelled if he is found selling substandard products. The Licensee shall be totally responsible for all statutory liabilities including those relating to Prevention of Food Adulteration and other related to the services under the contract.
- iv. The Licensee shall not sell or serve alcoholic drinks either in the canteen or at any place within the court premises. He is allowed to sell only non-alcoholic beverages and mineral water.
- v. The Licensee shall ensure that all packed food items are sold within the canteen premises strictly at the printed Maximum Retail Price (MRP). Under no circumstances the Licensee shall sell any packed food item above the printed MRP.
- vi. The Licensee shall prominently exhibit the schedule of prices of cooked food items in the canteen premises.

9. Penalty Provision:

- i. The Licensee shall be liable for penalty upto ₹1,000/- per instance in cases such as the following: -
 - Inappropriate behaviour of licensee/staff.
 - Any compromise on the quality or quantity of food items.
 - Improper use of the premises.
 - Non-maintenance of hygiene, cleanliness.

10. General:

- i. The Licensee shall before commencing any activity, procure the necessary licences/ clearances/ permissions under the local laws, for running the canteen and shall abide by all the laws relating to the services and shall also produce the documentary proof showing compliance to the relevant laws whenever called upon to do so by the Licensor.
- ii. If the Licensee commits breach of any of the above conditions or becomes insolvent or is found guilty of any offence punishable under the law of the land or fails to perform the work entrusted to him/her satisfactory, the Licensor shall be at liberty to terminate the contract. This action would be without prejudice to any other action that may be taken against him/her under the law in force at that time.
- iii. After expiry of the licence period or after termination of the licence or after withdrawal of the licence by either party as contained in this agreement, as the case may be, the Licensee shall clear all the dues payable towards the licence fee, electricity charges, wages to the staff/workmen etc. and shall produce to the Licensor valid documentary proof to that effect in order to enable the Licensor to adjust dues, if any, before releasing the security deposit.
- iv. The Licensor may at his discretion, impose any additional condition as may be necessary and may call for any relevant information, give necessary directions to the Licensee in public interest.
- v. Either party to this deed may terminate this licence by giving at least 3(three) months prior notice in writing to the other party of its intention to so terminate this Licence Agreement.
- vi. The Licensee shall abide by all the terms and conditions of the Licence Agreement.
- vii. All disputes arising out of and/or in connection with this agreement shall be settled within the jurisdiction of Nabarangpur.

IN WITNESS WHEREOF the parties hereto the Licensor and the Licensee have hereby signed on the date, month and year herein above mentioned.

For and on behalf of [Tender Inviting Authority-
District Judge, Nabarangpur.]

Authorised Signatory.
Registrar, Civil Courts, Nabarangpur.

Witness 1:

Witness 2:

For and on behalf of [LICENSEE] – Sri _____

Licensor/ Authorised Representative

Witness 1:

Witness 2: