

**ANNEXURE-B**

**HIGH COURT OF JUDICATURE AT BOMBAY,  
NAGPUR BENCH, NAGPUR.**

**TERMS AND CONDITIONS FOR RUNNING CANTEEN**

1. The successful tenderer/licensee shall be allotted a space ad-measuring 47.72 Sq. Mtr., situated below the stairs of main building in the premises of the High Court at Nagpur Bench, including half portion of the corridor (**here in after referred to as the "Premises"**) for running the Canteen. It will not be permissible for the licensee to use any additional area / space adjacent to the premises for said purpose.
2. The tenderer must verify details of documents to be attached from the Checklist at **Annexure-C** of the Tender Document before submitting the tender.
3. The tenderer must be the owner and the Proprietor of the business establishment/shop. His/her establishment/shop must be under Jurisdiction of the Nagpur Municipal Corporation.
4. The tenderer must have an Permanent Account Number (PAN) and shall attache Income Tax Return during last three financial years i.e. 2020-21, 2021-22, 2022-23.
5. Attested photo copies of PAN Card, Registration of Partnership Firm/ Proprietary concern (if any), Registration Certificate under Shops and Establishment Act, must be enclosed with the tender document.
6. The tenderer must possess required license as per Food Safety and Standards Act, 2006 and rules there under (relevant copies must be enclosed). Preference will be given to the tenderer who possess ISO Certificate.
7. The demand draft of Earnest Money Deposit (EMD) of unsuccessful tenderer will be returned to him/her after the acceptance of the proposal of the successful tenderer (hereinafter called as "Licensee"), within a reasonable time.
8. The tenderer should fill all the details in Tender Form (**Annexure - D**) and attach the documents as per list in proper sequence.
9. The tenders will be opened in the office of Registrar (Administration) High Court of Bombay, Nagpur Bench, Nagpur. The tenderers are at liberty to remain present at the time of opening of the tender.
10. Tenders received after due date and time are liable to be rejected. No communication in this regard shall be entertained.
11. The tender will have to be submitted in two parts i.e. Technical Cover (documents as per eligibility criteria documents) and Financial Cover (as per **Annexure - H**). The formats and documents to be submitted in

Technical and Financial Covers are mentioned in the tender document. The Tenderer should submit their Technical and Financial Covers separately in two sealed envelopes with proper labeling and these two envelopes should be put into another one envelope with proper labeling of following information in bold:-

**(1<sup>st</sup> Envelope) Technical  
(2<sup>nd</sup> Envelope) Financial  
CONFIDENTIAL / OPEN ONLY BEFORE THE COMMITTEE  
(Extreme Right hand Side of the Envelope)**

**NAME OF THE ASSIGNMENT:  
TENDER NOTICE NUMBER AND DATE:  
AND CONTACT NUMBER OF THE TENDERER**

To,  
The Registrar,  
(Administration)  
High Court of Bombay,  
Nagpur Bench,  
Nagpur-440 001.

12. The Technical and Financial envelopes should be clearly marked as Technical Cover & Financial Cover on the top of the relevant envelopes. Tenderer must submit their tenders to the specified address on or before the last date and time for submission of tender as mentioned in above Schedule. The High Court of Bombay, Nagpur Bench, Nagpur will not be responsible for postal delay / any consequence in receiving of the tender. Any tender received after the deadline will be out rightly rejected.

13. The tenderer should disclose as to whether any of his/her family member or member of joint family is serving on the establishment of High Court of Judicature at Bombay and/or any of its Benches and /or in any District Court/s, in Maharashtra, if yes, particulars there of shall be given along with prescribed Tender Form (**Annexure-D**).

14. The contract will be terminated in a case, if tenderer conceals any information in respect of employment of his / her family member or member of joint family working in the establishment of High Court of Judicature at Bombay and / any of its Benches and / or in any District Court / s, in Maharashtra.

15. The successful tenderer/ licensee shall do the Police Verification of all the staff members working and shall have to produce verification certificate to the office before allowing any worker to work in the center.

16. The tenderer should not be a party in any legal proceedings before any court in India and also no criminal offence should have been registered against tenderer. If any crime is registered then details must be given in Undertaking as per **Annexure-F**.

17. The tenderer must submit undertaking as per **Annexure-G** regarding his/ her blacklisting, if any by any Government organization.

18. The successful tenderer shall ensure proper discipline among his / her workers and further ensure that they do not indulge in any illegal unlawful, immoral activity.

19. On expiry of license period/contract, the successful tenderer shall hand over vacant possession of the premises in a condition in which it was given in his possession without raising any dispute whatsoever and clear all dues, unless the contract is extended for a further period. He/she shall be liable to compensate any damage to the premises, if found at the time of vacating the premises.

20. The successful tenderer/licensee shall not appoint any sub-contractor or sublet to carry out his obligation under the contract. Subcontracting or subletting will lead to immediate termination of contract.

21. The successful tenderer/licensee shall pay license fee of the premises as offered by him and approved by the High Court Administration.

22. The lowest bid of tender/monthly license fee shall not be less than the fee / rent approved by the Public Works Department, Nagpur/ Government Authorities in the locality in that regard.

23. The successful tenderer/licensee shall deposit the monthly License Fee with the office, every month, in advance, on or before the 5<sup>th</sup> day of the next month.

24. Further, in case of delayed payment, beyond 5<sup>th</sup> day the successful tenderer shall be liable for payment of penalty at the rate of Rs. 100/- per day for the period till the delay continues.

25. If the agreed monthly License fee or any part thereof remains in arrears or remains unpaid for a period of 30 days from the due date, it shall be open for the Licensor to terminate the License, without any notice in that behalf.

26. The licensee shall personally run the Canteen and shall not assign the said right to anybody, or for any other purposes.

27. The period of contract of the license, shall be one year from the date of award of the contract, subject to its extension at the discretion of the Registry for further period of 3 years with enhanced license fee as may be determined by this office.

28. The successful tenderer/licensee will be at liberty to remove all the movable articles brought by him / her in the premises during the continuance of the contract, at his/ her costs, before delivery of possession of the premises to the licensor. The High Court (Administration) shall have charge /lien on the said goods for any unpaid dues.

29. The licensee shall not use the premises for any other purpose except for running the Canteen and the Licensor or any Officer authorized by him shall have right to enter and inspect the premises at any time and without any prior intimation to ascertain whether the premises are kept clean and tidy and whether the articles of foods and drinks are of proper quality.

30. In case of death of successful tenderer/licensee, the contract shall be treated as cancelled and his / her legal heirs / representatives will not be entitled to claim any right over the premises, or to continue to run High Court Canteen in the said vicinity.

31. The contract may also be terminated in case of sub standard, poor quality of the food items and any unsatisfactory service performance during the contract period with due notice. The contract shall be also terminated in case any complaints are received from the customers with regard to the quality of food products, services rendered, if after due verification substance is found in the complaint.

32. The successful tenderer/licensee shall take at his own cost, if required by law, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the aforementioned services and shall comply with all relevant labour laws as well as industrial laws as applicable to the area as existing or as may be mentioned during the contract period. There shall not be any legal relationship what-so-ever between the High Court Administration and the employees/workers to be appointed by the tenderer for the purpose of contract/service. The High Court shall not be responsible for any acts, losses towards the said employees/workers and any other person.

33. The interested tenderer needs to deposit tender fee of Rs. 3,000/- (non-refundable) in the form of Demand Draft drawn in favour of "Registrar, High Court of Bombay, Nagpur Bench, Nagpur".

34. Besides tender fee, the interested tenderer needs to submit Demand Draft of Rs. 30,000/- (refundable) as a Earnest Money Deposit (EMD).

35. The successful tenderer/licensee will have to deposit **Rs. 30,000/- (Refundable after conclusion of contract)** towards Security Deposit in this office in addition to Earnest Money Deposit. The said Security Deposit and Earnest Money Deposit will be invested as Fixed Deposit in a Nationalize Bank and the same will be returned to him with accrued interest thereon, after completion of contract or it's termination. The Earnest Money Deposit along with Security Deposit shall, however, be liable to be forfeited, in case, the licensee causes any damage to the premises/ deficiency in services and also against the outstanding license fee, if any.

36. The successful tenderer/licensee shall apart from Tender fee and EMD, deposit one month license fee in advance as security in the form of Bank Guarantee which shall be liable to be forfeited in case of default of payment of dues/license fee.

37. In case of any incident of accident, natural calamities (vis major) or force majeure or any other unforeseen incident, pandemic, epidemic, etc. the High Court (Administration) shall not be responsible for / or to compensate any loss caused to the tenderer or to any of his/her workers or to any other person due to such incident.

38. The dispute arising out of the tender/contract shall be subject to the arbitration by the arbitrator who shall be appointed by the High Court Administration.

39. The Licensee shall not sublet or part with possession of the premises or any portion thereof to anybody and must run the Canteen personally by employing the servants as per the requirement.

40. The Licensee must keep the canteen open only on working days and shall not commence business on any holiday. However, in certain circumstances the licensee shall provide service on holiday as per directions of the Registrar (Administration). The licensee must open the canteen at 9.00 a.m. and close the canteen at 7.00 p.m. or till the officers of Registry are functioning, whichever is later.

41. A sub-meter for supply of electricity is installed in the premises and the licensee shall be required to pay the electricity consumption charges and shall deposit the electricity consumption charges in the office of the licensor regularly and he shall be wholly responsible in case of any breach thereof. The licensee shall not indulge in any activity by tampering with the sub-meter in any manner, whatsoever.

42. The Licensee shall not use or operate radio, television or any other music system or any other equipment not connected with the business of running Canteen.

43. The Licensee shall not display posters, placards or sign boards advertising food items and drinks other than those approved by this office (**as per Annexure E**).

44. The licensee shall not make or post any commercial advertisement of any company, brand, establishment, firm or any or any of its product of food or any other product in the premises.

45. The Licensee must supply good quality of eatables, tea, coffee and soft drinks at the rates determined by the Licensor. The items mentioned in **Annexure-E** shall be determined by the Registrar (Administration), High Court, Nagpur Bench. The approved rates of eatables should be prominently displayed at the Counter / Notice Board of the Canteen.

46. The Licensee shall have to keep quality food product, drinks, if found selling noxious, sub-standard food product, appropriate action shall be taken.

47. The approved rates are applicable throughout the contract period and no changes shall be made without prior permission of this Registry.

48. In case of any food poisoning / contamination, the Licensee will be held fully responsible and he will bear all the expenses, damage caused due to food poisoning / contamination and shall be fully responsible for its legal consequences. The High Court Administration shall not be held responsible in any way and to any person in that regard.

49. Licensee must keep dustbins in the Canteen premises for storing waste materials and destroy the waste materials outside the premises. The licensee shall not cause blockage of inner drainage of any drainage line due to the waste material of food items. If the inner drainage lines are choked up due to waste materials, the Licensee shall be liable to clear the same on his / her own expenses and recurrences of such incident, shall result in to the termination of contract.

50. Licensee shall not be permitted to prepare eatables in the Canteen premises except Tea and Coffee.

51. Licensee will ensure that hazardous or inflammable or any intoxicating material is not stored in the canteen premises.

52. In case the Licensee intends to vacate the premises for any reason whatsoever, he / she shall give one month's prior notice in writing of his/ her intention to the Licensor.

53. The License shall be revocable at any time at the discretion of High Court (Administration) by giving 48 hours notice, without assigning any specific reason therefor. However, in case of breach or violation of the term of the contract or any law of the land, the license shall be revocable without any notice.

54. If the successful tenderer commits breach of any of the aforesaid terms and conditions, the license shall stand terminated and the Licensee shall be bound to hand over vacant and peaceful possession of the premises to the Licensor and shall pay all the dues then payable to Licensor.

55. The employment of child labour is strictly prohibited under the law. Therefore, the licensee will not employ any child as a labour in his/her canteen.

55. Licensee shall not erect or raise any permanent structure or make any alterations or additions in the premises without the prior consent in writing of the Licensor.

56. The licensee should maintain the Complaint Register at the counter and shall produce the same before Protocol Officer-cum-Court Keeper/ Section Officer (C. K. Wing Section) at the interval of every 15 days of the month for inspection.

57. The licensee or any of its workers shall not commit any act within the premises of the High Court which is illegal, unlawful or which is an offence as per law of the land.

59. Decision of the Registrar (Administration) in respect of evaluation and acceptance of tender and / or award of contract or to alter any term and condition of the contract shall be final.

Nagpur  
Date :- 22.02.2024

  
(Ravindra M. Sadrani)  
Registrar (Administration)  
High Court of Bombay,  
Nagpur Bench, Nagpur

**ANNEXURE -C**

**CHECKLIST OF DOCUMENTS TO BE ATTACHED**

1. Tender Form (Annexure-D)
2. Demand Draft of Rs. 30,000/- towards EMD (refundable)
3. Tender Fee Rs. 3,000/- (non refundable)
3. Income Tax Returns for last three years (attested photocopies)
4. Permanent Account Number (PAN) (attested photocopy)
5. Registration of Partnership Firm / Proprietary concern (if any) /  
Registration Certificate under Shops and Establishment Act  
(attested photocopies)
6. License as per Food Safety and Standards Act, 2006 (attested photocopy)
7. Undertaking as per Annexure F and G
8. Signature of the tenderer or his / her authorized signatory on each page  
of the Tender Document as acceptance of the terms and conditions in Tender  
Document.
9. Experience Certificate, if any (attested photocopies).
10. Financial Cover (in separate envelope)
11. Technical Cover (in separate envelope)

**ANNEXURE - D**

**TENDER FORM**

**FORM OF APPLICATION FOR CONTRACT TO RUN CANTEEN IN THE  
PREMISES OF HIGH COURT OF BOMBAY, NAGPUR BENCH, NAGPUR.**

1	Name & full address of the applicant / intending Tenderer with Contact Number - Landline No./ Mobile No. / E-mail ID.	:	
2	Registration of Partnership Firm / Proprietary concern (if any) / Registration Certificate under Shops and Establishment Act <b>[Enclosed the relevant copies]</b>	:	
3	License as per Food Safety and Standards Act, 2006 <b>[Enclosed the relevant copies]</b>	:	
4	Details of Income Tax Returns for last three financial year <b>[Enclosed the relevant copies]</b>	:	
5	Details of Permanent Account Number (PAN) <b>[Enclosed the relevant copies]</b>	:	
6	Experience in the field (Kindly attach copies of the documents in support such as permission granted by Municipal Authority, Registration Certificate issued by Shop Inspector etc... ) <b>[Enclosed the relevant copies]</b>	:	
7	Present occupation of the applicant / intending Tenderer <b>[Enclosed the relevant copies]</b>	:	

8	Additional Qualification or : experience, if any in the field.	
9	Details of Earnest Money in the : form of Demand Draft Number, date and bank on which it is drawn.	
10	Quantum of per month License : fee offered for the premises.	
11	Disclose whether any family member or member of joint family who is serving on the establishment of High Court of Judicature at Bombay, Nagpur Bench, Nagpur ? If yes, give the details of name, post and relation with employee	

Nagpur:

Date : 22.02.2024

Signature of the Applicant

**Annexure-E**

अ.क्र	विवरण
१.	समोसा
२.	कचोरी
३.	आलुबोंडा
४.	पाटोडी
५.	साबूदाणा वडा
६.	उपमा
७.	मिसळ
८.	ब्रेड पकोडा
९.	आलुपोहा
१०.	सांबारवडा
११.	दहीवडा
१२.	दहीसमोसा
१३.	दहीकचोरी
१४.	दहीमिसळ
१५.	दहि पकोडा
१६.	चहा
१७.	कॉफी
१८.	दुध
१९.	गुलाबजाम
२०.	कालाजाम
२१.	रसगुल्ला
२२.	कलाकंद
२३.	दहीकलाकंद
२४.	कोल्ड ड्रीक्स
२५.	लस्सी
२६.	आईस क्रीम

Nagpur  
Date : 22.02.2024

  
Registrar (Admn)  
High Court of Bombay,  
Nagpur Bench, Nagpur

**Annexure F**

**UNDERTAKING**

I / We hereby undertakes that I / We are not party to any legal proceedings pending before the any court in India and also no criminal offence is registered against me/us.

**If any, crime is registered then details are as under :-**

Date: 22.02.2024

Place: Nagpur

Authorized Signature with Seal

Name: \_\_\_\_\_

**Annexure - G**

**Undertaking**

I / We \_\_\_\_\_ hereby declare that we have never been blacklisted prosecuted by the Central / State Government, Corporations or Government Undertakings.

Date: 22.02.2024

Place: Nagpur

Authorized Signature with Seal

Name: \_\_\_\_\_

**To be enclosed in separate as Financial Cover  
Annexure — H  
Financial Cover Submission Form  
Covering Letter (In Tenderer Letter Head)**

[Location, Date]

To  
The Registrar (Administration)  
High Court of Bombay, Nagpur Bench,  
Nagpur-440 001.

**Subject :-** Submission of financial offer for running  
High Court Canteen in the High Court premises.

Sir,

I, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Tender Notice No.\_\_\_\_\_. my/our attached financial offer is for the sum of [Insert amount(s) in words and figures \*] per month towards license fee. I do hereby undertake that, in the event of acceptance of our tender, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

I have carefully read and understood the terms and conditions of the Tender Notice and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any tender you receive.

Yours faithfully,

Authorized Signatory [In full and initials]:

Name and Designation of Signatory with Date and Seal:

Address of the tenderer: