PRL. DISTRICT AND SESSIONS COURT, YADGIR.-585202
Karnataka State
Phone: 08473-253798
Email: pdj.yadgir@gmail.com
Website :- https://yadgir.dcourts.gov.in/

E-TENDER NOTIFICATION DATED: 20.11.2025

TENDER REFERENCE NUMBER : HCK/2025-26/SE0102

Calling of e-Tender from experienced persons in the field of Hotel services are invited for maintaining and running the Canteen at Court Canteen, Advocates Bar Association Building, New District Court Complex, Yadgir.

LastDateofReceiptofTender	12.12.2025 @ 5.00 PM
DateofOpeningofTechnical Bid	15.12.2025 @ 5.00 PM
DateofOpeningofFinancial Bid	18.12.2025 @ 5.00 PM
CostofTenderDocument	Nil
EarnestMoneyDeposit(EMD)	Rs. 5000/-
Place of Opening of Technical Tenders.	Chamber of Prl. Dist. &Sessions Judge, Yadgir.

ELIGIBILITY OF BIDDERS

- The Bidder should have minimum of 5 (FIVE) years experience in the field of Hotel services.
- The Bidder should have Valid Registration Certificate from the concerned licencing authority.
- The Bidder should have valid GST registration
- The Bidder should have PAN Number

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

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

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.

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

Sl. No.	Description	Remarks
1	List of Food items and prices including monthly License/Rent and electricity bill as per 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)	To upload
5	Registration and incorporation particulars of the Firm. (If Partnership or Proprietorship, pleaseindicate registration details obtained from local authority)	To upload
6	Bank Details Name and address of the Bank: Bank Account No. Type of Account:	To Upload
7	Details of Technical and Supervisory Staff proposed to be deployed.	To Upload
8	Annual Turnover for the last 03 Years.	To Upload
9	Income tax returns filed for the last 03 Years.	To Upload
10	Documents to prove the ownership/name of firm providing Canteen Service required in this tender.	To Upload
11	EMD payment details in e-Procurement portal only.	To Upload
12	Details of Bidder Annexure-4	To Upload
13	License agreement SLA-Service Level Agreement Annexure-5	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.

Notwithstanding the above, the District and Sessions Judge, Yadgir, 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.

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.

RESERVE PRICE OF LICENSE FEE/ RENT IS Rs. 39,609/- Per Month

AREA MEASURING : 209.44 Sq. Meter.

SUBMISSION OF TENDER

- Applicants shall have to participate through the process of e-Procurement only and the applications submitted directly in the form of hard Copies will not be accepted.
- Prl. District & Sessions Court, Yadgir cannot be held responsible for technical problems resulting in non-submission/non-uploading of tenders within the stipulated time.
- The Bidder shall bear all costs associated with the preparation and submission of his bid and Prl. District & Sessions Court, Yadgir will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- The Bidder shall pay processing fee and EMD at e-Procurement Portal through the following modes of payment:
    - Demand Draft
    - Cheque
    - OTC (Over the Counter) at designated SBI Bank Branches
    - NEFT (National Electronics Fund Transfer)

- The Soft copies of the Documents in proof of Eligibility need to be uploaded to e-Procurement Portal of Government of Karnataka. If asked for, the Hard copies need to be produced before Prl. District & Sessions Court, Yadgir.

GENERAL TERMS & CONDITIONS

- **Opening of Bids by Prl. District and Sessions Court, Yadgir.**

  - The date fixed for opening of bids, if subsequently declared as holiday by the Government of Karnataka/Hon'ble High Court of Karnataka, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time remaining unaltered.
  - Return of EMD: The EMDs of unsuccessful Bidders will be returned after the successful Bidder is selected.

  - **Forfeiture of EMD** : EMD is liable to Forfeiture in the event of
    - Withdrawal of offers during validity period of the offer.
    - Failure to sign the Contract Agreement and furnish the required Security Deposit within the stipulated time
    - Any unilateral revision made by the Bidder during the validity period of the offer
    - The bidder quoting unrealistic/nil amount towards Services charges and Consumables
  - **Security Deposit**: The successful Bidder will have to furnish Security Deposit of **Rs. 20,000,** in the form of DD payable to Prl. District and Sessions Judge, Yadgir payable at Yadgir. No interest will be payable on EMD or Security Deposit in any case. Security Deposit will be for the entire Contract Period with Prl. District and Sessions Court, Yadgir**.**. The Security Deposit shall be payable to the Prl. District and Sessions Court, Yadgir as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.
  - **Acceptance of the Purchase Order**: The successful Tenderer shall clearly confirm the acceptance of the Order within 7 days from the date of receipt of Order by him. In case of failure to do so, the EMD amount will be forfeited / action will be taken to disqualify the bidder from participating in any of the tenders of Prl. District and Sessions Court, Yadgir for one year. Tender will be withdrawn / canceled at the discretion of Prl. District and Sessions Court, Yadgir .

- The Successful Bidder will have to sign the Contract Agreement and furnish the required Security Deposit within 7 days of the issuance of Work Order by Prl. District and Sessions Court, Yadgirl
- **Return of Security Deposit**: The Security Deposit will be returned after 1 month after successful completion of the Contract, after deducting dues, if any, payable to the Prl. District and Sessions Court, Yadgir.
- In the event of breach of any Terms and Conditions of tender or delay or default, the Contract will be terminated and the Security Deposit will be forfeited by the Prl. District and Sessions Court, Yadgir.

- **Award of Contract**:

The Highest Rent quoted party will be considered for award of the Contract in general. However, based on the background of the Bidder, the Prl. District and Sessions Judge, Yadgir is at liberty to reject Highest Rent quoted Bidder to ensure that reasonable rates, service of good quality food provided by the Bidder. The Bidder who got most points will be selected. Prl. District and Sessions Court, Yadgir reserves the right to reject the offers submitted by the Bidder either in part or full without assigning any reasons what so ever. The decision of the Prl. District and Sessions Judge, Yadgir is final in this regard.

3. Rejection criteria:

1. In case the selected Bidder fails to sign the Contract Agreement and furnish the required Security Deposit within 7 days of the issuance of Order, Prl. District and Sessions Court, Yadgir has the discretion to award the contract to next eligible Bidder. Prl. District and Sessions Court, Yadgir is not bound to give any notice/reminder to selected Bidder for their failure to sign the Contract Agreement and furnish the required Security Deposit within 5 days of the issuance of Order within the stipulated period. In such case the EMD of such Bidder will be forfeited.

2. The Bidders who had past association with Prl. District and Sessions Court, Yadgir and had received two or more letter/notices from Prl. District and Sessions Court, Yadgir regarding unsatisfactory service are not eligible to bid for this Tender. Even if they bid indirectly through partners, relative etc., such Bids will be rejected and

3. **Technical 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 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 time lines 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.

4. **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.

4. Contract Period:

The Contract Period is for **03 (Three) Years** subject to Satisfactory Performance of the Service provider.

CONDITIONS:

1) The Canteen to be run in the Court Canteen at Advocates Bar Association Building, New District Court Complex, Yadgir.

2) The monthly electricity and water charges shall be borne by the bidder contractor as per the Meter/sub-meters installed in the building and the same have to be remitted to GESCOM and WATER BOARD respectively and such copy shall be submitted to the Prl.District & Sessions Court, Yadgir, without fail.

3) The period of license to run the Canteen will be for 03 years from the date of acceptance of tender.

4) The persons who run the Canteen shall have proper and befitting experience in preparation of food items.

5) The Canteen shall be run in highly hygienic and clean atmosphere.

6) The successful bidder shall have soft and kind approach towards the advocates, staff members, litigant public and customers who may visit Canteen for the purpose of refreshments.

7) Hot, good and tasty food shall be served at reasonable rates as per Annexure-1.

8) Canteen runner shall serve the Mineral water for drinking purpose to the customers. They shall maintain clean and dust free atmosphere in the Canteen.

9) The tables, Chairs, vessels, other utensils and Gas cylinder shall have to be arranged by the Canteen runners themselves.

10) The Canteen premises shall be cleaned on regular basis every day to keep it free from flies hovering the sweet articles and

juice.

11) The food items which shall be usually made available in the Canteen are Idli, Vada, Chatni, Sambar, Puri, Sagu, Dosa, Mirchi, Mandal Vaggani, Upma, Kesaribath, Bajji, Coffee, Tea, Green Tea, Milk with and without sugar and other delicious snacks.

12) The Canteen runner shall serve the delicious nature of food besides keeping the health of the customers in mind.

13) The plates and tumblers shall have to be washed in the hot water.

14) The Canteen runners shall not use plastic tumblers or polythene covers.

15) 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.

16) The Bidder shall prepare only Vegetarian Food.

17) They shall not indulge in any act of pollution of environment.

18) The edible oil used for the preparation of food items shall be fresh. Proper seating arrangements shall be maintained.

19) There shall not be sale of the Tobacco items, Gutka items in the canteen premises. Canteen runners shall maintain Refrigerator from their own costs during the period of license.

20) They shall not make any alterations to the structure of the Building.

21) They shall take back all the movable articles kept by them after the expiry of license period.

22) The food items shall be on par with the recognized and established standards.

23) The persons applying for tender shall note that, minimum reserve price of monthly license fee shall be **Rs.39,609/-** per month.

24) The successful bidder will have to sign the undertaking agreeing to the conditions as may be imposed for permitting to run the canteen.

25) The license can be terminated even before completion of license period with prior notice of **15 days** and the Licensee will have to vacate the Canteen premises on the expiry of the license period of 03 years or revocation, whichever is earlier.

26) The Licensee shall not sub-let or under-let or induct third parties through any manner for running the business of Canteen.

27) The Licensee shall not undertake out side catering services by cooking food in the Canteen.

RIGHTS OF THE PRL. DISTRICT AND SESSIONS COURT, YADGIR :

The Prl. District and Sessions Court, Yadgir reserves the right to accept or reject any or all the tenders in part or full, without assigning any reason whatsoever.

The Prl. District and Sessions Court, Yadgir reserves the right reject any Tender due to failure on the part of the Bidder to observe the prescribed procedure.

Any attempt from the Bidder to canvas through any means, for the securing work order from the Prl. District and Sessions Court, Yadgir will prejudice the Bidder's quotation and the same will be rejected without assigning any reason whatsoever.

The Prl. District and Sessions Court, Yadgir is not bound to accept the highest tender.

The Prl. District and Sessions Court, Yadgir reserves the right to deduct GST and other statutory dues from the payments of the Service provider.

The Prl. District & Sessions Judge, Yadgir retains right to cancel the tender notification.

The Prl. District & Sessions Judge, Yadgir further retains right to reject the tenders and to call for fresh tenders for justifiable reasons.

OTHER CONDITIONS:

- The Bidder should not sub-let the Contract order to the third party, for which act, is liable for Termination of Contract within 24 hours.

- The Service Provider will be responsible for obtaining a license/renewing the license, as the case may be, from the concerned Authority. The Prl. District and Sessions Court, Yadgir will not be responsible for any damages/losses on this account.
- The Service Provider will be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Prl. District and Sessions Court, Yadgir, to the concerned Authorities from time to time as per extant rules and regulations in the matter.
- The Service provider shall not employ any person below the age of 18 years.
- All the persons engaged by the Service Provider should be healthy, physically fit and free from communicable diseases.
- The antecedents of the personnel deployed by the Service Provider will be above board.
- The Service provider will be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. the Prl. District and Sessions Court, Yadgir will, in no way, be responsible for settlement of such issues whatsoever. The Prl. District and Sessions Court, Yadgir will not be responsible for any damages, losses, claims, financial or other injury or loss of life to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

Procuring Entity	**Prl. District and Sessions Judge, Yadgir.**

Tendering Authorities	**Inviting Authority:** The Chief Administrative Officer, Prl. District and Sessions Court, Yadgir, **Evaluating Authority:** The Chief Administrative Officer, Prl. District and Sessions Court, Yadgir, **Accepting Authority:** Hon'ble Principal District &Sessions Judge, Yadgir. **Appellate Authority:** The Registrar General, Hon'ble High Court Of Karnataka, Bengaluru.

Place : Yadgir.

Date : 20.11 .2025 // BY ORDER OF THE COURT //

Inviting Authority:
the Chief Administrative Officer,
Prl. District and Sessions Court,
Yadgir.

ANNEXURE-1
List of Food Items and Rate Pet Unit

Sl. No	Particulars	Quantity for	Amount in Rs.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	Alu 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.	l-unit	
46	North Indian Thali	l-unit	
47	Ragi Rotti with chutney	l-unit	
48	Akki Rotti with chutney	l-unit	
49	Variety of sweets	l-unit	
50	Monthly License fee/Rentto 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 GESCOM and CMC, Yadgir respectively and such copy shall be submitted to the Prl.District and Sessions Court,

Yadgir, without fail.

5. For deciding L.1 (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, Yadgir.
6. Please read and understand EMD and PBC 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 address and of Proprietor/Partner/Directors (to be furnished)	1. 2. 3. 4.
5	Experience of the tenderer in Hotel business (Number of years)	
6	PAN issued by the Income Tax Dept. (a copy of PAN to be enclosed)	
7	Registration and incorporation. of the Firm. (If particulars Partnership or Proprietorship, please indicate registration details obtained from local authority)	
8	**Bank Details** 1. Name and address of the Bank: 2. Bank Account No. 3. Type of Account	

9	Details of Technical and Supervisory Staff proposed to be deployed	1. 2. 3. 4. 5.
10	Annual Turnover for last 03 years.	
11	Income tax returns filed for last 03 years.	
12	Documents to prove the ownership/name of firm providing Canteen Service required in this tender.	
13	EMD payment details	
14	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.14**, 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)

1/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 cases 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

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

Annexure-4

Hotel/Canteen/Company Contact Information for communication
(Format of Technical Bid)

THIS INFORMATION IS NEEDED IN CASE IT IS FOUND NECESSARY TO COMMUNICATE REGARDING THIS TENDER

Sl.No	Item Description	Details
1	Business Name of the Hotel/Canteen/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	

SEAL AND SIGNATURE OF THE

BIDDER

Annexure-5

(Service Level Agreement-Draft)
(Subject to approval by the High Court of Karnataka)

THIS LICENSE AGREEMENT ("Agreement" for short) is made at Yadgir, execute on th day of Month (dated:

BETWEEN THE PRL. DISTRICT AND SESSIONS JUDGE, YADGIR 585202 (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, Yadgir 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 Court Canteen at Advocates Bar Association Building, Yadgir.

b. The LICENSEE is desirous of operating and running Canteen only Vegetarian cuisine as per the Price list attached in Annexure-I and has approached the LICENSOR to give to the LICENSEE the Court Canteen at Advocates Bar Association Building, Yadgir 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 the 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, YADGIR 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 & 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 canteen 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 Canteen 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 Court Canteen 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 LICENSEE shall pay the charges of electricity usage to GESCOM authority within 7 days after receiving the copy of bill. The LICENSOR be providing the Licensed Premises with 130 KVA power load. The LICENSEE shall reimburse the charges for electricity (if separate Meter not provided) usage to the Licensor within 7 days after receiving the copy of the bill. The Demand for payment of electricity usage from the LICENSOR shall be in consonance with the electricity bill from GESCOM and as per the reading of sub-meter installed in the Court Canteen 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 Court Canteen 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 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 licensed 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-1

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 CMC, Yadgir or by other authorities.

n) The LICENSEE shall not use any of the toilets or the sewer of the Court Canteen 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 Court Canteen services & shall be responsible for ensuring discipline & conduct of their staff on the Licensed Premises at the Court Canteen and inside the Court Complex.

r) The LICENSEE to adhere to the agreed price list at the time of signing of

the Agreement as at Annexure-1.

s) The operating timings of the " Court Canteen " shall be from 6 am to 8pm.
t) The Court Canteen 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 Court Canteen in the 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. This License Agreement shall stand terminated in accordance with the provisions of this Agreement.

15. 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 inventory of the fixtures and fittings within the Licensed Premises, 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 licensec on the License Commencement Date, subject to normal wear and tear.

16. 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.

17. 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,

18. 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.

19. 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 the LICENSOR 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..

20. 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.

21. 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.

22. In the event any dispute or difference arises between the Licensor and Licensee, with regard to this 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 Yadgir 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.

CHECK LIST

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

7	Details of Technical and Supervisory Staff proposed to be deployed.	To Upload
8	Annual Turnover for the last 03 years	To Upload
9	Income tax returns filed for the last 03 years.	To Upload
10	Documents to prove the ownership/name of firm providing Canteen Service required in this tender.	To Upload
11	EMD payment details-in e-Procurement portal only	To Upload
12	Details address of the Bidder	To Upload
13	License agreement SLA-Service Level Agreement	For reference and to be executed in case of successful bidder before work execution.