

NOTICE

Sealed quotations are invited in the name of the General Secretary, In the Office of the Punjab and Haryana High Court Employees' Welfare Association from the general public for running Employees' Canteen in the premises of the Punjab & Haryana High Court, Sector 1, Chandigarh, for a period of one year w.e.f. 01.07.2022 to 30.06.2023 along-with earnest money of Rs. 25,000/-(Twenty five thousand only) in the shape of Bank Draft drawn in favour of Punjab & Haryana High Court Employee Association, payable at Chandigarh, as per the terms and conditions annexed herewith . The quotations will be opened on the last day of notice at 2.30 pm in the presence of the bidders present at Employees Welfare Association's Office. Quotations received after the given date and time will not be considered. The High Court Employees' Welfare Association reserves the right to reject any or all the tenders without assigning any reason.

The words "QUOTATION INVITING FOR RUNNING OF EMPLOYEES' CANTEEN" must be inscribed on the sealed envelope.

Sealed Quotation must reach in High Court Employees Welfare Association Office within 15 days from the date of publication of notice on the High Court Website.



(Neeraj Kumar)
General Secretary/20.04.2022
Punjab & Haryana High Court
Employees' Welfare Association

PART – I
Terms and conditions

1. Sealed quotations are invited for running of Canteen in the premises of Punjab & Haryana High Court, Chandigarh, on contractual basis for a **period of one year w.e.f. 01-07-2022 to 30.06.2023. The highest bidder shall be declared as successful contractor.** The Contract can be extended for further one year at the discretion of the High Court Employees' Welfare Association (Association) on satisfactory performance of the Contract.
2. Earnest money deposit (EMD) in the form of cash for Rs.25,000/- (Rupees Twenty-five thousand only) should accompany the filled-in tender documents. In the absence of EMD, the tender shall be rejected summarily. The earnest money shall be refunded to unsuccessful bidders after finalization of the contract. It shall be refunded to successful bidder on receipt of Performance Security Deposit i.e. one month rent, which will be deposited in the Bank Account of the Association and shall be refunded without interest after the faithful execution/completion of the contract. This security amount will be in addition to the monthly rent payable by the contractor, in advance.
3. The successful bidder shall submit post dated cheques (7th of every month) for whole of the tenure.
4. (i) In case, the contractor shows his inability to complete the contract, then Performance Security deposited by the contractor shall be forfeited as penalty.

(ii) Moreover, in case of leaving the canteen before completion of the contract, the contractor shall have to give one month written notice to the President of the Association, failing which, one month rent shall be charged.

(iii) In case, the contract terminated by the Association or the contractor shows inability to complete the contract period or otherwise canteen remains vacant, the Association has right to call the next higher bidder to run the canteen for the remaining period.
5. Keeping in view, vacations in High Court in the month of June, rent shall be charged only for eleven (11) months and rent of the last month of the contract shall not be charged in lieu of month of June only.
6. No request regarding removal/dis-placement of other authorized / un-authorized food vendors within the precincts of this High Court/canteen shall be considered.
7. Any conditional acceptance is liable to rejection of quotation.

8. The contractor shall run the canteen primarily for the use of the employees and separate room/area shall be reserved exclusively for the High Court employees.
9. The contractor shall bear all the expenses for running the said canteen including the cooking vessels and other equipment required for cooking while Association shall not in any manner be liable to reimburse the expenses so incurred. The contractor shall keep the canteen open and render all the necessary services, sale of eatables, tea etc. from 8.00 AM to 5.00 PM on all normal working days. A special counter for tea, coffee, snacks etc. shall remain open between 5.00 PM to 7.00 PM on all working days.
10. The contractor shall have four years experience of providing catering services/running canteen in an organization of repute. **Copy of experience certificate is required to be attached with the tender document.**
11. The contractor shall have food license issued by FSSAI or any other competent government authority. **A copy of such license is to be attached with the tender document.**
12. The rates (inclusive of all taxes) of snacks, drinks, tea/coffee, juice, meals and other items have been fixed by the Association. The contractor shall not charge any thing over and above the rates fixed. The contractor shall display legible list of aforesaid fixed rates near payment counter and other prominent places of the Canteen. The aforesaid fixed rates can only be changed with prior approval of the Association, during the contract period.
13. The quality of raw materials to be used for preparation of food in the canteen should be of highest standard and fresh and brand names of the material used such as flour, oil, refined, ghee, milk, ice cream etc. should be highlighted by way of banner etc. Members of Association have right to inspect the materials at any time. If any food adulteration is found, action as deemed fit shall be taken by the Association.
14. The fuel to be used for cooking will be LPG only (commercial cooking gas) and shall be arranged by the contractor including gas cylinders.
15. The contractor will be responsible to maintain cleanliness and hygiene in and around the canteen and will make his own arrangements for disposal of wastes. The personnel of the contractor shall be in proper cleaned uniform.
16. The accommodation, furniture, water and electricity shall be provided to the Canteen free of costs. The contractor shall have no right to claim ownership of furniture so provided by the High Court. In case of any loss/damage of the furniture etc. he shall be liable to pay the amount as fixed by the authority.

17. It shall be the responsibility of the contractor to deposit ESI, EPF, Service Tax or any other Govt. levy in respect of the personnel employed by him every month with the respective departments, if any leviable. Association shall not be responsible for any liability arising on this account whatsoever.
18. The contractor shall also be responsible for violation of any law in force for the time being, including the provisions of the Prevention of Food Adulteration Act, the Municipal Act and such other Acts, Rules or regulations as are in force for the time being and the High Court shall not be liable for any act for which the contractor may be held responsible under such laws, rules or regulations.
19. It shall be absolute and sole responsibility of the contractor to pay all taxes, including GST, Sales Tax, the Income Tax and such other levies as may be in force under any law. The Association has totally and absolutely no liability to pay any tax with relation to the contractor in the High Court or on sale of any food items therein. The contractor shall also be responsible for obtaining registration under Sales Tax Act or any other law applicable during currency of contract for purpose of providing Catering to the High Court and all fee and levies in this regard including the taxes as stated herein above shall be payable by him.
20. The contractor will honour the provisions of Minimum Wages Act or any other related liability on the issue of contract labour.
21. The contractor will not sublet, transfer or assign the contract or any part thereof to any other party without prior permission of the Association.
22. The contractor will undertake to provide at all times hygienic food, eatables and beverages as per the standards laid down under the Food Act and rules applicable from time to time. In case of non-providing of services/inferior quality services continuously, Association reserves the right to cancel the contract and impose penalty. In this eventuality, the security deposit will be forfeited.
23. The Association can terminate the contract at any time without assigning any reason, whatsoever, even before the expiry of the contract period.
24. On expiry of period of contract or its termination, the contractor shall remove all its articles and men within 24 hours, failing which it shall be lawful for the Association to remove the articles and equipments of the contractor and ask its men and employees to leave the canteen premises.
25. The contractor shall bring to the notice of the Association the repairs and maintenance work that are required to be undertaken from time to time.

26. Under exceptional circumstances, the Association reserves the right to change any terms and conditions, as and when warranted.

Sd/-

(Neeraj Kumar)
General Secretary
Punjab & Haryana High Court
Employees' Welfare Association

To

The General Secretary,
High Court Employees' Welfare Association,
Punjab & Haryana High Court,
Chandigarh.

Subject: Sealed quotation for running of employees' canteen in the premises of Punjab & Haryana High Court, Chandigarh.

Sir,

In reference to the tender dated 20.04.2022 on the subject cited above, I am interested in running the said Canteen. I have gone through the terms and conditions and I agree with all the terms and conditions mentioned therein. I understood that, in case, I will not fulfill/follow terms and conditions, the contract can be terminated at any time by the Association without giving a prior notice.

I quote Rs. _____ (in words) _____
as monthly rent.

Kindly give me a chance to serve the said canteen.

Signature _____

Name: _____

Address: _____

Mb. No. _____

UNDERTAKING

- a. I, the undersigned, certify that I have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them in letter and spirit.
- b. If selected, I shall pay the monthly rent within three days of intimation of selection.
- c. The earnest money of Rs.25,000/- is deposited by me.
- d. I give the rights to the High Court Employees' Welfare Association to forfeit the earnest money deposited by me in the event of my selection and failure on my part in starting the services of canteen as per the terms of this tender on the date specified by the Association.
- e. I assure that there will not be any complaint regarding quality and quantity of the food/eatables to be served in the canteen and I know that if any such complaint found against me at any stage, the contract shall be terminated with immediate effect and Performance Security Deposit shall be forfeited.
- f. I am duly authorized to sign the above undertaking.

Date:

Signature of the bidder

Place:

Full Name:

Address:

Mb. No.