

DISTRICT & SESSION COURT, UJJAIN

NOTICE INVITING TENDER

Sealed tenders are invited from Reputed/Authorized Vendors/ Agencies for **Canteen** in service building of District Court Ujjain, Madhya Pradesh. The last date of tender submission is **23/09/2019** upto 5:00 P.M. The tender shall be opened on **25/09/2019** at 04.30 P.M. The detailed tender document along with terms and conditions is available on the official website of the High Court i.e. www.mphc.in & Government Tender portal www.tenders.gov.in.



DISTRICT & SESSION JUDGE
UJJAIN (M.P.)

Seal and Signature of bidder

-: District & Sessions Judge, Ujjain :-

Subject: - Tender for running Canteen in District Court Building Ujjain.

Sealed Quotations are invited for running the **Canteen in the Service Building Premises of District Court Building Ujjain** from Vendor/Dealers who is reputed, registered, bona fide, experienced and eligible firm or person, who have executed similar work or is running canteen in Government/Semi-Government organization or public/private institutions/organizations and satisfying all other terms and conditions in this tender document. Quotation/Bid must reach to the undersigned District Court Ujjain latest by.

Prescribed quotation/bid form, containing Term & Conditions can also be down loaded from the www.mphe.gov.in. clicking in link Tender and with duly filled up and signed. Bank Draft, Copy of working Experience and PAN Number must be enclosed along with tender in favour of "The District & Sessions Judge Ujjain";

License fees (Minimum)

Rs- 150000/-

Earnest Money/Security Deposit Cost of

Rs - 10000/-

Performance Guarantee

Rs - 40000/-

Tender Form

Rs - 2500/-

Last date & time for submission of tender

23/09/2019 up to **5.00 P.M.**

Opening of Tender

25/09/2019 at **4.30P.M,**
Wednesday

Note : The Earnest Money and License Fees will have to be paid through Bank Draft, drawn in favor of "The District & Sessions Judge Ujjain". Without these the tender will not be accepted.

District & Sessions Judge
Ujjain M.P.

Name of Contractor -----

Address -----

Phone No. -----

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Terms and Conditions :

01. The period of contract shall be for a period of one year from the date of issue of contract. The contract can be extended further 05 year with the approval of competent authority, Subjected to satisfactory performance of the contractor.
02. The Bidder/Licensee shall have to pay **Minimum Rs. 1,50,000/- (One Lac Fifty thousand)** as yearly license fee, by demand draft issued in favor of **'The District & Session Judge Ujjain'** payable at any nationalized bank at Ujjain. The tender shall be accepted amongst the bidder who will bid highest amount for yearly license fee and lowest items rate in addition to other chargeable/payable amount under this tender.
03. Bidder shall produce the list of food / beverages items with respective rates, which they shall provide in canteen, with tender document.
04. The Licensee shall pay to the licensor such monthly amount of Rs-17150/- as rent fixed by Rent Controlling Authority (subjected to change the Rent in future) which have to be paid in advanced for each month on or before the 7th day of each month. However, the Licensee is required to pay 03 month rent in advance at the time of taking over the possession.
05. The bidder should have minimum two year's experience of running the canteen in Government/Semi-Government organization or public/private institution/ organizations hospitals etc. The relevant paper in regard of experience should be attached along with tender.
06. The electricity and water charges shall be paid as per actual consumption or the bidder/vendor at the prevailing rates decided by concerned authorities/institutions.
07. The Licensee will have to pay penalty of Rs.100/- per day, maximum Rs. 2500/-per month for late payment of rent, none hygiene and non sanitation of premises.
07. The Licensee shall have no right to sub-let, assign or authorize any other person to run the canteen.
08. The Licensee shall be responsible for the maintenance of Canteen in an

Seal and Signature of bidder

absolute clean and hygienic condition at all times and will be responsible for any/all the penalty imposed by competent authority or/and the District & Sessions Judge, Ujjain.

09. The Licensee will obtain a certificate/License from the Municipal Corporation and other competent authorities required for running the canteen.
10. The Licensee shall have no right on the open space adjoining the Canteen.
11. The Licensee shall be deemed to be in the exclusive occupation of the Licensed premises/area and the licensor will have the right to enter upon the premises at any time during working hours to inspect the canteen premises.
12. The Quality of raw material/vegetables to be used by the contractor should be of good/fresh quality and as per rule, law and regulations applicable. Vendor will have to submit declaration/undertaking to maintain quality & quantity as per tender document and law applicable time to time, violation of which will be ground for termination of license without notice.
13. The quality of food/services provided will be checked from time to time and if found unsatisfactory the License may be cancelled, at any time, by the licensor/District Judge Ujjain without any previous notice and without assigning any reason. The District & Sessions Judge, Ujjain reserves all the right to impose a fine, if deemed necessary even without any notice.
14. The crockery and the cooking utensils etc. shall always be maintained in good condition and should also are of good quality.
15. All the engaged employees of Licensee will wear clean and proper uniform and I.D. Cards, whether they work in kitchen or provide room service and the uniform and photo I.D. cards will be provided by the Licensee.
16. The canteen premises will not be used for residential purpose. No employee or person will be allowed to stay/work in the night in the canteen without written permission of the District & Sessions Judge Ujjain
17. The conduct/characters/antecedents and proper bonafide of the workers in the canteen shall be solely responsibility of the Canteen contractor.

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However, the Licensee should provide the necessary details of all its employees (permanent, temporary, casual) to the District & Sessions Judge, Ujjain.

18. The Licensee should maintain punctuality in serving orders at any cost. The Licensee will also have to make special arrangement for breakfast/lunch/dinner in the seminars and meetings as and when required.
19. The Licensee shall maintain the licensed premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the Licensee or his workers, employees or supplier the same shall be repaired by the licensee at own cost of either by rectifying the damage or by paying cash compensation as may be determined by the licensor.
- 19A. A any loss of damage caused by any natural calamity or negligence of bidder or its employees shall be charged from the bidder.
20. The Licensed premises shall be used only for carrying on the business of Canteen and for no other purpose.
21. The Licensee shall not cause any nuisance, annoyance to the customer and staff.
22. Licensee shall neither store nor serve/provide any hazardous goods, contrabands/illegal/toxic material, pan gutka, tobacco, and liquor in the premises.
23. The licensee shall not use electric heater or any other heavy duty electrical appliances without the permission of the licensor.
24. The Licensee has to arrange water tank at his/her own cost if water crisis occurs.
25. The Licensee will install firefighting equipment in the kitchen as per Fire Regulation and keep the premises harmless and indemnified against any damage arising on account of fire, theft or negligence on the part of the licensee or his staff to any property or staff, such loss or damage shall be made good at the cost of the licensee and he shall be responsible for all other legal actions as per law.
26. Any employee of the Licensee will not be allowed to sell cigarettes, pan,

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gutka, liquor and other items made of tobacco/alcohol etc. in the canteen premises.

27. The Licensee shall not carry out any addition or alteration or structural repairs in the said premises. Only such alteration or additions or repairs which are necessary and are not of permanent nature may be allowed to be carried out by the licensee but that also with the prior approval/permission of the licensor.
28. The canteen timing shall be from 10.00 a.m. to 7.00 p.m. or as directed by District and Sessions Judge, Ujjain on all working days, in holiday's canteen will be opened as and when required by the District Judge, Ujjain.
29. The security, earnest money, advance rent may be forfeited, adjusted in case the standard of cleanliness, quality of products and services are not maintained up to mark and in the case of non-payment of office dues.
30. After opening the tenders the committee may visit the sites and may check the preparation of cooked items as specified by the service provider in support of working experience.
31. The decision of licensor/District Judge Ujjain in the matters relating to the Canteen shall be final and binding on the Licensee.
32. The licensor or his authorized representative has the right to visit the kitchen of the Canteen at any time so as to verify the hygienic conditions being observed by the Licensee.
33. The Licensee will not be allowed to add any item other than mentioned in the tender document. If Licensee desires to add any items in the list, he must have to seek the permission of the District & Sessions Judge, Ujjain including the items and their rates.
34. Licensor and licensee both may leave the contract at any point of the timing during the period of the contract after giving one month prior notice.
35. On the expiry of the said term or period of License or earlier termination thereof, the Licensee shall hand over peacefully the vacant possession of the Licensed premises to the licensor to the licensor in the same condition in which the premises now exist subject to normal wear and tear. The

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Licensee's occupation of the premises after such termination will be deemed to be that of a trespasser and he shall further be liable to pay damages and the District Judge Ujjain or the person authorized by him, in this behalf, shall have right to Reject the licensee from and take possession of the said premises, without any previous notice.

36. The licensee/contractor shall keep a complaint book which shall be made available by the licensee/contractor to any person who desire to record any complaint and which shall be opened for inspection by the District & Sessions Judge, Ujjain & other office/person deputed or him, in this behalf.
37. **Tender will be opened on 25/09/2019 at 4:30 P.M. in conference room at first floor of New District court Building, Ujjain** in presence of intending service provider/ their representatives, if any. If for any administrative reason the date of opening of the tenders will be a declared holiday. The tender will be opened on the next working day at the same time and place. If the tender could not be opened or due to any unavoidable circumstances which may be checked than them will be opened on the next working day.
38. The successful bidder shall have to deposit a sum of Rs. 40,000/- as performance guarantee, in the form of Bank Draft in favor of District & Session Judge Ujjain. The security deposit will be refunded after 60 days from the date of successful completion of the contract period and no interest would be paid thereon. In case of any damage of loss occurs on account the bidder on its employees shall be forfeited from performance guarantee.

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Arbitration :-

Except where otherwise provided for in the contract all questions and disputes relating to the instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing what so ever in any way arising out of or relating to the contract, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator as may be appointed by the authority of the District Judge, Ujjain. There will be no objection if the arbitrator so appointed is an employee of district court and that he had no deal with the matter to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters of disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacated his office or being to act for any reason, the appointing authority for arbitrator as aforesaid at the time of such an office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his procedure. It is also term of this contract that no person, other than a person appointed by the authority should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

Name of Contractor/Bidder : _____

Address : _____

Phone No : _____

E-Mail : _____

Seal and Signature of bidder

CONTRACT

E-Stamp Code:.....

This contract is made on between the District Court Ujjain herein after referred to as "District Court" (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) acting through District & Sessions Judge.....here-in-after referred to as the 'Authority' which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

.....(Name & Address of the agency along with name & post of the representative), here in after called the "service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of "Canteen services for the District Court Ujjain"; and whereas the "Service Provider" has offered its willingness to the same in conformity with the provisions of the contract; And whereas the "Authority" has finalized the rate as per the terms and conditions of the contract to the "Service Provider".

The Following documents shall be deemed to form and be read and constructed as part of this contract viz;

- (a) The bid forms (Technical & Financial) and the price Schedule submitted by the bidder;
- (b) The entire tender document;
- (c) The clarifications issued in this regard;
- (d) The purchaser's notification of award;
- (e) Letter of acceptance / work order;
- (f) All correspondence in this regard.
- (g) Approved Rate list of items.

The rates mentioned as per details given below:-

Now this contract witnesses as below:-

1. That the containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this contract.
2. That in consideration of the payment to be made by the "District Court" to the "Service Provider", the "Service Provider" hereby agrees with the "District Court" to provide Canteen services for the District Court..... In conformity with the provisions of the Terms and Conditions.

Seal and Signature of bidder

3. That the "District Court" hereby further agrees to pay the fixed service charge/ commission at the time and in the manner prescribed in the said terms and conditions of the tender No.....dated.....on the salary as per State Government norms for the above mentioned posts on time to time basis.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. In any case salary will be provided to the manpower before or on 5th of every month.
6. This contract shall be effective fromto.....

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have unto set their respective hands and seals on the day and year first written above.

.....
(Name & Post of the representative)

**District & Sessions Judge
District Court Ujjain.**

In the presence of witness:-
Witness: -

Witness:-

1. Name.....
Address.....
2. Name
Adress.....

1. Name.....
Address.....
2. Name
Address.....

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