



# OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY

**STATFED BUILDING, BHANGAGARH, GUWAHATI-781005**

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**Tender No. GMDA/GEN/84/2019/Pt-VI/20 Dated: 05/02/2021**

## **NOTICE INVITING TENDER (RE-TENDER)**

Guwahati Metropolitan Dev. Authority invites sealed bid from financially sound firms for **Leasing of space for setting of Cafeteria shop at Guwahati Ropeway Terminal at North Bank, Guwahati** for a lease period of 1 year.

Detailed tender documents can be downloaded from the GMDA's website <https://gmda.assam.gov.in>. The tender fee of Rs.1000/- to be deposited in form of Demand Draft/Banker's cheque payable to CEO, GMDA along with the bid document. The tender documents without tender fee would be rejected. Last date of submission of bid is **25/02/2021 upto 14:00 hrs.**

Authority reserves the right to make the changes to the terms of tender documents and reject any or all offers without assigning any reason thereof.

**sd/-**  
**(Umananda Doley, IAS)**  
Chief Executive Officer  
Guwahati Metropolitan Dev. Authority

**OFFICE OF THE  
GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY  
BHANGAGARH: GUWAHATI-5.**

**Tender No. GMDA/GEN/84/2019/Pt-VI/20 Dated: 05/02/2021**

**INVITATION FOR BID**

1. Guwahati Metropolitan Dev. Authority invites sealed bid from financially sound firms for **Leasing of space for setting of cafeteria shop at Guwahati Ropeway terminal at North Bank, Guwahati for a lease period of 1 year.**

i.	Sale of Tender Document	Starting : <b>08/02/2021</b> Closing: <b>25/02/2021</b>
ii.	Tender Document Fee	Rs. 1000/- (Rupees One Thousand)
iii.	Bid Security	Rs. 25,000.00 (Rupees Twenty Five Thousand)
iv.	Last date of submission of tender	<b>25/02/2021</b> upto 14:00 hrs. GMDA, Guwahati-5
v.	Date, Time & venue of opening of bids.	<b>25/02/2021</b> at 15:00 hrs. Conference Hall of GMDA, Guwahati-5
vi.	Signing of Agreement	Within 15 days of LOA

The above schedule is tentative GMDA reserves the right to modify the said Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

2. Detailed tender documents can be downloaded from the GMDA's website <https://gmda.assam.gov.in>. The tender fee of Rs.1,000/- to be deposited in form of Demand Draft/Banker's cheque payable to CEO, GMDA along with the bid document. The tender documents without tender fee would be rejected.
3. The tender documents duly completed along with **Bid Security** in the form of Bank Draft / Banker's Cheque / Bank Guarantee in favour of the "CEO, GMDA" payable at Guwahati from any Nationalised /Scheduled Commercial Bank shall be received up to the date of receipt as given above. These will be opened on the same date in the presence of the bidders or their authorised representatives, who choose to be present in the office of CEO, GMDA.
4. GMDA does not bind itself to accept lowest or any other bid and reserves the right to reject lowest or any other bid or all the bids and accept any bid either in the whole or in

part or split up the work between more than one bidder without assigning any reason whatsoever. The bidder shall be bound to execute the same at the quoted rate.

5. In case the date of opening of the tender as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time.
6. Any revision, clarifications, corrigendum addenda, time extensions etc. to this tender will be posted on the GMDA's website only. Bidders should regularly visit the website to keep themselves updated.
7. The Bid may be cancelled by the authority without assigning any reason. The bidders have no claim on the bid process on cancellation. In case of cancellation the security money shall be returned.

**sd/-**  
**(Umananda Doley, IAS)**  
Chief Executive Officer  
Guwahati Metropolitan Dev. Authority  
Bhangagarh, Guwahati-781005

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**SECTION-I**  
**INSTRUCTIONS FOR BIDDERS**

1. GMDA invites bid from experienced and financially sound firms for leasing of space for setting of cafeteria/shop at Guwahati Ropeway terminal at North Bank, Guwahati. The lease period shall be for one year extendable to period further for one year's terms on successful operation and at the sole discretion of the authority.
2. Lease space:
  - Three open spaces at the parking lot at North-West corner of the Guwahati Ropeway terminal at North Bank, Guwahati. The approx. area **130 sq. ft. per shop.**
  - **Minimum Base Amount of Monthly Lease Rent for per space :  
Rs.10,000/- (Rupees Ten Thousand Only) per month**
3. One bidder can quote only for one space only. Multiple bidding by same bidder will be treated as disqualification of all his bids.
4. Eligibility Criteria:
  - (a) The bidders may be individual, proprietorship, partnership firm, cooperative society, company validly existing in India, may submit their proposals.
  - (b) An entity duly constituted and/ or existing under the laws of India;
  - (c) The Bidder must be Indian citizen (in case of Individual);
  - (d) The contractor should have valid PAN number either in the name of proprietor or firm. (Copy should be enclosed along with technical bid).
  - (e) Undertaking for no criminal charges and blacklisted as on date of submission of bid.
  - (f) Tender fee of Rs. **1000/- as a non-refundable** in favour of "Chief Executive Officer, GMDA" payable at Guwahati must be enclosed along with the tender document.
  - (g) A demand draft/Banker Cheque of **Rs. 25,000/- (Rupees Twenty Five thousand only)** to be deposited as **Earnest Money Deposit** in favour of "Chief Executive Officer, GMDA" payable at Guwahati.
  - (h) The Technical Bid without complete information and supporting documents shall not be considered for evaluation of the Financial Bid.
5. **Submission of Proposal:**
  - i. The Bidder shall submit one copy of Technical Proposal in original and shall be placed in Envelope-1, which shall be sealed and marked "**ENVELOPE 1: TECHNICAL PROPOSAL**", followed by the name of the agency.
  - ii. The Financial proposal (in original) shall be placed separately in Envelope-2, which shall be sealed and marked "**ENVELOPE 2: FINANCIAL PROPOSAL**", followed by the name of the agency.
  - iii. Envelope-1 and Envelope-2 shall be placed into an outer envelope and sealed. This outer envelope shall be marked "Proposed", followed by the name of the agency.

- iv. This shall be sent to the address mentioned below, and shall get delivered either personally or through India Post before 2.00 pm on proposal Due Date.

**Address:**

**Chief Executive Officer**

**Guwahati Metropolitan Development Authority**

**Bhangagarh, Guwahati-781005**

Ph.: 0361-2529650/ 2529824 Fax: 0361-2529991

Email: [ceogmdaghy@gmail.com](mailto:ceogmdaghy@gmail.com)

- v. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for rejection of Proposal. Moreover, if the Financial Proposal is not submitted in a separate envelope sealed and marked as indicated above, the Proposal shall be declared non-responsive and hence rejected.
- vi. Any proposal received by the Client after the deadline for submission shall be not accepted and returned unopened.
- vii. The Technical Bids shall be opened in the presence on the interested applicant(s) on the stipulated date/time.
- viii. The Financial bid will be opened for only those bidders who have qualified in the technical bid. The date of opening of Price bid document shall be intimated to the respective qualified bidders later.
6. The validity period of the bid will be 180 days from the date of opening of tender documents.
7. The proposal must be accompanied with a **Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only)** in the form of Demand draft issued by a Nationalised bank in favour of CEO, GMDA, payable at Guwahati. The EMD shall be returned after completion of the bid process.
8. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents should be received within the stipulated.
9. Any incomplete bids or conditional bids or bids with wrong information shall not be considered and is liable to be summarily rejected in very first instance without any recourse to the bidder.
10. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached. No overwriting or cutting is permitted in the Price Bid Form. In such cases, the tender shall be summarily rejected.
11. The price bids shall be opened on the scheduled time and date given above in GMDA's Office located at Bhangagarh, Guwahati-5, in the presence of the representatives of the

bidders (restricted to two persons from the side of each bidder), if any, who wish to be present on the spot at that time.

12. GMDA reserves the right to annul all bids or discontinue this tender process, at any time prior to signing of the contract without assigning any reason otherwise.
13. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
14. The evaluation of the price bid will be considered of only those bidders who meet the eligibility criteria as mentioned above in the tender document and provide documentary proof of the same.
15. GMDA may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail cancellation of the bid of such bidder.
16. Once the GMDA notifies the successful bidder that its proposal has been accepted, GMDA shall enter into separate agreement/contract with the successful bidder and the terms and conditions of provisions of service, etc. shall be specified therein.
17. Any matter relating to the lease of space shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Guwahati, Assam.
18. Termination of the contract: The authority reserves the right to terminate the contract in case of gross breach of any terms and conditions of this contract by giving 30 days notice in writing. However, the contractor can also terminate the agreement by giving 90 days notice in writing to the Authority. The Authority also reserves its right, to claim damages for such breaches and the decision of the Authority in this regard shall be final.
19. Force Majeure:  
If the said premises or any part thereof shall be destroyed and / or rendered unfit for use due to any Act of God like earthquake, tempest, lightening, flood, air, enemy action or any other irresistible force or State intervention over which the parties have no control, the LESSEE shall have the option to terminate the agreement immediately on the happening of such event provided that, if only a portion of the said premises is destroyed or rendered unfit for use and if the same can be restored and / or made fit for use within one month from the date of such happening or within any other period that may be extended by the Lessee, the LESSOR shall restore and / or make the same fit for use at the LESSOR's own costs and in that event the Lessee shall not determine these presents but during the period such or restoration and / or repairs the rent payable

under this Deed shall proportionately abate on the basis of utility and /or the effect such destroyed and / or unfit part has on the working of the said Premises. On such happening the LESSEE shall not be entitled to raise any claim of whatsoever nature on the LESSOR.

Neither party shall be liable for poor sale or in performing obligations if the failure is due to any of the force majeure or anything beyond the control of either party. The party shall use all reasonable endeavours to minimize any such failure.

20. **CRITERIA FOR EVALUATION OF BIDS:**

Bids are evaluated on the basis of highest price offer. No conditional price bid shall be qualified for evaluation.

21. **Award of the contract:**

Three qualified bidder according to the highest quote shall be ranked as H1, H2 and H3 bidders. The successful bidder shall be required to **deposit full amount of quoted price for one year** within 7 days from the date of issue of Letter of Intent from this office. In case the H1 bidder fails or fails to deposit the same amount will lead to cancellation of his bid and H2 bidder will be asked to deposit his quoted amount for signing of agreement. In case H2 bidder fails the same shall be offered to H3 bidder. The payment shall be in the form of Demand Draft/Banker's Cheque from any Nationalized/Scheduled Commercial Bank drawn in favour of CEO, GMDA, Guwahati.

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## **SECTION-II**

### **TERMS AND CONDITIONS:**

1. The cafeteria/shop shall be set in **Kiosk or food van. No permanent structure is allowed.** The kiosk/food van design shall be on approval of GMDA.
2. The cafeteria service shall be provided from 08.00 hours to 18.00 hours on all working days. Except without the written permission of the Authority, the cafeteria will function on all Ropeways operating days.
3. Authority will not bear the expenditure for the setting up of stall/infrastructure as per the design approved by the Authority. The contractor to install Electrical sub-meter at his own cost and required to pay the electricity charges on actual basis. This shall be paid on or before 10<sup>th</sup> of every month on monthly meter reading basis separately by the contractor. Non-payment of electricity bill in time will lead to discontinuity of the agreement.
4. The selected bidder has to obtain licenses to run the cafeteria are: 1. FSSAI license 2. GST Registration specifying for selling of bakery items, non cooked items and beverages 3. Local Municipal Corporation trade license.
5. The contractor shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages generated from the cafeteria operations.
6. The contractor shall not keep the cafeteria closed on working days without prior permission from the authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by GMDA, as it may deem fit.
7. On award of the contract, the successful tenderer will have to file full details of the staff/crew/labour employed by him with GMDA administration along with copies of documents to prove their identity.
8. The staff/crew/labour employed by him need to wear proper uniforms and name tags provided by the contractor.
9. The Contractor will be responsible for obtaining verification certificate from the police department in respect of all employees deployed by him.
10. The contractor shall submit to authority a list of all workers engaged by him, indicating name, age, home address, qualifications, etc., and would also intimate as and when any change takes place. The tenderer shall not at any time engage any minor to carry out the work under the contract.

11. The contractor shall comply with all existing labour legislations and Acts, Provisions as applicable, such a Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any labour legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify GMDA, in case GMDA is held liable for the lapse if any, in this regard.
12. The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of Ropeway. The cafeteria staff shall leave the campus latest by 18.30 hours and shall be granted permission to enter the campus not earlier than 7.30 hours. However, special timings will be permitted with prior approval of the GMDA.
13. The contractor shall ensure that his staff shall have proper shave and clipped nails while in service in the cafeteria.
14. The staff engaged by the contractor shall: (a) Show professional courteous behaviour at all times. (b) Wear neat and clean work clothes, etc. (c) will not smoke beedies, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka, tobacco items etc.
15. The contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
16. GMDA reserves the right to call upon the contractor to remove any person employed/working in the cafeteria, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. The contractor will have to issue identity cards to its employees employed in the cafeteria. GMDA reserves the right to disallow the person not having the identity card.
17. The contractor's crew shall not be allowed to use any service area situated outside the cafeteria.
18. All the workers engaged by the contractor for carrying out tasks under this contract shall be deemed to be the employee of the contractor only. The contractor shall be solely responsible for purpose of their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The contractor shall also provide its workers uniform, photo-identity cards which shall be checked by the GMDA, as and when necessary.
19. GMDA shall not be responsible for the release of benefits, such a provident Fund, ESI, Pensionary benefits or allowances. Any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the contractor.

20. Contractor shall not sell any cigarette, beedi, pan, alcohol. In the cafeteria and in the GMDA Ropeway premises, if anyone is found indulged in these business the person shall be asked to leave the campus immediately and the contractor shall be liable to lose the contract for breach of this condition.
21. The contractor and his staff shall abide by various rules and regulations of GMDA a prevalent from time to time.
22. The contractor and his staff shall comply with all instructions and directions of the GMDA authorities given from time to time.
23. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
24. The contractor shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Authority immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
25. GMDA would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of GMDA rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the contractor or his staff. The decision of GMDA's management in this regard would be final and binding on the contractor. In such an even, GMDA shall have the right to engage any other contractor to carry out the task at the risk and cost of the existing contractor besides appropriating the security deposit and or any amounts due to the contractor.
26. GMDA reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. GMDA's decision in such situation shall be final and shall be accepted by the contractor without any objection or resistance. The contract can be terminated by either party, after giving one months' notice. The contract will be extendable by mutual agreement till alternate arrangements are made.
27. If the contract is terminated by the contractor without giving stipulated period of notice or fails to observe the terms and conditions of the tender, letter of award for the contract and the agreement signed by the contractor with the authotrity, the security deposit will be forfeited without prejudice to the GMDA management's right to proceed against the contractor for any additional damage that the authority suffers as a result of the breach of the aforesaid terms and conditions.

28. **The lease period of contract is for one year** from the date of award of contract for cafeteria premises. However the contract could be renewed further for two years terms at the sole discretion of the authority. In no cases the allotment shall be extended beyond third year.
29. If the lease period is renewed for further period there shall be 5% hike in rent for every year.
30. The contractor should not transfer the contract of the cafeteria services or sublet the same to anybody which may be treated as a breach of contract and the contract shall be liable to terminator without any prior notice with consequent penalty including forfeiture of security deposit. All expenses whatsoever for re-tendering the services will be recovered from the contractor.
31. **ITEMS SOLD**
- i. There shall be no cooking inside the cafeteria. The fresh juice making shall not be allowed. The list of items allowed to sold are listed at Annexure-I. However GMDA may add/delete the food items list at its own discretion.
  - ii. The food items containing ingredient of good quality are only allowed. Snacks and beverages should be of excellent quality and hygienic.
  - iii. The contractor should not keep any packaged items for sale which has already surpassed the date of expiry. The packed items should be sold only on MRP rate. The item details and rate of selling should be displayed in bold and visible manner. The displayed rate should have break up of selling price and GST legible.
32. **PENALTY**
- i. GMDA reserves the right to impose penalty on the contractor for any serious lapse in maintaining the quality and the services wilfully or otherwise by the contractor or his staff or for any adulteration.
  - ii. If the authority is not satisfied with the quality of eatables served, services provided or behaviour of the contractor or his/her employees, the contractor will be served with 24 hour notice to improve or rectify the defect(s), failing which the GMDA will be at liberty to take appropriate necessary steps as deemed fit.
  - iii. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the courts of Guwahati, Assam.

- iv. The facilitation charges is for per annum, delay in paying facility charges in stipulated time penalty up to 14% will be levied on the due amounts. Similarly for electricity charges.
- v. No separate water charges will be charged by the authority. The authority shall provide water sources within 50 m and it will be contractor's responsibility to lay the necessary to draw the water from the source. The Contractor shall make his own arrangement for purification of water. But the contractor should use the water very sparingly and shall not waste water. If found misusing of water penalty of to Rs.1000/- will be imposed for each event.

**Section III:**  
**BIDDER DETAILS FORM**

**GENERAL INFORMATION**

1. Name of the Bidder:
2. Whether Individual/ Firm/ Company :
3. Complete Office Address:
4. Contact No.
5. Type of Organisation : Individual/Partnership/Pvt. Ltd.
6. Year of establishment
7. Details of payment

SN	Particulars	Bank Details	Amount with date	Remark
1	Details of Tender cost			
2	Details of EMD Deposit			

8. Details of supporting documents enclosed with self-attested

Date:

Signature of the Tenderer  
Name :  
Designation :

Place

Office Seal

**Technical Bid form  
(On Bidders Letterhead)**

To  
The Chief Executive Officer  
Guwahati Municipal Dev. Authority  
Bhangagarh, Guwahati-5

Date:

**Ref: Leasing of space for setting of Cafeteria/ shop at Guwahati Ropeway terminals at North Bank, Guwahati.**

Dear Sir/Madam,

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender.

To meet such requirements and to provide services as set out in the tender document, we attach hereto our hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender or any such adjustments as may subsequently be mutually agreed between us and GMDA or its appointed representatives.

If our proposal is accepted, we will submit a **deposit full amount of quoted price for one year** as DD/Banker's cheque issued by a scheduled commercial bank in India as acceptable to GMDA.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with GMDA.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the GMDA is true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead GMDA as to any material fact.

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/firm/organisation and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Signature of authorised person  
Full Name :

Place

Seal:

**Section IV:**  
**Price bid format**  
**(On Bidders Letterhead)**

To  
The Chief Executive Officer  
Guwahati Municipal Dev. Authority  
Bhangagarh, Guwahati-5

Date:

**Ref: Leasing of space for setting of Cafeteria/ shop at Guwahati Ropeway terminals at North Bank, Guwahati.**

Dear Sir,

We have gone through the RFP and having fully agreed upon the terms and conditions set out herein. We are pleased to quote the lump sum amount for the License fee to be paid to the GMDA on yearly basis.

We confirm that the rates quoted are inclusive of all applicable taxes, cess and levies.

We also understand in the event of mismatch of the financial proposal stated in figure and words, the amount indicated in words shall prevail.

We confirm that our price proposal shall remain valid for a period of 180 days from the due date of submission of bids.

We also understand you are not bound to accept any Proposal you receive.

Date:

Signature of authorised person  
Full Name :

Place

Seal:



**PRICE BID**  
**(On Bidders Letter head)**

Leasing of space for setting of Cafeteria/ shop at Guwahati Ropeway terminals at North Bank, Guwahati.

<b>SN</b>	<b>Description</b>	<b>Amount in Rs</b>	<b>Amount in words</b>
1	Leasing of space for setting of Cafeteria/ shop at Guwahati Ropeway terminals at North Bank Guwahati for lease period of 1 year.		

Note:

1. The quoted rate is exclusive of taxes.
2. The amount quoted below base price of Rs 15,000/- per month shall not be accepted.

Date:

Signature of authorised person  
Full Name :

Place

Seal:

**Annexure-I:**  
**Food item list to be sold in Ropeway site at North Bank, Guwahati**

<b>Sl. No.</b>	<b>Items</b>
1	SNACKS
2	All Bakery products
3	Cup Noodles
4	Sandwiches
5	Burger/Hot dogs/donuts
6	Roll
7	Puffs
8	Somosas & other salted snacks
9	Sweets
10	Cakes
11	Chips
12	Beverages
13	Coffee ( machine make only)
14	Tea (machine make/dip tea only)
15	Juice Packaged
16	Packaged Drinking Water

**(Note : The packaged product to be sold on MRP only)**

**ANNEXURE-II**  
**SELF-DECLARATION – NO BLACKLISTING**  
**(On Bidders Letterhead)**

(Date)

To  
The Chief Executive Officer  
Guwahati Municipal Dev. Authority  
Bhangagarh, Guwahati-5

Dear Sir/Madam,

**Ref: Leasing of space for setting of Cafeteria/ shop at Guwahati Ropeway terminal at North Bank, Guwahati.**

In response to the above Tender Document by GMDA, I/We hereby declare that presently our Company/firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU/Autonomous Body.

We further declare that presently our Company/firm \_\_\_\_\_ is not blacklisted/debarred and not declared intelligible for reasons other than corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of Bid Submission.

In this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Place :

Date:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Seal:

**ANNEXURE-III**  
**Draft Contract Agreement**

**AGREEMENT BETWEEN THE CAFETERIA SERVICES CONTRACTOR AND GMDA**

Agreement executed on .....th day .....of .....2020 between

\_\_\_\_\_ (hereinafter called the contractor) and the Chief Executive Officer, Guwahati Metropolitan Dev. Authority (hereinafter called GMDA)

Whereas the contractor had tendered for the Cafeteria Services at Ropeway terminals GMDA, as per tender notification No. \_\_\_\_\_ dated \_\_\_\_\_ which tender notification shall form part of this Agreement a if incorporated herein.

Whereas GMDA has been pleased to accept the offer subject to the conditions stipulated in the, work order No. \_\_\_\_\_ dated, whereas the contractor has as security for the due fulfilment of his obligations under this deed deposited Rs. .... (Rupees .....only) on .....th .....2020.

NOW THESE PRESENTS WITNESS AS FOLLOWS:-

1. The GMDA will offer spaces measuring 130 sq. ft. at the Ropeway terminal building at North Bank for setting up a stall in Kiosk/Food van. The cafeteria services shall be provided between 08.30 hours to 18.30 hours.
2. GMDA will not bear the expenditure for the setting up of the stall/infrastructure.
3. The contract period is for one year from \_\_\_\_\_ to \_\_\_\_\_
4. The contractor shall get the prices of all items approved by the GMDA and no change whatsoever shall be made without the prior written approval of the GMDA. The contractor ha to display the list of beverages and product as mentioned in the quote with approved rate.
5. The contractor shall pay the charges of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) for one year lease period.
6. The contractor will be required to pay to GMDA electricity charges on actual basis along with pro-rata fixed charges levied by the Electricity Board for which sub-meters shall be installed by the contractor at his own cost. The Electricity Charges will be paid on or before 5<sup>th</sup> of every month on monthly meter reading basis.
7. The required water will be supplied by GMDA at free of cost; but the contractor should use the water very sparingly and shall not waste water.

8. GMDA reserves the right to terminate the contract without giving and notice in case the contractor commits breach of any of the terms of the contract. GMDA's decision in such a situation shall be final and shall be accepted by the contractor without any objection or resistance. The contract can be terminated by either party after giving three months' notice.
9. The contractor should not transfer the contract of the cafeteria services or sublet the same to anybody which action may be treated as a breach of contract and the contract shall be liable to be terminated without any further notice. All expenses whatsoever for the retendering the services will be recovered from the contractor.
10. The contractor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damage found, the charges should be recovered from the contractor.
11. The GMDA reserves the right to impose a penalty (to be decided by GMDA authorities) on the contractor for any serious lapse in maintaining the quality, hygiene and the services wilfully or otherwise by the contractor or his staff or for any adulteration.
12. The security deposit which shall remain with the authority during the continuance of the contract and it shall be released only after three months on expiry or termination of the contract subject to clearance of all dues by the contractor. No interest shall be paid on the security deposit.
13. If the GMDA is not satisfied with the quality of eatable served, services provided or behaviour of the contractor or his/her employees, the contractor will be served with 24 hour notice to improve or rectify the defect(s) failing with the GMDA will be at liberty to take appropriate necessary steps as deemed fit.
14. Waste and garbage disposal must be done twice a day on regular basis. And should keep the premises clean and hygiene all the time.
15. Notwithstanding, any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration terms thereof) shall lie only in the court of competent civil jurisdiction in court of Guwahati and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.
16. Further this office letter No. ....issued to the contractor will also form part of this agreement.