

DISTRICT COURT, SURAT

TERMS AND CONDITIONS FOR CONTRACT TO RUN

CANTEEN :

1. The offers received in response to the Tender, shall be considered by the Canteen Committee.
2. The offer of the Bidder who will, in the opinion of the Canteen Committee, be in a position to give the best services and food items of good quality at reasonable prices, will be accepted. The decision of the Canteen Committee shall be final.
3. **The Canteen Committee shall give preference to registered Non Governmental Organizations (“NGOs”) being run by women such as SEWA etc. or Self Help Groups being run by women, for awarding contract to run Canteen. The agreement shall be executed by the Principal District Court, Surat.**
4. The amount of Security Deposit shall be Rs.25,000/- (Rupees Twenty five Thousand only) for Canteen of District Court, Surat. The Security Deposit is to be deposited by the successful Bidder in the Office of the District Court as may be directed by the Hon'ble Principal District Judge, Surat.
5. There shall be upset price of Rs.10,000/- (Rupees Ten Thousand only) as monthly Rent/Licence Fees. Further, this monthly Rent/Licence Fees and other Terms and Conditions shall be reviewed by the High Court every 3 year, if required.
6. The Monthly Rent/Licence fees shall be paid to the District Court on or before the 5th day of every calendar month. If the said Monthly Rent/Licence Fees or any part thereof falls in arrears and remains unpaid for a

period of 60 days from the due date, the Court can terminate the agreement without any notice to the Contractor/Licensee in that regard and the Security Deposit shall be forfeited.

7. The period of Agreement shall be for **11 months and 29 days** from the date of agreement.
8. The Principal District Judge, Surat shall have discretion to renew the agreement for a further period of 11 months and 29 days on the same terms and conditions **and/or in addition to other terms as the case may be and conditions** before the expiry of the agreement.
9. The Contractor/Licensee shall provide all the food items and eatables as well as tea, coffee, beverages etc., of good quality, in hygienic condition and at reasonable rates and quantity as may be approved by the Canteen Committee and such details shall be displayed on a board at a conspicuous place in the Canteen and outside the canteen also. Further, the Contractor/Licensee shall provide only vegetarian food items.
10. The Contractor/Licensee shall not sublet or 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 be allowed to put up any permanent structure or make any alterations or additions to the Canteen premises without prior approval of the Canteen Committee.
11. The liability of daily maintenance of the Canteen premises shall be on the Contractor/Licensee at his/her/its own expenses.
12. It shall be liability of the Contractor/Licensee to pay regularly Electricity consumption charges of the Canteen premises and copy of the receipt for the same shall submit to this Office.

13. It shall be responsibility of the Contractor/Licensee to obtain necessary licence/s from the concerned Government Authorities as required by laws for running 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 labourer in the Canteen and shall follow all the rules and regulations of the Government and the Labour Laws scrupulously.
14. No person, who is suffering from contagious disease and/or who has criminal antecedent, shall be employed by the Contractor/Licensee in Canteen. The staff of the Canteen and any other person shall not be permitted to use the Canteen premises as rest room or lodging house.
15. The Contractor/Licensee shall provide utensils and crockery of good quality at his/her/its own costs and shall keep the same in clean and good condition. Hygienic level in food quality should be maintained and surroundings should be kept clean and any grievance with regard to this, will empower the Canteen Committee to discontinue the agreement at any time without giving any notice. The Contractor/ Licensee shall not keep any items, which are prohibited by law. **Details of every staff member employed by the Contractor/Licensee shall be given to District Court, Surat. 2. If contract/Licenses, changes/replaces any staff member/employer then details of new recruited staff/person shall be given to District Court, Surat withfrom her/his recruitment 3. List of Person/Staff employed shall provided to District Court, Surat, Which Shall be Cross Checked by Court, Surat of any time for 4. Sharing of any false information/hidings details of staff, employee shall be viewed seriously and Shall entail Legal Consequences**

16. The conduct of the Contractor/Licensee as well as his/her/its staff members must be courteous and co-operative towards Officers and Employees of Court/Advocates and litigating public visiting the Canteen. The Contractor/Licensee shall provide uniform to staff members at his/her/its own cost.
17. The timings of the Canteen shall be **between 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.
18. The Committee will carry out inspection of Canteen from time to time to ascertain as to whether the Contractor/Licensee complies with the terms agreed.
19. The Court shall not be liable for any damage caused to or loss incurred by the Contractor/Licensee either by the act of God or natural calamity or for any other reason or due to fault/negligence on his/her/its part or part of his/her/its employees.
20. On expiry of the period of Agreement, the Contractor/Licensee shall hand over vacant and peaceful possession of the Canteen to the Court without raising any dispute whatsoever, failing which, the Canteen Committee will take decision to take over possession of the Canteen. No vested right shall be created in any manner nor can be claimed by the Contractor/Licensee by virtue of the agreement.
21. 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 the same shall be deducted from the amount of Security Deposit.

22. In case of breach of any of the aforesaid terms and conditions or insolvency or non-payment of electricity charges and other charges/taxes, the agreement shall stand terminated forthwith and the Contractor/Licensee shall have to hand over vacant and peaceful possession of the Canteen premises to the Court without raising any dispute whatsoever.
23. All the dues of the Court shall be paid by the Contractor/Licensee before vacating the Canteen premises. The expenses for drafting of Agreement, stamp duty etc., shall be borne by the Contractor/Licensee.
24. 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 responsible.
25. The Contractor/Licensee Shall install CCTV Cameras for security purpose at his/her/its own expenses.
26. The Contractor/Licensee shall install adequate fire safety instruments for safety purpose as per the prevailing rules and regulation in the canteen premises at his/her/its own expenses.
27. It shall be liability of the Contractor/Licensee to pay the tax of Surat Municipal Corporation, if any in relation to canteen and copy of the receipt for the same shall submit to this Office.
28. The tendering agency/institution should have an average annual turnover of 50 lakhs or more, for the last three years. For this, the audited income statement of the last three years (year 2021-2022, year 2022-2023, year 2023-2024) has to be uploaded on GeM Portal.
29. The tendering agency/institution has to upload online Solvency

Certificate of Rs.5 lakh or more. Solvency certificate should not be more than one year old.

30. The Contractor/Licensee shall dispose of garbage at his/her/its own expenses.
31. The carriage Vehicle shall not be permitted in the Court premises during the Court hours due to avoid difficulties to the public at large, except any special circumstances.
32. The Contractor/Licensee shall not be allowed to hike rate of food items without prior approval of the Canteen Committee and/or the Principal District Judge, Surat.
33. The bidders shall undertake to accept the terms and conditions mentioned herein-above.