

THE GAUHATI HIGH COURT
(THE HIGH COURT OF ASSAM, NAGALAND, MEGHALAYA, MANIPUR,
TRIPURA, MIZORAM & ARUNACHAL PRADESH)
AGARTALA BENCH : AGARTALA

NO.F.45(21)-HC/11/ 11067

Dated, Agartala, the 16th August, 2011.

TENDER/EXPRESSION OF INTEREST
FOR PROVIDING CANTEEN SERVICE

On behalf of the Hon'ble Gauhati High Court, Agartala Bench, Agartala, the undersigned invites sealed Tender/Expression of Interest for providing canteen service at the premises/campus of the Gauhati High Court, Agartala Bench, Agartala for a period of 1(one) year.

The interested resourceful tenderers/caterers/NGOs/Co-operative Societies having experience in the field of canteen service in the Government offices/Private Sectors are requested to submit their respective Tender/Expression of Interest for canteen service at the premises/campus of the Gauhati High Court, Agartala Bench, Agartala for a period of 1(one) year to the undersigned on or before 5th September ,2011.

Details of the canteen service requirement along with Terms and Conditions etc., may be collected either from the office of the undersigned on any working day between 11 a.m. and 4 p.m or from our website [tsu.trp.nic.in/high court](http://tsu.trp.nic.in/highcourt).

Siv 16.08.11
(S. Bhattacharjee)
Deputy Registrar

THE GAUHATI HIGH COURT
(THE HIGH COURT OF ASSAM, NAGALAND, MEGHALAYA, MANIPUR,
TRIPURA, MIZORAM & ARUNACHAL PRADESH)

AGARTALA BENCH

**TENDER DOCUMENT FOR PROVIDING CANTEEN SERVICES AT GAUHATI
HIGH COURT, AGARTALA BENCH CAMPUS, AGARTALA: 799-006.**

1. Name of the Tenderer :
(In Block Letters)
2. Father's/Husband's name :
3. Complete registered address :
4. Nationality :
5. Legal Status (Individual/
Proprietary Firm/Partnership
Firm/Limited Company/
Corporation) :
6. Telephone/Mobile /Fax No./
e-mail address :
7. Year of commencement of
business :
8. Past experience, if any :
9. Registration No., if any :
10. Permanent Account No. (PAN) :
11. Are you capable of supplying :
the following food items and
drinks from the Canteen? If
Yes, quote the rate
 - a. One cup tea (125 ml)
General/Green Label/Lemon
 - b. One cup coffee (125 ml)
 - c. Biscuits (branded)
 - d. Cold drinks (branded)
 - e. Mineral water (branded)
 - f. One egg boiled/omlette
 - g. One big size bread slice
 - h. Two big size bread butter
 - i. Two luchies and vegetable (70 grams)

- j. Singara/Kachuri
- k. Nimki (small/big)
- l. One atta roti and vegetable (70 grams each)
- m. One paratha and vegetable (70 grams each)
- n. Alu paratha
- o. Dosa (Plain/Masala)
- p. Cutlet (Veg/Non-veg)
- q. Basmati rice (200 grams)
- r. Fish curry/ Double egg curry
- s. Dal
- t. Seasonal vegetable (200 grams)
- u. One plate Chicken curry
- v. One plate mutton curry
- w. Sweets

12. Are you capable of supplying lunch pack,
if necessary :

13. Details of the Bank Draft enclosed herewith:

DECLARATION

I, Shri/Smti _____ do hereby declare that I have read the terms and conditions prescribed for running the '**High Court Canteen**' and I will obey all the terms and conditions; and the particulars furnished hereinabove are true to the best of my knowledge.

Date:

Place:

(Signature of the Tenderer/Caterer)

TERMS AND CONDITIONS

1. The name and style of the canteen will be '**High Court Canteen**'.
2. The Gauhati High Court, Agartala Bench reserves the right to reject any or all the tenders without assigning any reason.
3. The successful bidder will have to enter into an agreement with the Gauhati High Court, Agartala Bench as per draft agreement given in Annexure-I before taking charge of the High Court Canteen and commencement of the canteen work.
4. The successful bidder will have to pay a sum of Rs.5000/- (Rupees five thousand) only drawn on any nationalized bank in favour of the Registrar, Gauhati High Court, Agartala Bench payable at Agartala by Bank Draft as security deposit in advance within

3 (three) days from the date of issue of Letter of Award of the contract and on expiration or earlier termination of the contract, the Gauhati High Court, Agartala Bench shall return the said security deposit or part thereof after deduction of forfeited amount, if any, to the caterer without interest.

5. Canvassing in any form will make the tender liable to rejection.

6. The contract for High Court Canteen services shall remain valid initially for a period of one year with effect from the date of Award of contract. However, in order to evaluate the performance and services of the caterer, the contract will have probationary period of three months. The contract for the remaining months will be confirmed only if the services and quality of items served by the caterer are found satisfactory during the probationary period.

7. The one year contract period is subject to renewal by the Gauhati High Court, Agartala Bench on satisfactory performance on mutually agreed terms and conditions for a further period of one year or till such time mutually agreed to.

8. Security Deposit amount of the successful bidder shall be liable to be forfeited if the caterer does not fulfill any of the following conditions:

- i. An agreement is not signed in the prescribed form within 7 (seven) days of the receipt of the Letter of Award of the contract;
- ii. The caterer does not commence canteen services within 7 (seven) days from the date of entering into the agreement with the Gauhati High Court, Agartala Bench in the prescribed form; and
- iii. The caterer violates any terms and conditions of the agreement to be entered into.

9. That the caterer will be required to pay to the Gauhati High Court, Agartala Bench, Agartala a sum of Rs.500/- Rupees five hundred only on account of leave/licence fee for the canteen premises month by month by the first week of the English calendar month following the month for which the leave/licence fee fell due.

10. That the caterer will be required to pay to the Gauhati High Court, Agartala Bench electricity charges on the basis of actual units consumed as per separate meter to be installed and maintained from time to time at the cost of the caterer.

11. The caterer shall be responsible for engaging adequate number of trained/semi-

trained manpower required for providing good canteen services in the Gauhati High Court, Agartala Bench campus.

12. The employees of the caterer should possess good health and should be free from any disease, especially contagious and frequently recurring diseases.

13. The caterer will, prior to the commencement of the operation of contract, make available to the Gauhati High Court, Agartala Bench the particulars of all the employees who will be deployed at the campus /premises of the Gauhati High Court, Agartala Bench for running the Canteen. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.

14. The caterer shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act/Rules made thereunder and in force in the State of Tripura; and fulfill all other statutory obligations, such as, Provident Fund, Employees State Insurance Act (ESI), Service-tax, etc., in force from time to time.

15. The caterer shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.

16. Employment of child labour is strictly prohibited under the law. Therefore, the caterer will not employ any child.

17. In the event of violation of any contractual or statutory obligations by the caterer, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Gauhati High Court, Agartala Bench by any individual, agency or government authority due to acts of the caterer, the caterer shall be liable to make good/compensate such claims or damages to the Gauhati High Court, Agartala Bench. As a result of the acts of the caterer, if the Gauhati High Court, Agartala Bench is required to pay any damages to any individual, agency or government authority, the caterer would be required to reimburse such amount to the Gauhati High Court, Agartala Bench or the Gauhati High Court, Agartala Bench reserves the right to recover such amount from the caterer.

18. The caterer shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining area and surrounding areas, etc.

19. The caterer shall at all times keep indemnified the principal employer, namely, the Gauhati High Court, Agartala Bench, Agartala, Registrar of the said High Court and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of

any person) and/or the caterer shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act/Fatal Accident Act, Employees State Insurance Act, Provident Fund Act, etc., in force from time to time.

20. The canteen staff shall be issued Identity Cards bearing photographs at the cost of caterer. The caterer shall provide sufficient sets of uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.

21. The caterer shall be personally responsible for conduct and behaviour of his staff and any loss or damage to the moveable or immoveable property of the Gauhati High Court, Agartala Bench due to the conduct of the caterer's staff shall be made good by the caterer. If it is found that the conduct or efficiency of any person employed by the caterer is unsatisfactory, the caterer shall have to remove the concerned person and engage a new person within 3 (three) days of intimation by the Gauhati High Court, Agartala Bench. The decision of the Gauhati High Court, Agartala Bench in this regard shall be final and binding on the caterer.

22. The caterer shall not appoint any sub-contractor to carry out his obligations under the contract.

23. The caterer shall keep the High Court Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen, canteen hall, floor, counter, benches, tables, chairs, etc. The authority of the Gauhati High Court, Agartala Bench will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining areas/ premises.

24. The Gauhati High Court, Agartala Bench reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the caterer.

25. The caterer shall get the prices of all items approved by the Registrar of the Gauhati High Court, Agartala Bench and no changes, whatsoever, shall be made without prior written approval of the Registrar of the Gauhati High Court, Agartala Bench.

26. The caterer will use only branded raw material for preparation of items.

27. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the Gauhati High Court, Agartala Bench

are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the caterer, failing which the same will be got done by the Gauhati High Court, Agartala Bench at the caterer's risk and cost. In this regard, the decision of the Registrar of the Gauhati High Court, Agartala Bench shall be final and binding on the caterer.

28. All work shall be carried out with due regard to the convenience of the Gauhati High Court, Agartala Bench. The orders of the concerned authority shall be strictly observed.

29. The caterer will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of the Gauhati High Court, Agartala Bench.

30. The caterer will have to supply breakfast, lunch, etc., in the canteen premises as per requirement.

31. The caterer shall install his electronic fly-kill and insect repellent equipment at his own cost.

32. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the campus of the Gauhati High Court, Agartala Bench, including High Court Canteen. Any breach of such restrictions by the caterer will attract deterrent action against the caterer as per statutory norms.

33. No minimum guarantee will be furnished to the caterer towards consumption of food items. He/she is advised to maintain the highest quality at the agreed prices so as to attract the maximum number of Officers, Advocates, Staff, Advocate's Clerk, Justice-seekers and others to avail canteen services.

34. The workers employed by the caterer shall be directly under the supervision, control and employment of the caterer and they shall have no connection whatsoever with the Gauhati High Court, Agartala Bench. The Gauhati High Court, Agartala Bench shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against the Gauhati High Court, Agartala Bench for employment or regularization of their services by virtue of being employed by the caterer, against any temporary or permanent posts in the Gauhati High Court, Agartala Bench.

35. The caterer shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision of the works to the entire satisfaction of the Gauhati High Court, Agartala Bench.

36. The caterer will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, gas oven with gas refills etc., in sufficient quantity as needed to maintain the canteen services.

37. The caterer shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.

38. The contract can be terminated by either party, i.e., the Gauhati High Court, Agartala Bench or the caterer, after giving three-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, the Gauhati High Court, Agartala Bench reserves the right to terminate the contract without giving any notice in case the caterer commits breach of any of the terms of the contract. The decision of the Gauhati High Court, Agartala Bench in such a situation shall be final and shall be accepted by the caterer without any objection or resistance.

39. On termination of the contract, the caterer will hand over the entire equipments/furniture/articles, etc., if any, supplied by the Gauhati High Court, Agartala Bench, in good working condition, back to the Gauhati High Court, Agartala Bench.

40. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory during the probationary period of three months from the date of taking over charge of the canteen services, the Gauhati High Court, Agartala Bench reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

41. The Gauhati High Court, Agartala Bench reserves the right to impose a penalty (to be decided by the authority of the Gauhati High Court, Agartala Bench) on the caterer for any serious lapse in maintaining the quality and the services willfully or otherwise by the caterer or his staff or for any adulteration.

42. If the Gauhati High Court, Agartala Bench is not satisfied with the quality of eatables served, services provided or behavior of the caterer or his/her employees, the caterer will be served with 24-hour notice to improve or rectify the defect(s), failing which the Gauhati High Court, Agartala Bench will be at liberty to take appropriate necessary steps as deemed fit.

Sd/-illigible
(M.CHAKRABORTY)
REGISTRAR

DRAFT OF THE AGREEMENT

(TO BE JOINTLY SIGNED BY THE REGISTRAR, THE GAUHATI HIGH COURT, AGARTALA BENCH, AGARTALA AND THE CATERER FOR RUNNING CANTEEN AT GAUHATI HIGH COURT, AGARTALA BENCH CAMPUS, AGARTALA)

(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the caterer)

AGREEMENT

THIS AGREEMENT is made this day theBETWEEN the Gauhati High Court, Agartala Bench, Agartala, represented by the Registrar, Agartala Bench (hereinafter called the High Court) of the one part and Shri/Smti..... (hereinafter called the caterer) of the other part.

WHEREAS the High Court needs a caterer to run the High Court Canteen for supply of tea, coffee, cold drinks, juice, biscuits, snacks, high-tea, break-fast, lunch, etc., mentioned in the Tender Document invited by the High Court, to Hon'ble Judges, Officers, Advocates, Staff, Advocate's Clerk, Justice-seekers and Guests of the High Court;

AND WHEREAS it is thought desirable to grant a contract (not being a lease) to the caterer to prepare and serve the aforesaid items to the Hon'ble Judges, Officers, Advocates, Staff, Advocate's Clerks, Justice-seekers and others in the said Canteen;

NOW IT IS HEREBY AGREED by and between the parties as follows:

1. That the caterer has been granted the contract to run the Canteen in the premises of the High Court, initially for a period of one year on the terms and conditions contained in the Tender Document, Letter of Award of the contract and this Agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms and conditions. The contract is also terminable on three-month notice by either side.
2. That the items served by the caterer shall be wholesome and hygienic prepared in the clean atmosphere. The Registrar of the High Court and/or his authorized nominees may at any time enter the Canteen Kitchen/Cooking area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authority of the High Court with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for

use/consumption, the authority may issue warning and/or get the said raw material/items destroyed and ask the caterer to purchase fresh stocks, without any payment of compensation to the caterer for the discarded material/items. If, however, this problem recurs in spite of warning having been issued, the High Court reserves the right to impose financial penalty as decided by the High Court or the contract may be cancelled without giving any notice.

3. The items of menu, which the caterer would be expected to supply in the Canteen, are indicated in the High Court's Letter of Award of the contract. The rates of items to be served by the caterer shall be valid on annual basis every year and in-between revision shall not be allowed. The High Court may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till such time that the revised rates become operative, the caterer shall charge the existing rates.

4. That the caterer shall use 'Homogenized Pasteurized Milk' of Agartala Dairy, Indranagar/ 'Dairy Whitener' of Nestle India Limited. In case the caterer is unable to maintain supplies of 'Homogenized Pasteurized Milk' for any reasons, he should arrange to procure from other sources supplying good quality milk. The security deposit to 'Homogenized Pasteurized Milk' of Agartala Dairy, if any, will be paid by the caterer himself.

5. That the caterer shall not make any additions or alterations in the premises allotted to him for providing canteen services.

6. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions/bye-laws of the Agartala Municipal Corporation (AMC) or any other Government /statutory body/authority. In the event of violation of any of the aforesaid conditions/bye-laws in and around the Canteen Kitchen/Cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authority.

7. That in the event of AMC, Health Department or any other Government/statutory body/authority taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authority.

8. That the caterer has agreed to pay to the Gauhati High Court, Agartala Bench, Agartala a sum of Rs.500/- (Rupees five hundred) only on account of leave/licence fee for the canteen premises month by month by the first week of the English calendar month following the month for which the leave/licence fee fell due.

9. That the caterer has agreed to pay to the High Court electricity charges on the basis of actual units consumed as per separate meter to be installed and maintained from time to time at the cost of the caterer.

10. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining area and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the Hon'ble Judges, Officers, Advocates, Staff, Advocate's Clerk, Justice-seekers and others. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.

11. That any employee deployed by the caterer in the premises becomes liable for suspension or dismissal by the High Court due to his actions, disobedience or misconduct, the caterer shall accept the decision of the High Court as final and abide by such decision. In such an event, the High Court shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the High Court's authority indemnified.

12. The High Court will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this contract, or that his working is unsatisfactory, the High Court may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.

13. That the caterer will not transfer or assign any part of his interest under this contract, and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.

14. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the High Court to the caterer and the possession of the

premises will always be that of the High Court, even when the premises are in use or occupation of the caterer.

15. The caterer shall provide all necessary implements for running the canteen like cutlery, table linen, flower posts, livery of the Canteen Staff and these shall be of good quality and standard.

16. The caterer shall be required to procure gas refills for cooking purposes at his own cost.

17. That the caterer shall maintain a Suggestion Book for recording suggestions for improvement of Canteen Services. Such suggestions, as approved by the High Court, shall be forthwith acted upon. The Suggestion Book shall be kept open for inspection by the Registrar of the High Court and/or his authorized nominee(s).

In witness whereof, the parties have hereto respectively put their hands on the day and year first above written.

Signed, sealed and delivered by:

1.
(Signature of the Registrar)

2.
(Signature of the caterer)