PRL. DISTRICT AND SESSIONS COURT, MANDYA

ADMN/01/2026 Dated:19.01.2026

"RE - TENDER NOTIFICATION"

e-Tender invitation for Awarding Contract for Running Canteen in the premises of District and Sessions Court Complex, Mandya.

Office of the Prl. District and Sessions Judge, Mandya

Prl. District and Sessions Court, Mandya
Court complex, Mandya -571401

For more information on Canteen details, please contact:
Phone: 08232-224124
e-mail: pdjmandya@gmail.com

INTRODUCTION:

(1) Tender is invited in the prescribed format from Proprietors/Firms/Agencies and other legal entities to provide Catering/ Running Canteen service. The bidder has to submit the proposal along with EMD of Rs. 20,000-00 (Rs. Twenty thousand only), same can also be in the form of irrevocable e-bank guarantee as per the new circular Government of Karnataka in circular No.AE-5 expenditure-12/2020-23, dated:10.02.2023. Government of Karnataka, Bengaluru on License to run the Canteen.

The document is available on the internet in KPP portal of Government of Karnataka i.e.,

https://pp.karnataka.gov.in/#/portakl/searchpTender/live:under the Department **District Judiciary, Mandya** the same can be downloaded from the internet.

It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the said website: i.e., https://kppp.karnataka.gov.in/

The bidders will be required to register themselves with the centre for e-Governance to participate in the bidding process and also get necessary digital signature certificates.

(2) The completed document "Request for Proposal" should be submitted or before **09.02.2026** at 05.30 p.m. The technical proposal will be opened on **10.02.2026** at 5.30 p.m. A detailed time schedule of the tender is as here under through KPPP portal only.

Tender Schedule

Tender Description	e-Tender invitation for Awarding Contract for Running Canteen in the premises of District and Sessions Court Complex, Mandya.
Tender reference number and date	ADMN/01/2026, Dated: 19.01.2026.
Approximate value of tender	Upto 6,66,000-00 per year approximate (Rs.55,500-00 per month)
EMD Amount	Rs.20,000-00
Date of commencement of Tender	19.01.2026
Last date and time for receipt of tender forms	09.02.2026

Time and date of opening of Tenders	Technical bid 09.02.2026 at 5.30 p.m. Financial bid 10.02.2026 at 5.30 p.m.
Place of opening of technical tenders	Chamber of Prl. District and Sessions Judge, Mandya.
Address for communication.	District & Sessions Court, Court complex, Mandya.

(3) **On behalf of** "Prl. District and Sessions Judge, Mandya" is processing this tender.

(4) For any clarification or other information, bidder may contact "Prl. District and Sessions Judge, Mandya".

19/1/26

(T.N.Shivakumar)
Chief Administrative Officer,
District & Sessions Court,
Mandya.

Chief Administrative Officer
District and Sessions Court
MANDYA.

A Brief information on "**REQUEST FOR PROPOSAL (RFP)**"

1. For awarding of the contract for running "Canteen" in the premises of District and Sessions Court Complex, Mandya.

2. Proposals in Electronic Form invite from Legal entities/professional Firms/Agencies/Interested Caterers to participate in the tender for awarding contract towards running "Canteen" in the premises of District and Sessions Court Complex, Mandya on License.

3. The proposal has to be submitted along with Earnest Money Deposit (EMD) of Rs. 20,000-00.

4. The EMD shall be credited to the account of Centre for e-Governance. EMD amount will have to be submitted by the Bidder taking into account of the following conditions:

a) EMD will be accepted only in the form of Demand Draft or Bank Guarantee and will be maintained in the Government's Central Pooling account until the Tender process is finalized.

b) The entire EMD amount for a particular tender has to be paid in a single transaction.

4.1 The EMD shall be returned to the unsuccessful Bidder within a period of four (4) weeks from the date of announcement of the Successful Bidder. The EMD submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner as stipulated in the Agreement.

4.2 The EMD shall be forfeited in the following cases:

a) If the Bidder modifies or withdraws the proposal;

b) If the Bidder withdraws the Proposal during the interval between the proposal due date and expiration of the Proposal Validity period;

c) If the Successful Bidder fails to provide the Performance Security and to execute the agreement within the stipulated time or any extension thereof provided by the Prl. District and Sessions Judge, Mandya.

d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;

5. The letter of invitation, terms of reference and information for consultants are enumerated in this request for proposal.

19/11/26

(T.N.Shivakumar)
Chief Administrative Officer,
District & Sessions Court,
Mandya.

Chief Administrative Officer
District and Sessions Court
MANDYA.

LETTER OF INVITATION

Sub: Request for proposal of the contract for running "Canteen" in the premises of District and Sessions Court, Court Complex, Mandya.

* * *

You are hereby invited to submit Technical and Financial proposal for awarding of the contract for running "Canteen" in the premises of District and Sessions Court, Court Complex, Mandya, for a period of **three years** from date of execution of agreement.

The Prl. District and Sessions Judge, Mandya, invites e-tender from eligible tenderers for awarding of the contract for running "Canteen" in the premises of District and Sessions Court, Court Complex, Mandya, for a period of three years as per details given in the invitation for tenders.

- Online Tenders are invited from reputed Firms/Caterers/Agencies for awarding of the contract towards running "Canteen" in the premises of District and Sessions Court, Court Complex, Mandya.

- It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.

- The Bidders are advised to submit the Bids well in advance before the due date as the Prl. District and Sessions Judge, Mandya will not be liable or responsible for non-submission of the bids on account of any technical problems in connectivity services used by the bidder.

1. Scope of Work:

The scope of work required to be carried out by the bidder should cover and include the following for awarding of the contract for running **"Canteen"** in the premises of District and Sessions Court, Court Complex, Mandya.

- The food should be prepared and supplied to Advocates, Public Litigants, Court staff as per the order placed by them, then and there immediately only on Contractual rates.

- The canteen area totally measures 451.08 builder (plinth area 212.155) of empty site 238.93 Square meters

consisting of the kitchen, dining and the utility area. The same will be provided on License basis for a period of three years.

- The successful bidder shall prepare and provide food to Advocates, Public Litigants, Court Staff as per the order placed by them, then and there only on Contractual rates will be decided at the time of pre-bidding meeting as detailed in **Annexure 2.**

- The successful bidder is required to prepare and serve good quality and hygienic food to Advocates, Public Litigants, Court Staff as per the order placed by then and there only on Contractual rates.

- On usual working days, the successful bidder is required to prepare and serve food to Advocates, Public Litigants, Court Staff, Mandya.

- The successful bidder shall use good quality utensils for preparing the food and shall use good quality crockery's for serving the food.

- On General Holidays, the successful bidder is not required to prepare food.

- PBG-Security deposit: Considering the scope of the work and the equipments installed in the kitchen, the successful bidder is required to furnish security deposit an unconditional and irrevocable PBG / e-Bank Guarantee:

- Upon successful bidder, Performance Bank Guarantee (PBG)/e-Bank Guarantee of an amount for Rupees equivalent to10 times (Ten months) mutually agreed monthly license fees shall be paid within 15 days favourable in the name of Prl. District and Sessions Judge, Mandya.

- No interest will be payable by the Prl. District and Sessions Judge, Mandya on the amount of the PBG Bid Security deposit.

- The said bank guarantee shall be furnished before entering into agreement i.e. within 15 working days from the date of the issue of the Letter of Intent. The bank guarantee shall be valid till the expiry of the service plus one month. If the successful bidder fails to furnish the bank guarantee as stated above, the award of the contract/tender will be cancelled.

- Contractor may be awarded to the bidder who bids highest rate of rent/license fees and lowest prices of Food items shown in **Annexure-1.**

- **The Prl. District and Sessions Judge, Mandya, does not bind itself to accept the tender quoting lowest rates for the food items mentioned in Annexure-1 or any other tender and reserves itself the right of accepting or rejecting whole or any part of the tender.**

- **The entire tender process may be cancelled without assigning any reasons.**

- The Prl. District and Sessions Judge, Mandya or his authorized Officer/s are empowered to inspect the premises and test the quality and quantity of the food supplied in the canteen and to look into any grievances of the Advocates, Public Litigants, Court staff, Mandya.

2. The request for proposal contains the following documents.

a) Terms of Reference.
b) Financial Proposal Standard Form (Annexure-01).
c) Technical Proposal Standard Form (Annexure-02).

3. In order to obtain more information on the assignment, it is considerably desirable that a representative of your firm can visit the office of the District and Sessions Court, Mandya for inspection before submitting the proposal with a prior appointment by **the Prl. District and Sessions Judge, Mandya.**

4. A pre-proposal conference is open to all the prospective Bidders which will be held on 28.01.2026 at 05.30 p.m. at the Chambers of **the Prl. District and Sessions Judge, Mandya.** The Prospective agencies/firm/caterer will have opportunity to obtain clarifications regarding the scope of work, contract conditions and any other pertinent information.

5. Period of Contract:

The contract for running canteen in the premises of District and Sessions Court, Court Complex, Mandya shall be for a period of three years from the date of the executing the service level agreement. This may be extended on the mutually acceptable terms, for a period as per the office requirement of to District and Sessions Court, Mandya.

6. Eligibility for Bidder:

6.1 The bidder must have a minimum experience of 3 (Three) years in the field of catering/running canteen or hotel. The copies of receipts for having paid the Income Tax, GST, Service Tax and other taxes and charges shall be submitted along with the tender.

6.2 The Bidder must have a Firm/ Agency/Proprietors/Legal Entities/Caterer registered under the provisions of the Act or A firm Registered in Karnataka with the Competent Authority.

6.3 Agency/Firm/Caterer should have a Certificate of legal status, Place of Registration and principal place of business of the firm.

6.4 Agency/firm/Caterer should have a GST Registration.

6.5 Agency/Firm/Caterer should have an acknowledgement of Income Tax returns filed in the last three years.

Bidders failing to meet the Technical criteria shall not be considered for Financial Bid evaluation.

7. The **"TECHNICAL PROPOSAL"** should include the description of the Agency/Firm/Caterer and their general experience in the field of assignment, qualification and competency of the personnel proposed for the assignment.

7.1. The **"TECHNICAL PROPOSAL"** should include the following & all the copies should be duly attested by a Notary or any Gazetted Officer.

Sl. No	Description	Annexure as-	Remarks
1	List of Food items and price including monthly license. and electricity bill	Annexure-1	To be uploaded in commercials of e-Procurement portal only
2	Technical Bid form	Annexure-2	To check all items to are complied and upload
3	Not being Black Listed Declaration	Annexure-3	To Upload
4	PAN issued by the Income Tax Dept. (a copy of PAN to be enclosed)	Annexure-4	To upload
5	Registration & incorporation particulars of the Firm. (If	Annexure-5	To upload

	Partnership or Proprietorship, please indicate registration details obtained from local authority)		
6	Bank Details: Name and address of the Bank: Bank Account No. Type of Account	Annexure-6	To Upload
7	Details of Technical and Supervisory Staff proposed to be deployed	Annexure-7	To Upload
8	Annual Turnover for the year 2022-23, 2023-24, 2024-25	Annexure-8	To Upload
9	Audit balance sheet and profit and loss account for the years 2022-23, 2023-24, 2024-25	Annexure-9	To Upload
10	Income tax returns filed for the year 2022-23, 2023-24, 2024-25	Annexure-10	To Upload
11	Documents to prove the ownership/ name of firm providing Canteen Service required in this tender.	Annexure-11	To Upload
12	EMD payment details in e-Procurement portal only	Annexure-12	To Upload
13	Details of Bidder	Annexure-13	To Upload
14	License agreement-SLA-Service Level Agreement	Annexure-14	For reference and to be executed in case of successful bidder before work execution.

The financial quotes submitted by technically qualified bidders will be opened in the e-procurement portal. Bidders shall quote all-inclusive prices (i.e. price inclusive of GST, duties, labour charges, fees, levies, works contract tax, freight, forwarding service and other charges as may be applicable). This price shall be quoted by the bidders directly in e-procurement portal. Each individual column shown in **Annexure-1,** is to be filled compulsorily on the e-procurement portal.

Price to be quoted should be inclusive of all applicable taxes and charges and the total amount shall be entered in the e-Procurement portal for each column shown in **Annexure-1.**

Not with standing the above, the District and Sessions Judge, Mandya, reserves the right to cancel the tender if the prices quoted by the bidder is not beneficial to the Institute or for any Sessions whatsoever, without assigning any reasons.

7.2. **General Instructions and Bidding Process:**

1. This invitation for bid is open to all Indian firms and individuals who fulfil pre-qualification criteria as specified in the Tender.

2. Breach of general or specific instructions for bidding, general and special conditions of contract with Government of Karnataka or any of its user organizations during the past 3 years may make a firm/individual ineligible to participate in the bidding process.

3. Any specific caterer/Firm/Agency shall submit only one bid, and a single caterer/Firm/Agency submitting more than one bid shall be disqualified and liable to be black-listed.

8. Procedure for Submission of Bids:

(a) Tender Processing Fees:

Bidder can download the tender document free of cost from the e-procurement portal (https://kppp.karnataka.gov.in). Any interested bidder shall pay tender processing fee as specified in the e-Procurement portal. The tender processing fee has to be paid through any of the e-payment options available in the portal:

(b) Mode of Submission:

All interested bidders shall pay EMD and Tender Processing fee and submit their Technical and Financial Bids responses electronically using the unified e-Procurement platform of the Government of Karnataka. The e-Procurement portal is available at: https://kppp.karnataka.gov.in Bidder shall submit the tenders only through the said e-Procurement portal before the scheduled date and time for the bid submission.

(c) Authentication of Bid:

The response bid shall be signed by the Bidder or a Sessions or persons duly authorized by the Bidder. A letter of authorization shall be supported by a power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated and stamped by the Sessions or persons signing the bid.

(d) Validation of interlineations in Bid:

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the

Bidder, in which case such corrections shall be initialed by the Sessions or persons signing the bid.

(e) Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of bid including cost of presentation.

(f) Clarification on Tender Document:

A prospective Bidder requiring any clarification on the Tender Document may submit his queries, in writing by e-mail: pdjmandya@gmail.com on or before pre bid meeting The queries must be submitted in the following format only:

Sl. No.	Sessions No./Clause No.	Page No.	Reference/ Subject	Clarification Sought

The queries not adhering to the above-mentioned format may not be responded. The bidder shall submit a copy of quarries to the Chief Administrative Officer, District and Sessions Court, Mandya at the time of pre bid meeting to take necessary steps as deems fit, if required.

The Chief Administrative Officer, District and Sessions Court, Mandya will respond to any request received for clarification to queries on the Tender Document received not later than the dates prescribed in Invitation for Bids / Key events and dates.

(g) Bid Prices:

The Bidder shall indicate price in the prescribed format. Prices should be shown separately for each category/specification of the Menu as detailed in the Tender Documents. In the absence of above information as requested, the bid may be considered incomplete and hence rejected. The price components furnished by the Bidder in accordance with format below will be solely for facilitating the comparison of bids by the **District and Sessions Judge, Mandya.**

The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the scope of work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the **Prl. District and Sessions Judge, Mandya.** The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents in due diligence and it shall be the responsibility of the Bidder to meet all the requirements of the tender documents.

(h) Firm Prices:

Prices quoted in the bid must be final. However, the **Prl. District and Sessions Judge, Mandya.,** reserves the right to negotiate the prices quoted in the bid if found necessary due to change in circumstance that prevailing when the tender floated.

The Financial bid should clearly indicate the price to be charged and should include GST, duties, fees, levies, works contract tax, freight, forwarding service and other charges as may be applicable in relation to the activities proposed to be carried out including Service Tax as applicable. Prices in any form or by any Sessions before opening the Financial Bid should not be revealed, failing which, the offer shall be liable to be rejected.

(i) Bid Currencies:

Prices shall be quoted in Rupees.

(j) Bidder Qualification:

The "**Bidder**" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Proprietor/Owner of the firm or his duly Authorized Representative, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the Proprietor/Owner of the firm.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted Proprietor/Owner of the firm or the company.

(k) Bid Security (Earnest Money Deposit):

The Bid shall contain EMD amount of Rs.20,000-00 (Rupees Twenty thousand only) and shall be paid through any of the e-payment options available or through e-bank guarantee in the portal (https://kppp.karnataka.gov.in):

1. The bidder shall be disqualified in the Technical Evaluation process if the prescribed EMD is not submitted along with the bid. The EMD (bid security) of the unsuccessful Bidder/s will be discharged / returned as promptly as possible.

2. No interest will be payable by the District & Sessions Court, Mandya on the amount of the Bid Security.

The bid security may be forfeited:

(i) If a Bidder withdraws his/her bid or increases the quoted prices without the explicit consent of the **Prl. District and Sessions Judge, Mandya** during the period of bid validity, or its extended period, if any; or

(ii) In the case of a successful Bidder, if he/she fails within the specified time limit to sign the Agreement or Furnish the required Performance Bank Guarantee.

(l) Bid Validity Period:

(i) Period of Validity of Bids:

Bids shall remain valid for 30 days after the date of opening of Technical Bids prescribed by the **Prl. District and Sessions Judge, Mandya.** A bid valid for a shorter period may be rejected as non-responsive.

(ii) Extension of Period of Validity:

In exceptional circumstances, the Prl. District and Sessions Judge, Mandya may the request the Bidder(s) for an extension of the period of validity. request and the responses thereto shall be made in writing. The validity of EMD shall also be suitably extended.

(iii) The Prl. District and Sessions Judge, Mandya to vary the scope of Contract at the time of award:

The Prl. District and Sessions Judge, Mandya, may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified. If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within 15 days from the date of the Bidder's receipt of the **Prl. District and Sessions Judge, Mandya, modified** order.

(iv) The Prl. District and Sessions Judge, Mandya, reserves the right to accept any Bid and to reject any or All Bids:

The Prl. District and Sessions Judge, Mandya, reserves the right to accept any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Prl. District and Sessions Judge, Mandya General action.

(i) Notification to Bidder:

Work Order will be issued to the successful bidder and The Bidder shall acknowledge in writing the receipt of the notification of award and shall send his acceptance to enter into agreement within Sessions (7) days from the date of work order.

(ii) Signing of Contract:

Once, the **Prl. District and Sessions Judge, Mandya** notifies the successful Bidder that its bid has been accepted, simultaneously, the **Prl. District and Sessions Judge, Mandya** will send the Bidder the Proforma for Contract incorporating all agreements between the parties and, within **7 days** of receipt of the Contract, the successful Bidder shall sign the same in the presence of the Prl. District and Sessions Judge, Mandya,

(iii) Release of Bid Security:

Upon the successful signing of the agreement, the **Prl. District and Sessions Judge, Mandya** shall request the Bidder to provide performance guarantee. On receipt of the performance guarantee, the bid security of all bidders will be released.

(iv) Expenses for the Contract:

The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.

(m) Performance Bank Guarantee (PBG):

Considering the scope of the work and the equipments installed in the kitchen, the successful bidder is required to furnish security deposit -an unconditional and irrevocable PBG / e-Bank Guarantee:

1. Upon successful bidder, Performance Bank Guarantee (PBG) / e-Bank Guarantee of an amount for Rupees equivalent to 10 times (Ten months) mutually agreed monthly license fees shall be paid within 15 days favourable in the name of The Prl. District and Sessions Court, Mandya.

2. No interest will be payable by the **Prl. District and Sessions Judge, Mandya** on the amount of the PBG Bid Security deposit.

The said bank guarantee shall be furnished before entering into agreement i.e. within 15 working days from the date of the issue of the Letter of Intent. The bank guarantee shall be valid till the expiry of the service plus one month. If the successful bidder fails to furnish the bank guarantee as stated above, the award of the contract/tender will be cancelled.

In case the tender is extended, the bank guarantee should be suitably renewed.

(n) Rejection Criteria: Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

(i) Technical/Qualification Rejection Criteria:

- Failure to confirm Technical criteria as per this Tender.
- Bids submitted without or with improper EMD.
- Bids which do not confirm the required validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect/misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids without signature of Sessions (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any Sessions before opening the Financial Bid.
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Failure to furnish proofs for information provided.

- Bidders not quoting for the complete scope of work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Document.
- The Bidder not confirming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of Work and Service Level Agreements of this tender.
- If the bid does not conform to the timelines indicated in the bid.
- Any false declaration by the bidder during the bidding process, following action may be taken:
    - Liable for Legal Action.
    - Forfeiture of entire Performance Bank Guarantee.
    - Forfeiture of any Released payments.
    - Blacklisting of the Vendor.

(ii) Financial Bid Rejection Criteria:

- Incomplete Price Bid
- Price Bids that do not confirm to the Tender's price bid format.
- Total price quoted by the Bidder does not include all statutory taxes (including service tax) and levies applicable.
- If the rates quoted are not in accordance to the prevailing market rate.

(o) Liability clause:

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

The total cumulative liability of either party arising from or relating to this agreement shall not exceed the contract value provided; however, that this limitation shall not apply to any liability for damages arising from,

(i) willful misconduct.
(ii) indemnification against third party claims.
(iii)death or injury.

(p) Guarantee and Warranty:

The Bidder shall declare that the Firm the services rendered to the Prl. District and Sessions Court, Mandya under this contract shall be of the best quality and shall be strictly in accordance with

the specification and particulars contained/mentioned in contract. The services rendered to District and Sessions Court, Mandya under this contract shall be valid till the end of the contract of the tender.

(q) Terms and Conditions:

(i) **Award of Contract:** The Contract can be awarded to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the Best Value Bid.

(ii) **Termination of contract: The Prl. District and Sessions Judge, Mandya** reserves the right to cancel the contract placed on the bidder if:

- The bidder commits breach of any of the terms and conditions.
- The bidder goes into liquidation voluntarily or otherwise.
- The service is found unsatisfactory, which may be for any one or more grounds such as failure to fulfil any of the statutory requirements such as not processing required certificates, non-possession of copies of Quality materials for inspection etc.

(iii) Before awarding the contract and the work order to the successful bidder, the authorized officials from the office of the Prl. District and Sessions Court, Mandya will undertake a check to ensure the service status of bidder.

(iv) The Prl. District and Sessions Judge, Mandya or authorized officers/officials of District and Sessions Court, Mandya will check the quality and quantity of the food served.

In addition to the above, any default by the Firm/Caterer/Agency and in any of the terms & conditions (whether General or Special), the Prl. District and Sessions Judge, Mandya may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 7 clear working days' notice in writing to the agency, besides taking appropriate action against the agency, including forfeiture of security deposit.

The Prl. District and Sessions Judge, Mandya fully reserves the right to terminate the contract of the vendor on the above grounds or any other grounds by which the Prl. District and Sessions Judge, Mandya finds that the vendor is not functioning as expected.

(r) Performance related Service Level Agreement (SLA):

(i) SLAs during the contract:

The following penalties are applicable for deficiency in services. 10% of the bill amount of the food shall be deducted in case the food supplied is found not satisfactory for the first instance and 20% for the Sessions instance and will be terminated for the consequent lapse.

(ii) Submission, Receipt and Opening of Proposals:

The proposals containing technical proposal will be opened as per the tender schedule by the Tender Opening Authority, in the e-procurement platform. It may please be noted that the Financial Proposal of technically qualified bidder's price offer will be opened after completion of technical evaluation.

The original Proposal (i. e Technical Proposal and Financial Proposal) shall be prepared and submitted in e-Procurement platform. The bidder shall digitally sign and submit the proposal electronically through the unified e-Procurement platform: https://kppp.karnataka.gov.in/.

The completed Technical and Financial Proposal must be submitted electronically in the e-Procurement platform on or before the due date for bid submission specified in the e-Procurement platform.

The required technical documents/undertakings should be uploaded in the relevant slots provided in the e-Procurement portal. In case the bidder wishes to upload additional technical documents, the same may be uploaded in additional document Sessions of technical criteria.

No commercial bid/financial bid shall be uploaded in technical criteria Sessions of e-Procurement portal.

(s) Evaluation Process:

A two-document procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical proposals will be evaluated based on the documents provided by the bidder as mentioned at para 7 above.

The bids are evaluated in 02 document system process as below:

- First Cover Evaluation based on Technical Qualification Criteria.
- Sessions Cover Evaluation based on Commercial requirement set out in this Tender.

(t) Technical Evaluation:

The Bidders shall be evaluated based on the technical criteria in Para 7 of this Tender document. Bidders failing to meet the Technical criteria shall not be considered for Financial Bid evaluation.

(i) The Prl. District and Sessions Judge, Mandya reserves the right to seek clarifications and additional documentary evidence from the bidders to ascertain qualification, abilities of the bidders etc.,

(ii) Decision of The Prl. District and Sessions Judge, Mandya, in the evaluation of the Technical bids shall be final.

9. Deciding on Award of Contract:

(i) The The Prl. District and Sessions Judge, Mandya, will carry out the evaluation of proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria. A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to the terms of reference or if it fails to produce the relevant documents as sought.

The names of the Firms whose proposal do not meet the required qualification or considered non-responsive to the letter of invitation and terms of reference, will be notified, indicating that their financial proposals will be kept unopened. The Firms/ Agencies who qualify in technical evaluation will be considered for opening of their financial proposals.

(ii) The financial proposal shall be opened in the electronic form only as regards those Firms who are technically qualified.

(iii) Internal assessment of quality of food and service of those bidders whose financial proposals are opened, will be carried out by the Prl. District and Sessions Judge, Mandya, or any other officer/official authorized of the District and Sessions Court, Mandya and the marks will be awarded accordingly.

(iv) For deciding L1 (least) bidder, the total of line of item serial number 1 to 49 have to be lowest and item line of item serial number at 560 has to be highest quote on Monthly License fee. Both the financial bid and the quality of food and service will be

considered together. The Prl.District & Sessions Judge, Mandya, reserves the right to negotiate with the bidder as regards the lowest prices as quoted and quality by other bidders in respective category. The quality of items like groceries, vegetables etc., will be checked by the Prl. District and Sessions Judge, Mandya or any officer/official authorized by the District and Sessions Court, Mandya,

(v) **The decision of the Prl. District and Sessions Judge, Mandya as regards award of contract shall be final.**

10. Payment Terms:

(i) The payment shall be collected by the successful bidder on the counter issuing a token for the respective food items to Advocates, Public Litigants, Court Staff, Mandya as per the order placed by them, then and there only on Contractual rates.

(ii) Firm/ Caterer/ Agency should pay its employees as per the Minimum Wages Act, besides ESI and PF and other allowances shall also apply.

(iii) In case Prl. District and Sessions Court, Mandya, makes specific orders to supply food items, the Firm/agency/Caterer should submit the bill on or before 5th of the following months without fail.

(iv) Such bill should contain PAN No. (Income Tax Account No.)

(v) Such bill will formally be paid within a period of 15 days from the date of submission of bill provided, satisfactory service is offered and all the details as mentioned above are attached.

11. NON-BLACKLIST DECLARATION:

Tenderer shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka. The Tenderer shall furnish a non-blacklisting certificate that the agency has not been blacklisted in the past by any Govt. or PSUs in Karnataka. The Tenderer has to give an affidavit on letter head.

12. The Prl. District and Sessions Judge, Mandya is at full liberty to reject the Bid without assigning any Sessions. Further, as quality is the principal Sessions criteria, the Prl.District & Sessions Judge, Mandya, is not bound in any way to select the firm offering the lowest price and will have all the right to reject Bid though the firm offered lowest price.

13. The Prl. District and Sessions Judge, Mandya, reserves the right to modify or cancel or add any clauses or conditions of the tender.

14. The successful Bidder will be required to furnish Performance Security in the form of Bank Guarantee of Rs. 1,35,000-00 (Rupees One lakh thirty five thousand only). The Successful bidders are required to execute an agreement with the Prl.District & Sessions Judge, Mandya,

15. We would appreciate if you inform us the following by E-mail.

(a) Your acknowledgement of the receipt of this letter of invitation.
(b) Whether or not you will be submitting a proposal.

19/11/26

(T.N.Shivakumar)
Chief Administrative Officer,
District & Sessions Court,
Mandya.

Chief Administrative Officer
District and Sessions Court
MANDYA.

Terms of Reference

TERMS AND CONDITIONS & BRIEF RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

1. The successful bidder shall enter into an agreement with the Prl. District and Sessions Judge, Mandya, within Sessions days of intimation of acceptance of this bid.

2. The Prl. District and Sessions Judge, Mandya will allow free entry and access to the authorized personnel of the successful bidder to carry out the works specified in this RFP during the working hours in the office.

3. The bidder should be a registered agency under the Labour Act or any statute and documentary proof of the same should be submitted along with the tender document.

4. The bidder should submit a GST certificate issued by the authority concerned covering the period up to the date of publication of the tender.

5. The bidder should submit proof of Permanent Account Number (PAN) assigned by the Income Tax Department.

6. The bidder should have the requisite permissions from Corporation and other Government agencies wherever necessary.

7. The Prl. District and Sessions Judge, Mandya, reserves the right to make minor changes in the scope of work specified.

8. The successful bidder shall not sublet or assign or franchise the responsibility to any other agency either in whole or in part. In case it is found sub-contracted, the contract will be terminated and security deposit will be forfeited.

9. The successful bidder should be solely responsible for all acts of omission and commission occasioned by his/her/their personnel in carrying out the terms of the tender.

10. The bidder should have minimum 3 years experience in the field of providing Catering/Canteen running service.

11. The bidder should enclose all necessary documentary evidences in support of his qualification to the tender.

12.The decision of the Prl. District and Sessions Judge, Mandya, in the evaluation of the technical/pre-qualification bids and financial bids shall be final.

13.The bid should be unconditional and any other conditional bids will be summarily rejected.

14. The bidder should furnish to the Prl. District and Sessions Court, Mandya, performance security for an amount of Rs.66,600-00 in the form of a guarantee of any Nationalized Bank which shall remain in force till the expiry of the service plus one month.

15.The successful bidder should enter into an agreement with the Prl. District and Sessions Judge, Mandya, within 7 days from the date of publication of the award of contract based on the terms and conditions contained in this RFP document.

16.The bidder should comply with such directions as to the Prl. District and Sessions Judge, Mandya, may issue from time to time for successful completion of the work as per the agreement entered into.

17.The Prl. District and Sessions Judge, Mandya, may terminate the agreement in the event of breach of any of the terms of the agreement or the tender by the bidder, with a prior notice of 07 days.

18.If, after the agreement has been entered into, if it is proved that any of the information furnished by the bidder in the tender is false or that the bidder secured the contract through misrepresentation of facts in whatsoever manner, the agreement is liable to be terminated forthwith and security deposit shall be forfeited by the High Court of Karnataka. The decision of the Prl. District and Sessions Court in this regard shall be final.

19.The decision of the Prl. District and Sessions Judge, Mandya, on any aspect will be final.

20.If the proof for qualification is not satisfactory, the Prl. District and Sessions Judge, Mandya, may investigate further. The decision of the Prl. District and Sessions Judge, Mandya as regards the documents evidencing qualification will be final.

21.Bidder awarding of the contract for running 'Canteen' should ensure that people working in different shifts are carrying out their work properly and un-interruptedly.

22.The employees are appointed through bidder for canteen services on contract basis, they are not considered as employees of the Prl. District and Sessions Court, Mandya and no employee shall be in under age of 18 years. The bidder has to provide particulars of all the employees deployed for the canteen service.

23.Bidder should abide by the terms and conditions stipulated in the tender form. In case of breach of any of the terms and conditions in the tender form, contract will be cancelled with prior notice.

24.Catering/Canteen running service staff should be provided with full uniform. The bidder shall maintain a list of all his employees working in the canteen and shall provide ID card to them and copy of such list shall be given to the Prl. District & Sessions Court, Mandya.

25.The bidder shall employ workers with good health and free from any contagious diseases. The employees should wear uniform including caps, masks, footwear, gloves etc. while on duty and maintain personal hygiene and cleanliness and also should abide by the Covid-19 norms and protocols and SOP guidelines issued by the High Court of Karnataka and the Government of Karnataka.

26.The bidder should verify character, antecedents of the employees deputed to canteen. The Employees should behave courteously with the trainees and staff. If it is found at any stage, that the conduct of any Sessions deployed by the bidder is unsatisfactory, the bidder shall have to remove the Sessions and deploy a new one within 24 hours.

27.The bidder should keep the canteen premises and maintain hygiene in kitchen and dining hall and see that they are cleaned every day.

28.Items required for cleaning Kitchen and hand washing area such as phenyl, acid, soap powder etc. should be provided by the bidder.

29.The kitchen waste should be properly segregated and also disposed in an ecological-friendly manner in accordance with the Municipal norms. The Bidder/Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, working hours etc. in respect of the employees deployed.

30.The Prl. District and Sessions Judge, Mandya is also absolved of all responsibilities for any 'accidents due to fire' or otherwise and with regard to the safety and life of the persons employed by the Bidder.

31.The bidder shall not tap any water, electric or any other points for his work without obtaining prior approval by the Prl. District and Sessions Judge, Mandya.

32.The bidder should ensure use of standard utensils for cooking and serving and also ensure the serving in a proper manner. Plastic plates, cups, carry bags etc., are not allowed to be used as per the notification issued by the Karnataka State Pollution Control Board are not allowed to be used.

33.The bidder/contractor is responsible for gas refills, safety, cleaning of utensils, etc. There should be strict quality control in preparing the food items. Prohibited items like baking soda, chemical colours, adulterated oil or reused up oil should not be used for cooking.

34.The food supplied should be good edible quality and taste. High Court of Karnataka, has the right to check the quality of all ingredients used. For any breach of these conditions, the service provider is liable for penalty. The bidder shall abide by all the provisions of Food Safety and Food Standards Act 2006 and Rules 2011 in terms of food safety and standards.

35.The sample of food shall be taken randomly once in a month and tested from the competent authority.

36.The bidder should display telephone no. and e-mail IDs of Manager in the Canteen.

37.The bidder to furnish EMD of Rs.20,000-00 (Twenty thousand only) only in the form of e-Payment.

38.The bidder shall use good quality provisions, oil, vegetables and approved colours and he shall use only 'Nandini Shubham Pasteurized Standardized Milk (orange colour pack)' and it shall be inspected by competent official appointed by the Bidder/contractor and it shall be mentioned in a register.

39.Tobacco items, beverages and other prohibited items shall not be permitted to be sold in the canteen premises.

40.**The monthly electricity and water charges shall be borne by the bidder contractor as per the sub-meters installed in the building and the same have to be remitted to CHESCOM and WATER BOARD respectively and such copy shall be submitted to the Prl. District and Sessions Court, Mandya,, without fail.**

41.The bidder shall make his own security arrangements for the safety of furniture and equipments provided in the canteen. In case of theft, loss or misplace of it, the bidder will be held liable.

42.The disposal of wastage of garbage is at the cost of successful bidder.

43.The bidder shall maintain the suggestion and complaints book in the canteen and same is to be reviewed by the Authority in order to improve the quality of service.

44.The furniture and fixtures, Gas Cylinder and utensils etc., shall be arranged by successful bidder themselves at their own costs during the period of license and shall take back the same after expiry of license period.

45.The successful bidder shall have kind and hospitable approach towards to the Advocates, staff members and litigant public and will be permitted to carry on the business from 7.00 a.m. to 7.00 p.m. on all working days.

Yours faithfully,

19/1/16

(T.N.Shivakumar)
Chief Administrative Officer,
District & Sessions Court,
Mandya.

Chief Administrative Officer
District and Sessions Court
MANDYA.

ANNEXURE – 1

List of Food Items and Rate Pet Unit

Sl. No.	Particulars	Quantity for	Amount in INR inclusive of all taxes
1	Coffee	100 ml	
2	Tea	100 ml	
3	Badam milk	100 ml	
4	Plain Dosa	2 Nos.	
5	Masala Dosa	1 No.	
6	Onion Dosa	1 No.	
7	Set Dosa	3 Nos.	
8	Idly	2 Nos.	
9	Vada	1 No.	
10	Rice Bath with chutney	250 gm	
11	Chow Chow Bath with chutney	200 gm	
12	Poori, Saagu, Chutney	3 Nos.	
13	Shavige Bath with Chutney	250 gm	
14	Khara Bath with Chutney	100 gm	
15	Kesari Bath	100gm	
16	Curd vada	1 No.	
17	Bisibele bath with boondi	250 gm	
18	Lemon Rice with Chutney	250 gm	
19	Pongal with Chutney	250 gm	
20	Vangi Bath with Chutney	250 gm	
21	Tomato Bath with Raita	250 gm	
22	Menthya Bath with Raita	250 gm	
23	Veg Biriyani	250 gm	
24	Curd Rice	250 gm	
25	Veg Palav with Kurma	250 gm	
26	Chapathi with Kurma and chutney	2 Nos.	
27	Ragi Ball with Sambar	1 No.	
28	Rice, Sambar with Papad and pickle	300gm	
29	Roti with curry	1 No.	
30	Channa Batura	1 No.	

31	Chilli Bajji	4 Nos.	
32	Mangalore Bajji with Chutney	4 Nos.	
33	Veg. Bonda	1 No.	
34	Alu Bonda	1 No.	
35	Onion Pakoda	50 gm	
36	Aloo Bajji	4 Nos.	
37	Maddur Vada	1 No.	
38	Masala Vada	1 No.	
39	Veg.Fried Rice with sauce	200gm	
40	Gobi Manchuri with sauce	200 gm	
41	Baby Corn Manchuri with sauce	200 gm	
42	Milk shake	100ml	
43	Sandwich	1No.	
44	Fruit Juice	200ml	
45	White Rice, Chapathi or Poori 2Nos., Palya, Sambar, Rasam, Curd/Butter milk, Sweet	1unit	
46	North Indian Thali	1unit	
47	Ragi Rotti with chutney	1unit	
48	Akki Rotti with chutney	1unit	
49	Variety of sweets	1unit	
50	**Monthly License fee for the Canteen Premises to run Canteen**		

Please Note:

1. To be uploaded in e-Procurement portal only.
2. All the above line of items quoted shall include all applicable taxes.
3. For all the line of items the required commodities, service, labour charges are included.
4. The monthly electricity and water charges shall be borne by the bidder/contractor as per the sub-meters installed in the building and the same have to be remitted to CHESCOM and WATER BOARD respectively and such copy shall be submitted to the Prl. District and Sessions Court, Mandya, without fail.
5. For deciding L1 (least) bidder,

(a)The total of line of item serial number 1 to 49 have to be lowest quote and

(b)Item line of item serial number at 50 has to be on highest quote per Monthly License fee to be paid to the Prl. District and Sessions Court, Mandya.

6.Please read and understand EMD and PBG Clauses.

ANNEXURE – 2

FORMAT OF TECHNICAL BID

This table has to be filled in by the prospective Tenderer without fail. Details are to be furnished in the following proforma.

Sl.No	Subject	Details
1	Name and address of the Tenderer	
	Official address of the Tenderer (If a Company, please indicate registered Office address and Corporate address separately)	
2	Telephone number of the Tenderer	(Off): (Res:): (Mobile): (e-Mail):
3	Whether a Proprietor/Partnership/ Company/Any other? Please indicate	
4	Name/s and address of Proprietor/Partner/Directors (to be furnished)	1. 2. 3. 4.
5	Experience of the tenderer in transportation business (Number of years)	
6	PAN issued by the Income Tax Dept. (a copy of PAN to be enclosed)	
7	Registration and incorporation. particulars of the Firm. (If Partnership or Proprietorship, please indicate registration details obtained from local authority)	
8	Bank Details: Name and address of the Bank: Bank Account No. Type of Account	
9	Details of Technical and Supervisory Staff proposed to	1. 2.

	be deployed	3. 4. 5.
10	Annual Turnover for the year 2018-2019, 2019-2020, 2020-2021	
11	Audit Balance sheet and profit and loss account for the years 2018-19, 2019-20, 2020-21	
12	Income tax returns filed for the year 2018-19, 2019-20 & 2020-21.	
13	Documents to prove the ownership/name of firm providing Canteen Service required in this tender.	
14	EMD payment details	
15	Acceptance of conditions of tender document	YES/NO

I/We hereby declare that the information furnished above is true and correct to the best of knowledge and belief.

Place:
Date:

SIGNATURE OF TENDERER
WITH OFFICIAL SEAL

Note:

1. The Tenderers shall submit self-attested copies of PAN Card, Certificate of Incorporation and Certificates of registration from local authorities, Partnership Deed, Articles and Memorandum of Association.
2. Authorization letter of the Company in case the Sessions signing the tender document is other than an authorized representative of the company.
3. Please attach a copy of latest Income Tax return.
4. The enclosures related to above list as in Check list Annexures, enclosed at the end of this document, must be self-attested and uploaded. If at Sl.No.15, the bidder mentions as "NO", the bid will be considered as ineligible.

Annexure-3

Declaration Not being Black Listed

(Self-declared Affidavit on Letter Head)

I/We hereby declare that our Services / Firm / Company (i.e. Business Establishment) has not been blacklisted in the past by Government of India or by any State Governments or Union Territories or by PSUs. There is no Vigilance / Police / CBI case pending against our establishment. Further, we declare that our establishment has not been blacklisted in the past by any Institution in Karnataka.

Place:
Date:

SIGNATURE OF TENDERER
WITH OFFICIAL SEAL

Annexure-4 to Annexure-12

Self attested copy of Authority issued Documents with signature and seal shall be uploaded by the intended bidder for compliances as Annexure-5 to Annexure-13 as per check list enclosed at the end of this document.

Annexure – 13

Company Contact Information for communication
(Format of Technical Bid)

THIS INFORMATION IS NEEDED INCASE IT IS FOUND NECESSARY TO COMMUNICATE REGARDING THIS TENDER

Sl.No	Item Description	Details
1	Business Name of the company and its Registered office Postal address	
2	As incorporated in other tenders, alternate address of company / bidder	
3	Name of the Authorized Representative and designation who is uploading this RFP tender bids	
4	i. Email-id ii. Alternate email-id	
5	i. Contact number. ii. Alternate contact number.	
6	Bidder / Contractor shall enclose Information of the Sister Concern hotels, food supplies to other firms (Additional Sheet shall be enclosed endorsing with Address and Contact Details)	

Seal and Signature of the
Authorized Sessions

Annexure-14

(Service Level Agreement-Draft)

(Subject to approval by the High Court of Karnataka)

THIS LICENSE AGREEMENT ("Agreement" for short) is made at Bengaluru, execute on..... day of.....Month (dated: .....**BETWEEN THE DISTRICT AND SESSIONS JUDGE, MANDYA-571401** (hereinafter referred to as the "LICENSOR" which term shall mean and include its successors in title and assigns), represented by its Prl. District ans Sessions Judge, Mandya of the One Part:

AND

M/s.....Canteen bidder, a Partnership Firm registered under the Indian Partnership Act, 1932/ Government of Karnataka, Department of Labor Registration Certificate of Establishment, vide No..... registration number, having its Office at address ..... (hereinafter referred to as the "LICENSEE", which expression shall, unless repugnant to the context, means and include its successors, affiliates, and permitted assigns), represented **by Proprietor, Sri/Smt.....** of the Other Part: (The Licensor and the Licensee are hereinafter collectively referred to as "Parties" and individually as the "Party")

WHEREAS:

a. The LICENSOR herein is the competent authority with regard to licensing of the "Ground floor of the Food Court". The detailed description (including infrastructure & equipment), plan and layout of the Licensed Premises are annexed to this Agreement as **Annexure I.**

b. The LICENSEE is desirous of operating and running food counter serving only Vegetarian cuisine as per the Price list attached in **Annexure II** and has approached the LICENSOR to give to the LICENSEE the Ground floor of the Food Court as detailed in **Annexure-I** on license basis (hereinafter referred to as the "Licensed Premises").

c. At the request of the **LICENSEE**, the **LICENSOR** has agreed to give to the **LICENSEE,** a bare and personal License to use the Licensed Premises on the terms and conditions detailed below.

NOW THE PARTIES AGREE AS FOLLOWS:

1. In consideration of the **LICENSEE** paying the License Fee, the **LICENSOR** hereby gives the Licensed Premises on License basis to the **LICENSEE** for a period of 3 (Three) years

commencing from ..... th day of ..... Month, 2025, **with renewal clause for 2 (Two) years at the option of the Licensor, subject to the services of LICENSEE is satisfactory.**

2. The **LICENSEE** shall be entitled to use the Licensed Premises for running and operating "**DISTRICT COURT PREMISES, MANDYA run by**.....--," serving Vegetarian Cuisine only and the **LICENSEE** shall be responsible to take all the required statutory permission and licenses to run and operate their services. The **LICENSEE** has agreed to provide a copy of the statutory permissions & licenses to the **LICENSOR** or its appointed Officer prior to the commencement of its operations for the Licensed Premises. The **LICENSOR** shall provide. Fittings, Fixtures & Fit Outs as per **Annexure III** & provide the requisite NOC's and, sign the requisite documents to enable the **LICENSEE** to obtain the requisite statutory permissions & licenses required to run & operate a food counter and extend its full cooperation to the **LICENSEE** in this regard. The LICENSEE at its cost will obtain all requisite statutory permission & licenses required to run & operate a food counter and abide by the conditions on which such permissions and licenses are granted by the authorities concerned.

3. Parties expressly agree that this Agreement shall not be construed as conferring upon the LICENSEE, any estate or interest of any nature into or upon the Licensed Premises or any part thereof, except the right to run the Food Court as per the terms of License.

4. In consideration lot the 1.License to use the Licensed Premises as aforesaid, the **LICENSEE;** shall pay to the **LICENSOR** a monthly License fee (hereinafter referred to as "License. "Fee") of Rs. ..... (Rupees .....) on or before the 10th day of every successive month regularly.

5. The **LICENSEE** shall furnish a 'Bank Guarantee for a sum of Rs...../) (Rupees .....) to the **LICENSOR** as Interest Free Refundable Security Deposit on signing of this License agreement (hereinafter referred to as "Security Deposit") and the same shall be kept in the safe custody of the **LICENSOR.**

6. The **LICENSOR** be providing the Licensed Premises with 130 KVA power load. The **LICENSEE** shall **reimburse the charges for electricity and DG usage** to the Licensor within 7 days after receiving the copy of the bill. The Demand for payment of electricity and DG usage from the LICENSOR shall be in

consonance with the electricity bill from CHESCOM and as per the actuals according to the reading of sub-meter installed in the FOOD COURT Premises and such demand shall be final and binding on the LICENSEEE. The **LICENSEE** shall be entitled to obtain telephone facilities for its use and consumption at its own cost in the Licensed Premises without any financial implication to the **LICENSOR.**

7. The LICENSEE will be responsible for security of property within the Licensed Premises including rolling shutters, lockers etc. In the event of any incidents of breach of security leading to loss/theft of equipments, valuables or any property within the Licensed Premises, the LICENSEE shall be solely responsible to make good the loss to the LICENSOR.

8. Cleanliness: '.-The LICENSEE shall be responsible to keep the Food Court and adjacent area around the said Licensed Premises clean and hygienic by keeping covered garbage bins and by employing workmen regularly to lift waste/litter etc., from the bins and surrounding areas in order to avoid nuisance of flies, etc., and maintain hygiene around the area by following the guidelines of Pollution Control Board.

9. The LICENSEE shall always be obliged to ensure that the Licensed Premises shall at all times be maintained in good and presentable condition by carrying out regular repairs, maintenance, painting, etc, a required.

10. The **LICENSEE** agrees:-

a) Not to claim any estate or interest or tenancy rights of any nature whatsoever in the Licensed Premises or part of thereof;

b) To use the Licensed Premises only for the purpose for which it is given

c) Not to cause any nuisance, affecting the administration of justice of High Court.

d) To cease using the Licensed Premises on the expiry of the License or the termination thereof;

e) To install additional fittings at the cost of the LICENSEE as may be required for its services without making any structural changes. The LICENSEE shall remove them on the expiry of the License; The LICENSEE shall, at its sole discretion, upon the expiry or earlier termination of the License, have the obligations to either (i) reinstate the Demised Premises to the original condition, restoring the

furniture and fixtures belonging to the LICENSOR as per **ANNEXURE-1** as on Commencement Date and take away all the improvements it (LICENSEE) has installed without causing damage to the Licensed Premises, except for normal wear and tear and (ii) without the LICENSOR having any financial liability, thereto.

f) Not to undertake any structural repairs in the 1,icensed Premises.

g) To affix its name plates and sign boards on the Licensed premises at the place and in the manner as may be deem fit by the LICENSEE with the consent of the LICENSOR.

h) To advertise/display products as detailed in Annexure.

i) It shall be the obligation of the **LICENSEE** to be responsible for the day to day maintenance and upkeep of the fittings, fixtures, fit-outs and infrastructure installed at the Licensed Premises for the repairs and replacement and running cost of such equipment provided by **LICENSOR** during the subsistence of this License Agreement. The **LICENSEE** shall accordingly meet recurring expenses relating to the maintenance, repairs, running costs, annual maintenance contract charges, and salary of personnel required for operation of such equipment.

j) The **LICENSEE** shall be responsible to maintain quality and hygiene of the food products sold as per the provisions of law (in compliance with all related statutory Laws like Food and Adulteration Act etc.,) and the **LICENSEE** shall keep the LICENSOR indemnified and harmless against any kind of claims from any third party for the default on the part of the **LICENSEE.**

k) The **LICENSEE** shall take all the required precaution while using the Premises including any use of inflammable equipment used in the Licensed Premises.

l) The LICENSEE shall use the Licensed Premises in prudent manner and shall not cause any damage thereto;

m) The LICENSEE shall bear and pay for the water supplied to the licensed Premises as per the bill raised by the BWSSB or by other authorities.

n) The LICENSEE shall not use any of the toilets or the sewer of the Food Court for Discharge of any garbage, or left over etc.

o) The LICENSEE shall dispose off their left over and garbage every day.

p) The LICENSEE shall keep open the establishment for services during the entire term of License.

q) The **LICENSEE** shall maintain adequate staff to service the customers using the Food Court services & shall be responsible for ensuring discipline & conduct of their staff on the Licensed Premises at the Food Court and inside the High Court Complex.

r) The **LICENSEE** to adhere to the agreed price list at the time of signing of the Agreement as at **Annexure-H.**

s) The operating timings of the "Food Court" shall be from 6 am to 8pm.

t) The Food Court shall be open 365 days a year with a condition to provide 1 day weekly off to the staff as per the relevant provisions of Law.

u) To install Pest (Flash at appropriate places within the Licensed. Premises, to ensure that the counters remain free from pest and flying insects. Pest Control measures within the Licensed Premises shall be the responsibility of the **LICENSEE.**

v) The **LICENSEE** shall not assign, sublicense/sublet or otherwise part with the LICENSEE'S interest in the premises or any part thereof, in any manner whatsoever to any third parties. Further, the Schedule Premises or any portion or portions of the Schedule Premises cannot be assigned or sublicensed to any of the subsidiaries or affiliates of the LICENSEE.

w) **The LICENSEE shall provide interior painting to the walls, inside and outside, polishing to the Doors and Windows, cleaning of tiles, Furniture and Fixture provided at LICENSED premises as and when required and at the time of termination of this Agreement.**

11. The LICENSOR agrees

a) To ensure that no public or private action prevents the LICENSEE from using the. Licensed Premises as agreed in this Agreement;

b) To receive the Licensed Premises from the LICENSEE on expiry of the License or earlier termination of the license in good condition, subject to normal wear and tear.

c) The LICENSEE shall have the right to use the entrances, staircases, landings, corridors, roads and passages in and outside the Licensed Premises and the right of ingress to and egress from the Licensed Premises so far as the same are necessary for the use of the Licensed Premises by the LICENSEE, its customers, servants, agents, visitors and invitees.

d) To keep the Licensed Premises in good order and a proper functional condition.

e) Not to permit any other vendor for selling, food, bakery items and juices in the premises.

12. The **LICENSEE** hereby covenants as under:

a) That it shall adhere to all rules pertaining to the operations of the Food Court in the High Court Complex and its common areas as may be enforced by the LICENSOR.

b) That it shall not employ any child labor within the Licensed Premises and the LICENSEE shall keep the LICENSOR indemnified and harmless against any kind of claims from any third party for the willful default on the part of the LICENSEE in this regard.

13.Any notice required to be given under the License shall be in writing and shall be served on the **LICENSEE** to its address First herein before mentioned and to the **LICENSOR** at their address first herein before mentioned. Either party may notify to the other in writing of any change in such address for services of notice Upon it. The notices shall be served personally, by fax or by Registered Post.

14.The Licensor will Be entitled to take License Fee discounting facilities against the License Fee payable by the Licensee, without in any manner affecting the License arrangement between the Parties hereto. In the event of any confirmation being required of the Licensee by the Financial Institution in this regard., the Licensee shall give the same within 7 days of such request being made.

15.This License Agreement shall stand terminated in accordance with the provisions of this Agreement.

16.The Parties herein agree that on the License Commencement Date, and on the date of expiry or earlier termination hereof, they shall conduct a detailed inventor) of the fixtures and fittings within the Licensed Premises, which is mentioned in the Annexure III herein (signed both parties/representatives), so as to ensure that the fixtures and Fittings installed within the Licensed Premises by the Licensor are returned to the Licensor on the expiry or earlier termination thereof. It hereby agreed that the fixtures and fittings installed by the Licensor in the Licensed Premises shall be returned to the Licensor on the expiry or earlier termination thereof in the condition in which they were handed. over to the 1.,icensee on the License Commencement Date, subject to normal wear and tear.

17.The event LICENSEE desires of terminating this Agreement, then the same shall be done after giving 90 days advance written notice of the intent to the LICENSOR to terminate after which period this Agreement would stand terminated.

18.In the event the LICENSEE breaches any of the conditions stipulated, and does not rectify the same, the LICENSOR can terminate this Agreement after giving 30 days advance notice,

19.This LICENSE can be terminated by mutual consent of both the parties in accordance with Law subject to the terms and conditions of this Agreement.

20.The LICENSEE agrees that on the expiry of the term of this License or an earlier termination, the LICENSEE shall vacate the Premises and simultaneously theLICENSOR shall terminate the Bank Guarantee /Demand Draft provided as security amount, subject to such adjustments towards arrears of license fee, electricity and water charges and damages to the premises, fittings Fixtures and etc.

21.In the event of breach of any of the terms of this Agreement by the LICENSEE including the nonpayment of License fee for a period of Three (3) months, which breach is not rectified within 30 days from the date of serving of the written notice (default cure period) then this Agreement shall stand terminated and the LICENSOR will be entitled to prevent the LICENSEE from entering into the Licensed Premises. On termination of the License hereby granted, the LICENSEE shall remove itself, its effects and belongings

from the Licensed Premises and cease to use them. In the event of such breach leading to termination occurring during the lock in period, the. LICENSEE would be required to pay the License Fee for the remaining Lock in Period.

22. It is agreed between the parties hereto that any reference to indemnity, losses, costs, liability expenses, damages, claims in this Agreement shall not mean to include any direct or indirect business losses, any opportunity losses or any action in tort even if advised or there is a possibility of the same and neither party would be entitled to the same.

23. In the event any dispute or difference arises between the Licensor/High Court of Canteen bidder, with regard to this Karnataka and the Licensee/M/s. contract; it shall be referred to an Arbitrator mutually agreed upon in accordance with THE ARBITRATION AND CONCILIATION ACT, 1996. The proceedings shall take place at Bengaluru only and the language of proceedings shall be English only.

24. The tender RFP No: ..... dated: / / is part and parcel of this agreement.

25. This LICENSE Agreement is executed in 2 sets and the LICENSEE.

Check List

Sl. No	Description	Annexure as	Remarks
1	List of Food items and price including monthly License and electricity bill	Annexure-1	To be uploaded in commercials of e-Procurement portal only
2	Technical Bid form	Annexure-2	To check all items to are complied and upload
3	Not being Black Listed - Declaration	Annexure-3	To Upload
4	PAN issued by the Income Tax Dept. (a copy of PAN to be enclosed)	Annexure-4	To Upload
5	Registration and incorporation particulars of the Firm. (If Partnership or Proprietorship, please indicate registration details	Annexure-5	To Upload

	obtained from local authority)		
6	Bank Details Name and address of the Bank: Bank Account No. Type of Account	Annexure-6	To Upload
7	Details of Technical and Supervisory Staff proposed to be deployed	Annexure-7	To Upload
8	Annual Turnover for the year 2022-23, 2023-24,2024-25	Annexure-8	To Upload
9	Audit Balance sheet and profit and loss account for the years 2022-23, 2023-24,2024-25	Annexure-9	To Upload
10	Income tax returns filed for the year 2022-23, 2023-24,2024-25	Annexure-10	To Upload
11	Documents to prove the ownership/name of firm providing Canteen Service required in this tender.	Annexure-11	To Upload
12	EMD payment details - in e-Procurement portal only	Annexure-12	To Upload
13	Details of Bidder	Annexure-13	To Upload
14	License agreement SLA-Service Level Agreement	Annexure-14	For reference and to be executed in case of successful bidder before work execution.