

TENDER NOTICE

(CONTRACT FOR RUNNING CANTEEN AT THE NEW DISTRICT AND SESSIONS COURT, NORTH GOA AND CIVIL AND CRIMINAL COURTS, TISWADI, MERCES-GOA)

NO. DSC/BLDG/MERCES-49/2025/5113

Sealed tenders are invited from interested persons/agencies possessing requisite license, having at least 5 years experience in the field, for allotment of space admeasuring 87.385 Sq. mtr. of kitchen area and 150.63 sq.mtr. of café area, purely on license basis for running Canteen in the premises of the New District And Sessions Court, North Goa And Civil And Criminal Courts, Tiswadi, Merces-Goa for a period of one year to the tenderer who offers highest amount as a license fee. This period may be further extended every year, upto 05 years, at the discretion of the office and on certain condition.

The duly filled in Tender Form Document with relevant supporting documents should be submitted to the Principal District and Sessions Judge, North Goa, alongwith Tender Fee of Rs. 500/- (Non-refundable) and Demand Draft of Rs. 5,000/ as Earnest Money Deposit (EMD) (refundable to unsuccessful Tenderers), drawn in favour of "Court of the Principal District and Sessions Judge, North Goa" on or before **19.04.2025** during office hours on paying the requisite fees as prescribed. Tenders received after due date, incomplete in any respect or not accompanied by prescribed documents will not be taken into consideration.

The Tender Form may be collected between **10.00 am to 12.30pm** from the Nazir Section (Room No.112, 3rd Floor, New District and Sessions Court and Civil and Criminal Courts Tiswadi, Merces Goa) from **01.04.25 to 19.04.25**. The details are available on the office website www.dcn.goa.dcourts.gov.in

The sealed tenders containing technical cover will be opened on **21.04.2025 at 5.00 p.m.** in **Room No. 187, 5th floor** of the said complex in presence of those Tenderer who may appear. Financial cover will be open on the same day after scrutiny of technical documents submitted by the tenderer. The decision of the Principal District and Sessions Judge in regard to acceptance or rejection of any or all the tenders will be final.

Dated: 02.04.2025



Irshad Agha
02/04/2025
(Irshad Agha)

Principal District Judge and Sessions Judge
North Goa, Panaji-Goa

ANNEXURE-I

TERMS AND CONDITIONS FOR RUNNING THE CANTEEN OF NEW DISTRICT AND SESSIONS COURT, NORTH GOA AND CIVIL AND CRIMINAL COURTS, TISWADI, MERCES -GOA.

1. a) The tenderer should have minimum **five (5) years** experience in Catering/hotel business.
b) The tenderer should have minimum **five (5)years** experience in running a canteen/staff cafeteria of Corporate/government/autonomous bodies'/reputed organizations.
c) In case of partnership firm, an attested copy of the partnership deed should be furnished along with the tender document, failing which the tender will be summarily rejected.
d) The tenderer should furnish testimonies/certificate regarding qualifications and experience in the field of catering, which will be one of the main criteria for awarding the Canteen contract.
2. The financial bids of only those tenderers qualifying the Technical bid shall be opened.
3. The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.5,000/-in the form of Deposit Call Receipt/Demand draft drawn in favor of the District and Sessions Court, North Goa and Civil and Criminal Courts, Tiswadi, Merces-Goa. No cheques/cash shall be accepted under any circumstances.
4. The tender shall be evaluated based on the experience in the field of Catering Service, experience in running a canteen/staff cafeteria of reputed organizations, rates quoted, amount of monthly rent quoted, and also on the basis of the rates quoted for different special Goan delicacies that would be served by the contractor as per Annexure IV and for items indicated at Annexure V.
5. The rates provided by the tenderer should be concessional taking into consideration that this is a non-profit organization. The pricing should reflect the non-commercial nature of the institution, ensuring that the services are affordable and accessible, while maintaining quality standards.

6. The shortlisted tenderers will be invited to submit samples of their food offerings, which will then be evaluated for taste and quality. The final decision will be based on a thorough analysis of all these factors, ensuring that the selected contractor meets both the operational and quality standards required for the successful running of the canteen.
7. The facility for payment through BHIM, UPI, Credit/Debit Card, etc., should be made available to the customers.
8. The tenderer shall quote his/her highest bid towards the monthly rent/ license fee payable by them for the premises to be used to run the canteen in the New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Merces-Goa. The minimum bid ceiling is **Rs. 35,039/- (Thirty Five Thousand Thirty-Nine only)** per month in accordance to the rent certificate provided by the Public Works Department, Goa.
9. The successful tenderer besides the quoted monthly rent shall also have to pay the electricity charges as per consumption along with the meter rent per month (as applicable) and a fixed amount of Rs. 2,000 /- per month towards water consumption charges. If a separate meter for the canteen is not installed, a consolidated fee, as decided by the competent authority of the District & Sessions Court, North-Goa will be applicable, until the installation of a separate meter for the canteen.
10. The successful tenderer/licensee shall deposit the monthly License Fee with the office, every month, in advance, on or before the 5th day of the next month.
11. Further, in case of delayed payment, beyond 5th day the successful tenderer shall be liable for payment of penalty at the rate of Rs. 100/- per day for the period till the delay continues.
12. If the agreed monthly License fee or any part thereof remains in arrears or remains unpaid for a period of 30 days from the due date, it shall be open for the Licensor to terminate the License, without any notice in that behalf.

13. The successful bidder will have to sign an agreement within 30 days of the award of the tender. It is the sole responsibility of the bidder to submit the signed agreement between both parties, as per the consultation with the Principal District & Sessions Judge, North Goa within 30 days from the date of the award of the contract.
14. The successful tenderer/licensee will be at liberty to remove all the movable articles brought by him / her in the premises during the continuance of the contract, at his/her costs, before delivery of possession of the premises to the licensor. The Principal District and Sessions Judge, shall have charge /lien on the said goods for any unpaid dues.
15. In case of death of successful tenderer/licensee, the contract shall be treated as cancelled and his / her legal heirs / representatives will not be entitled to claim any right over the premises, or to continue to run the Canteen in the said vicinity.
16. The successful tenderer/licensee will have to deposit Rs. 50,000/- (Refundable after conclusion of contract) towards Security Deposit in this office in addition to Earnest Money Deposit. The said Security Deposit and Earnest Money Deposit will be invested as Fixed Deposit in a Nationalize Bank and the same will be returned to him with accrued interest thereon, after completion of contract or it's termination. The Earnest Money Deposit along with Security Deposit shall, however, be liable to be forfeited, in case, the licensee causes any damage to the premises/ deficiency in services and also against the outstanding license fee, if any.
17. The successful tenderer/licensee shall apart from Tender fee and EMD, deposit one month license fee in advance as security in the form of Bank Guarantee which shall be liable to be forfeited in case of default of payment of dues/license fee.
18. In case of any incident of accident, natural calamities (vis major) or force majeure or any other unforeseen incident, pandemic, epidemic, etc. the Principal District and Sessions Judge shall not be responsible for / or to compensate any loss caused to the tenderer or to any of

his/her workers or to any other person due to such incident.

19. The tenderer shall quote the Rent in **Annexure III**, rates of the items to be served as indicated in **Annexure IV** for the Staff/Advocates/General public, rates quoted for the special Goan food delicacies that would be served by the contractor for items indicated in **Annexure V**.
20. Rates of the items provided in the Canteen shall be charged as per the rates approved by the Principal District and Sessions Judge, North-Goa, Tiswadi, Merces, -Goa.
21. The tender will have to be submitted in two parts i.e. Technical Cover (documents as per eligibility criteria documents) and Financial Cover (as per Annexure X). The formats and documents to be submitted in Technical and Financial Covers are mentioned in the tender document. The Tenderer should submit their Technical and Financial Covers separately in two sealed envelops with proper labeling and these two envelops should be put into another one envelope with proper labeling of following information in bold:-

(1st Envelope) Technical

(2nd Envelope) Financial

CONFIDENTIAL/OPEN ONLY BEFORE THE COMMITTEE (Extreme Right hand Side of the Envelope)

NAME OF THE ASSIGNMENT:

TENDER NOTICE NUMBER AND DATE:

CONTACT NUMBER OF THE TENDERER :

To,
The Principal District and Sessions Judge,
Panaji, North Goa

22. The Technical and Financial envelopes should be clearly marked as Technical Cover & Financial Cover on the top of the relevant envelopes.

Tenderer must submit their tenders to the specified address on or before the last date and time for submission of tender as mentioned in above Schedule. The District and Sessions Court, North Goa will not be responsible for postal delay / any consequence in receiving of the tender. Any tender received after the deadline will be out rightly rejected.

23. The tenderer should disclose as to whether any of his/her family member or member of joint family is serving on the establishment of District and Sessions Court North Goa or Civil and Criminal Courts in the jurisdiction of North Goa. If yes, particulars there of shall be given along with prescribed Tender Form (Annexure-VI).
24. The contract will be terminated in a case, if tenderer conceals any information in respect of employment of his/her family member or member of Joint family working in the establishment District and Sessions Court North Goa or Civil and Criminal Courts in the jurisdiction of North Goa.
25. The tenderer should not be a party in any legal proceedings before any court in India and also no criminal offence should have been registered against tenderer. If any crime is registered then details must be given in Undertaking as per **Annexure-VIII**.
26. The tenderer must submit undertaking as per **Annexure-IX** regarding his/her blacklisting if any by any Government organization.
27. No Alcoholic drinks, Tobacco products etc shall be served in the canteen nor shall the employees of the contractor be permitted to consume alcoholic drinks or tobacco products within the precincts of the New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Mercas,-Goa. No employee shall also be allowed in the precincts of the office premises in an inebriated condition.
28. The canteen shall be open from **8.30 a.m. to 6.00 p.m.** and during the days/ time coinciding with the daily court working days/ hours or any

function/programme organized in the premises of the New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Merces, Goa. The Licensee shall not commence business on any holiday, unless prior approval is given by the Principal District and Sessions Judge or an authorized officer.

29. The Contractor will have to provide uniforms to his staff engaged in the canteen as approved by New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Merces-Goa.
30. All the employees of the Canteen Operator/ Service Provider should be free from any infectious diseases and they shall be subjected to quarterly check-ups at Goa Medical College, Bambolim. It shall be the responsibility of Canteen Operator/Service Provider to obtain a certificate to that effect.
31. The Canteen Operator/ Service Provider shall observe all the provisions under the Minimum Wages Act, the shops and Establishment Act, Labour laws or any other relevant rules in force of the Government, for operating the canteens. There shall not be any legal relationship what-so-ever between the District and Sessions Court, North Goa and the employees/worker to be appointed by the tenderer for the purpose of contract / service. The District and Sessions Court shall not be responsible for any acts, losses towards the said employees/workers and any other person.
32. The successful tenderer shall not engage any child labour, forced labour and compulsory labour for providing services.
33. The New District and Sessions Court and Civil and Criminal Courts, Tiswadi, Merces-Goa shall provide the items as detailed in **Annexure –II**. The Contractor shall be responsible for its proper cleanliness and maintenance. He shall bear the cost of any breakage/damage or loss to the furniture or any other items/material provided to him.
34. The tenderer shall give paramount importance for cleanliness and hygiene in the canteen and kitchen premises. The tenderer shall

make his/her own arrangement for disposal of the garbage i.e. dry & wet on a day to day basis. The furniture and utensils shall be kept neat and clean and the tenderer will provide pesticide treatment regularly every month at his/her own expenses. However, in case of failure on the part of the tenderer, the New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Mercas,-Goa, reserves the right to treat the Canteen premises with pesticides and recover the said amount with damages of Rs.1,000/-per treatment from the Canteen Contractor.

35. No person either the Contractor or any of the persons employed by him/her shall be allowed to stay overnight in the premises of the New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Mercas-Goa.
36. The attitude of the Contractor and his employees towards the staff of the New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Mercas,-Goa, as well as towards the Advocates, Litigants & general public should be polite and courteous.
37. The Contractor is bound to offer comments on the complaints lodged against him. He should display a complaints/suggestions register at a prominent place.
38. Food /snacks supplied by the contractor in the canteen and for the programmes etc should be fresh, healthy and prepared under hygienic condition.
39. The contractor shall use a water purifier to prepare tea, coffee and other related food items.
40. The canteen contract shall be initially for a period of one year in the first instance and thereafter same may be renewed on good performance annually until a period of 5 years with due concurrence by both the parties at the same or revised terms and conditions with yearly increase of 10% in the monthly rent.
41. Placement/installation of all necessary equipments of the kitchen shall be

the responsibility of the successful bidder and must be maintained by the bidder itself. However care must be taken by the bidder to not cause any infrastructural damage to the space provided.

42. The Principal District Judge, or any authorized Officer of the New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Merces-Goa, may at anytime, inspect the kitchen and in and around the canteen premises/space to ensure the cleanliness maintained and the quality of the items supplied. The contractor shall allow such persons to take any samples and also show the suggestion register, kept by the contractor.
43. The offer should be firm. Conditional offer will not be considered.
44. The Principal District & Sessions Judge, North Goa or any authorized Officer of the New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Merces-Goa, may advise the Contractor any suggestions towards cleanliness, hygiene and quality of the items served, as also complaints against him regarding services rendered in the Canteen. He shall be bound to follow such suggestions and/or rectify the causes of complaints.
45. The Contractor/Caterer should avoid use of plastic as far as possible.
46. Proper and clean crockery and other utensils should be used while serving the VIPs/ officers, staff of New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Merces-Goa, advocates the general public.
47. Once the tender is accepted, under no circumstances any concessions shall be given for reduction of monthly rent or increase in the rates of items served on account of any reason including the reasons like rainy season closure of Auditorium, premises for maintenance or other work etc.
48. The Contractor shall display a board indicating the rates of the items as approved by the New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Merces-Goa, at a prominent

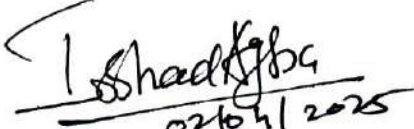
place clearly visible for the information of the staff, advocates & general public and under no circumstances rates of the items served shall be charged beyond the approved rates indicated on the board.

49. The tenderer shall not exhibit in the canteen premises any print or written notice or advertisement of any kind, whatsoever, without the prior approval of the competent authority of the District and Sessions Court, North Goa.
50. The successful tenderer shall pay all the taxes, duties and other charges chargeable now or hereinafter to be charged in respect of the said premises.
51. Only contractor to whom the contract is awarded shall be allowed to run the canteen and under no circumstances subletting of the contract shall be allowed.
52. The Principal District and Sessions Judge, North Goa, reserves the right of granting permission to the organizers of the events like conferences, meetings, seminars, festivals, etc. to host lunch/dinner/refreshments etc. at his own discretion and the canteen contractor will not have any claim over any amount towards service charges etc. from this department or the organizers.
53. The canteen premises shall not be utilized for serving lunch/dinner/refreshments etc. for the performance held outside the complex premises, neither the kitchen shall be used for cooking to cater to the outside orders by contractor.
54. For cooking purpose, the Canteen Contractor should use only gas stove. Use of kerosene stove or electrical stove is strictly prohibited.
55. The Canteen Contractor should obtain all the necessary licenses from Food & Drug administration and Directorate of Health Services, etc immediately, on accepting the work order.
56. The Canteen Operator/Service Provider may sell items on credit at his own risk and the Government shall in no way be held responsible or liable in part or full to pay for such sums of credit.
57. The licensee shall not make or post any commercial advertisement of any company, brand, establishment, firm or any of its product of food or any other product in the premises.
58. The Canteen Operator /Service Provider shall not proceed against the Government in any court of Law, Arbitration etc. on any ground and

shall be held responsible and liable for breach of contract, loss or damage by way of wages for his employees, compensation for his staff, cost of equipments etc.

59. All directives of the Directorate of Health Services of the Government of Goa and Food and Drugs Administration relating to food, cleanliness or any other matter will be applicable and binding on the Canteen Operator/ Service Provider.
60. In case of any food poisoning / contamination, the Licensee will be held fully responsible and he/she will bear all the expenses, damage caused due to food poisoning / contamination and shall be fully responsible for its legal consequences. The District and Sessions Court shall not be held responsible in any way and to any person in that regard.
61. The competent authority authorized by the District and Sessions Court, North Goa, reserves the right to revise rates of any item if found necessary.
62. The competent authority authorized by the District and Sessions Court, North Goa, reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.
63. The tenderer should submit the bio-data alongwith a nationalized photo Id proof, preferably Aadhar card and a valid police verification certificate of all the employees engaged by him/her in the New District and Sessions Court, North-Goa and Civil and Criminal Courts, Tiswadi, Merces Goa, canteen, before allowing any worker to work in the premises.
64. Health card shall be obtained by the Canteen Operator / Service Provider for his employees from the Health Department.
65. The tenderer should sign each and every page, forming part of the tender as token of his acceptance to the terms and condition mentioned therein.
66. The work order issued will come in force only on signing of the agreement. The cost of stamp paper will have to borne by the tenderer.
67. All the services should be committed to protect Environment, save Energy, Health and Safety of personnel involved in providing services.

68. The successful tenderer shall comply with the Environment, Energy, Health and Safety requirements.
69. The canteen contractor should have minimum turnover of Rs.4.00 lakh per annum.
70. Breach of any of the conditions of the contract or if the canteen facility is found unsatisfactory, it shall lead to the termination of the contract at any stage with one month's notice and the advance rent deposited shall be forfeited.
71. On expiry of license period/ termination of contract, the successful tenderer shall hand over vacant possession of the premises in a condition in which it was given in his possession without raising and dispute whatsoever and clear all dues, unless the contract is extended for a further period. He/she shall be liable to compensate any damage to the premises, if found at the time of vacating the premises.


02/10/2025

(Irshad Agha)

Principal District Judge and Sessions Judge
North Goa, Panaji-Goa

I ACCEPT THE ABOVE TERMS & CONDITIONS

(Signature of the Canteen Operator /Service Provider)

Full name and address of the person signing the tender documents (with seal)