

TERMS & CONDITIONS

For Allotment of Space for Canteen and Departmental Store in the Newly Constructed GAD (SAW) Building at Mizoram Secretariat, MINECO, Aizawl

1. Preamble

These Terms and Conditions shall govern the allotment of designated spaces within the newly constructed building of the **General Administration Department (Secretariat Administration Wing)**, Government of Mizoram (hereinafter referred to as “*GAD (SAW)*”), to selected private business owners (hereinafter referred to as “*Licensees*”) for operation of **Canteen/Cafeteria Services** and a **Departmental Store** on license basis.

For administrative purposes, each canteen kitchen and departmental store space may be designated by **name or number** (e.g., *Kitchen–I, Kitchen–II, Departmental Store–I*). Any such designation shall have the same legal meaning as “canteen kitchen” or “departmental store” for the purpose of this document.

2. Nature of Allotment

The allotment shall be strictly on a **license basis**, and shall not create any ownership, tenancy, or leasehold rights. The premises shall remain at all times the property of the **Government of Mizoram**.

3. Selection Procedure

1. Advertisement and Bidding:

Selection of licensees shall be made by a duly constituted **Departmental Committee** through **Open Advertisement** inviting bids for the following spaces:

- Two (2) Kitchen Units (Canteen/Cafeteria)
- One (1) Departmental Store Unit

2. Bid Documents:

- The **Financial Bid** shall be submitted in **Form–A** (Annexure I), indicating the monthly license fee offered.
- The **Technical Bid** shall be submitted in **Form–B** (Annexure II), providing details of experience, financial soundness, manpower, proposed items/services, and other relevant information.
- Both forms shall be **submitted complete in all respects**, duly signed by the bidder. Incomplete forms or missing enclosures may lead to disqualification.

3. Evaluation Criteria:

The Departmental Committee shall evaluate bids on both **financial** and **qualitative** parameters. Selection shall not be based on bid amount alone but shall consider:

- Experience in similar services
- Financial capacity and reliability

- Quality and range of proposed deliverables
- Past performance, if any, in government or institutional settings

4. License Fee and Duration

1. Minimum Monthly License Fee:

- **Canteen Kitchen Space:** ₹8,000 per month (minimum bid)
- **Departmental Store Space:** ₹15,000 per month (minimum bid)

2. Payment:

The license fee shall be paid **on or before the 7th of every month**. Delay beyond the due date shall attract a penalty of **₹200 per day** until payment is made.

3. License Period:

The initial term of license shall be **two (2) years** from the date of possession, subject to compliance with all conditions.

Renewal may be considered by GAD (SAW) at its discretion based on performance and adherence to rules.

4. Security Deposit:

A refundable **security deposit equivalent to two months' license fee** shall be paid before taking possession. It shall be forfeitable partly or wholly in case of breach, damage, or non-compliance.

5. Obligations of Licensee – Canteen Kitchens

1. Operation:

The canteen shall operate **on all working days during office hours** and ensure adequate supply of food and beverages to staff and visitors.

2. Staffing:

Sufficient cooks and service personnel shall be deployed at all times to ensure smooth operation.

3. Menu and Price Control:

The menu and price list shall be submitted for **prior approval of GAD (SAW)**. Any change in menu or rates shall require written approval.

4. Hygiene and Food Safety:

The licensee shall maintain cleanliness and comply with all **Food Safety and Standards Authority of India (FSSAI)** norms.

The premises, utensils, and serving areas must be kept hygienic at all times.

5. Maintenance and Modifications:

Damage to the building or fixtures is prohibited. No structural or interior modification shall be made without written approval of GAD (SAW). Any approved modification shall be at the licensee's own cost, without any claim for reimbursement.

6. Utility and Service Charges:

Licensee shall bear all costs of **electricity, water, garbage clearance, and other incidental services** based on actual consumption or fixed charges as determined by GAD (SAW).

7. Common Dining Area:

The common dining space shall be shared courteously by both canteen licensees. Each licensee shall ensure cleanliness and cooperation in its maintenance. Electricity bill of the common dining area shall also be split equally between the canteen licensees.

8. Distribution of Food to Offices:

The licensee may distribute food items to offices. They shall be responsible for **collection, storage, and retrieval of plates, cups, saucers, and related items**, and for any **loss or damage** to government property during such activity.

9. Waste Disposal:

Proper waste segregation and daily disposal must be ensured as per local municipal and departmental guidelines.

10. Prohibited Activities:

Subletting, storage of inflammable materials, or unauthorized installation of LPG or electrical equipment is prohibited. Activities causing noise, nuisance, or obstruction are not permitted.

6. Obligations of Licensee – Departmental Store

1. Operation & Business Hours:

The departmental store shall be allowed to operate until 8:00 PM. Prior approval from the relevant authority is required for operations beyond this designated time.

2. Maintenance and Usage:

The departmental store licensee shall maintain the space, fittings, and installations in good condition and pay **monthly rent and electricity charges (including for air-conditioning)** punctually.

3. Goods and Conduct of Business:

Only permitted and lawful items may be sold. Sale of prohibited or expired goods is strictly forbidden. The store must display prices clearly and maintain hygienic standards.

4. Signage and Layout:

Installation of any signage, branding, or modification shall require prior written approval from GAD (SAW).

7. General Conditions Applicable to All Licensees

1. Inspection:

Officials of GAD (SAW) may inspect the premises at any time without prior notice to ensure compliance.

2. **Termination:**

- Either party may terminate the license by giving **one (1) month's written notice**.
- GAD (SAW) may terminate the license **without notice** in cases of breach, non-payment, subletting, or unhygienic practices.

3. **Indemnification:**

The licensee shall indemnify the Government of Mizoram and GAD (SAW) against all claims, losses, or damages arising out of negligence, misconduct, or violation of law by the licensee or their employees.

4. **Transferability:**

The license is **non-transferable and non-assignable**. Subletting or parting with possession in any manner shall lead to immediate termination.

5. **No Vested Right:**

The grant of license does not confer any right to renewal or ownership of the premises. Renewal, if any, shall be solely at the discretion of GAD (SAW).

6. **Dispute Resolution:**

Any dispute arising under these terms shall be referred to the **Administrative Head of Department, GAD (SAW)**, whose decision shall be final and binding.

Legal jurisdiction shall lie exclusively with the **courts of Aizawl District**.



(ALAN LALTHANZARA)

Deputy Secretary to the Govt. of Mizoram
General Administration Department
Secretariat Administration Wing

FORM – A

(For Submission of Financial Bid for Canteen/Cafeteria and Departmental Store at Mizoram Secretariat)

1. Name of Bidder : _____

2. Select the category(ies) for which the bid is submitted (check all that apply):

a. Canteen Services ☐b. Departmental Store ☐c. Both ☐

3. Registration No. and date : _____

4. Registered Address : _____

5. Contact No. : _____

6. Details of license fee offered : _____

Category	Minimum Bid for License Fee	Tendered Amount for Monthly License Fee <i>(in figures and in words)</i>
Canteen/Cafeteria	₹ 8,000/- p.m.	
Departmental Store	₹ 15,000/- p.m.	

Note: Bidders for the Canteen/Cafeteria or Departmental Store are required to fill up the above columns as per the category(ies) selected at Sl. No. 2.

Signature : _____

Name of Proprietor : _____

(In Block Letters)

Seal : _____

FORM – B

(For Submission of Technical Bid for Canteen/Cafeteria and Departmental Store at Mizoram Secretariat)

1. Name of Bidder : _____
2. Registered Address : _____

3. Details of Experience : _____

4. Details of Manpower Deployment :

Canteen Services		Departmental Store	
<i>Position</i>	<i>Number of Personnel</i>	<i>Position</i>	<i>Number of Personnel</i>
Chef/Supervisor		Store Manager	
Cooks/Helpers		Sales Staff	
Waiters/Servers		Cashier	
Other		Other	

5. Documents to be attached :

Canteen Services	Departmental Store
a. Copy of Proposed Menu b. FSSAI Certificate c. GST clearance (<i>if applicable</i>) d. Certificate of Police Verification e. Certificate of Caste (SC/ST) f. Financial Soundness Certificate (<i>from concerned bank</i>)	a. Trade License issued by Aizawl Municipal Council (AMC) b. Product Categories & List of Items c. GST clearance (<i>if applicable</i>) d. Certificate of Police Verification e. Certificate of Caste (SC/ST) f. Financial Soundness Certificate (<i>from concerned bank</i>)

Signature : _____

Name of Proprietor : _____

(In Block Letters)

Seal :