TERMS AND CONDITIONS FOR RUNNING CANTEEN AT DISTRICT COURT COMPLEX, ANAND.

1. The offers received in response to the Tender shall be scrutinized by the Canteen Committee, District Court, Anand.

2. The bidder/contactor should have **at least one office / Branch in Anand.** Documentary proof to the effect must be furnished. The bidder/contractor should have competent personnel stationed in the said Office/Branch in Anand.

3. The offer of the bidder who will, in the opinion of the Canteen Committee, be in a position to give best services in terms of food items of good quality at reasonable prices, will be accepted. The decision of the Canteen Committee shall be final.

4. Preference will be given to registered Non-Governmental Organizations ("NGOs") being run by women or Self Help Groups being run by women, for awarding contract to run Canteen.

5. Tender(s) received without the requisite tender fee will not be accepted/considered.

6. The amount of Security Deposit shall be **Rs.25,000/- (Rupees Twenty Five Thousand Only)**. The Security Deposit is to be deposited by the successful bidder/contractor in Nazir Brach, District Court, Anand **within 7 days** from the award of the contract.

7. The upset price of monthly Rent/Licence Fees is Rs.12,500/- [Rupees Twelve Thousand Five Hundred Only] determined and approved by the Canteen Committee. The said amount shall be the minimum monthly bid amount for participation in the tender process.

8. The Licensee shall pay the monthly rent / license fees to the District Court, Anand **in advance i.e. on or before the 5th day of every calendar month.** If the said monthly license fees or any part thereof, falls in arrears and remains unpaidfor a period of 60 days from the due date, then District Court, Anand shall have the right to terminate the agreement without any prior notice to the Contractor/Licensee in that regard and the Security Deposit shall be forfeited.

9. The period of Agreement shall be for **11 months and 29 days** from the date of agreement.

10. The Principal District Judge, Anand shall have the discretion to renew the

agreement for a further period of 11 months and 29 days on same terms and conditions, before expiry of the agreement.

11. The Contractor/Licensee shall provide all the food items and eatables as well as tea, coffee, beverages, etc. of good quality at reasonable rates as may be approved by the Canteen Committee and such details shall be displayed on a board at a conspicuous place in the Canteen. The Contractor/Licensee shall, at all times, maintain hygiene in the canteen.

    The Licensor has no liability whatsoever in case any litigation or complaint would arise on account of quality of food items, beverages and any liability because of the same or any other liability or litigation in relation to the operation of canteen or the employees of the contractor.

12. The Contractor/Licensee shall neither sublet nor part with possession of the premises of Canteen or any portion thereof, in favour of anyone else and the premises shall not be used for any other purpose. The Contractor/Licensee shall not put up any permanent structure or make any alterations or additions in the Canteen premises, without prior approval of the concerned Canteen Committee.

13. The Licensee shall not remove from the canteen, any of the articles or fixtures provided by the Licensor.

14. The liability of daily maintenance/cleanliness of the canteen premises shall be on the Contractor/Licensee at his/her/its own expenses.

15. It shall be liability of the Contractor/Licensee to regularly pay electricity consumption charges of the canteen premises regularly paid in Nazir Branch, District Court, Anand.

16. Property tax and/or any other taxes and/or charges of canteen premises,levied by the Municipal Corporation or any other competent authority shall be paid by the Contractor/Licensee and the photocopy of receipts of the payment of the said taxes/charges shall be submitted to the Nazir Branch, District Court, Anand..

17. It shall be responsibility of the Contractor/Licensee to obtain necessary license/s from the concerned Government Authorities as required by laws for running the canteen immediately from the date of awarding the contract and before starting the canteen. The remuneration of the employees of the canteen shall be as per prevailing laws. The Contractor/Licensee shall not engage child labours in the canteen and shall follow all the rules and regulations of the Government and Labour Laws scrupulously.

18. The Contractor / Licensee shall keep the entire canteen premises absolutely neat and clean. He / She shall dispose garbage before and after the court hours daily.

19. No person, who is suffering from contagious disease and / or who has criminal antecedent, shall be employed by the Contractor/Licensee in the canteen and shall get the police verification of the employees done before employing them. Thestaff of the canteen and any other persons shall not be permitted to use the canteen premises as rest room or lodging house.

20. The Contractor/Licensee shall provide furniture, utensils and crockery of good quality at his/her/its own costs and shall keep the same in clean and hygienic condition. The surroundings of the canteen should be kept clean and any grievances with regard to this, will empower the Canteen Committee to discontinue/terminate the contract at any time, without giving any notice.

21. The conduct and behavior of the Contractor/Licensee as well as his/her/its staff members must be courteous and cooperative towards District Court employees, Advocates, and litigating public visiting the canteen.

22. The Contractor/Licensee shall provide uniform to its staff members at his/her/its own cost.

23. The timings of the canteen shall be from 8.00 a.m. to 7:00 p.m. only during the office working days of Court. The canteen shall remain closed on all Sundays, closed Saturdays and Public Holidays. The Principal District Judge, Anand reserves the right to decide/modify the timings of the canteen, depending upon circumstances.

24. The canteen committee and / or any Officer authorized by the canteen committee shall carry out inspection of canteen from time to time, to ascertain as to whether the Contractor/Licensee complies with the terms and conditions agreed upon and the quality of the food and beverages or any other items sold in the canteen.

25. The District Court, Anand shall not be liable for any damage caused to or loss incurred by the Contractor/Licensee either by any act of God or natural calamity or for any other reasons or due to fault/negligence on his/her/its partor on part of his/her/its employees.

26. The Contractor/Licensee shall not keep, store, sell, deal with or allow the sale of any item which is prohibited by law and which is injurious to health viz. bidi, cigarettes, gutkha etc.

27. The Contractor/Licensee shall not store any explosive or hazardous or dangerous items in the canteen premises.

28. The Contractor/Licensee shall give **Two month's notice** to the Licensor in case he/she/it intends to vacate the canteen premises any time before the expiry of the period of Agreement. He/She/it shall also deposit the license fee of two month(notice period) in advance and also pay the average light bill and tax bill, before the date of the termination of the contract.

29. Notwithstanding anything contained elsewhere in terms and condition, Licensor shall have the absolute right, at its sole discretion, to terminate the contract at any time, with immediate effect, without giving any prior notice to the Contractor/Licensee and without assigning or stating any reason whatsoever. Upon such termination, contract shall stand terminated with effect from the date of such termination, and the Contractor/Licensee shall immediately cease all activities and exercise of rights under the contract.

30. On expiry of the period of contract, the Contractor/Licensee shall hand over vacant and peaceful possession of the Canteen to the District Court without raising any dispute whatsoever, failing which, the Canteen Committee shall be entitled to take over the possession of the Canteen. The Contractor/Licensee shall remove all the movable articles brought by him/her/it in the Canteen premises, before handing over vacant and peaceful possession of the Canteen premises to the District Court. No rights shall be created in any manner nor shall be claimed by the Contractor/Licensees by virtue of this agreement.

31. In case of loss or damage to any furniture, fixtures, fittings, etc, provided by the Court in the Canteen premises and/or the Court building caused by the Contractor/Licensee or his/her/its employees due to negligence or otherwise, the cost thereof shall be recovered from the Contractor/Licensee and/or the same shall be deducted from the amount of Security Deposit.

32. In case of breach of any of the aforesaid terms and condition and insolvency or non-payment of electricity charges and other charges / taxs, contract shall stand terminated forthwith and the Contractor/Licensee shall have to hand over vacant and peaceful possession of the canteen premises to the District Court, Anand without raising any disputes whatsoever.

33. The expenses for drafting of Agreement, stamp duty, etc. shall be borne by the Contractor/Licensee.

34. The Contractor/Licensee shall follow all the prevailing laws, Government

Resolutions, Notifications and Circulars applicable from time to time and for any breach of the same, the Contractor/Licensee shall be personally liable.

35. The Contractor/Licensee shall not increase the prices of food and others items in the canteen without prior permission of the canteen committee.

36. The Contractor/Licensee shall not provide expired date products. He/She shall periodically check the expiry date of the beverages regularly and shall not keep the expired date products in the canteen.

37. The Principal District Judge, Anand and/or the Canteen Committee shall be at liberty to add/alter/delete/modify any of the conditions in the agreement, as it may deem fit.