જીલ્લા અદાલત, પોરબંદર

–: કેન્ટીન ટેન્ડર નોટીસ :–

અત્રેની જીલ્લા અદાલત, પોરબંદર ખાતે કોર્ટ કેમ્પસમાં આવેલ કેન્ટીન ૧૧ (અગીયાર) માસ ૨૯ (ઓગણત્રીસ) દિવસ સુધી પ્રતિ માંસનાં ભાડેથી સંચાલન કરવા સારૂ તમામ ઈચ્છુક સંસ્થાઓ/પેઢીઓ/ વ્યકિતઓ પાસેથી સ્ટાફ તેમજ કેન્ટીનનાં સંચાલન માટે ભાવપત્રકો અંગેના સિલબંધ કવરો મંગાવવામાં આવે છે, જેમા મહીલાઓ દ્વારા ચલાવવામાં આવતી **N.G.O.** સ્વસહાય ગ્રુપ વિગેરેને પ્રાધાન્ય આપવામાં આવશે. જે અંગેના ભાવપત્રકો અત્રેની કચેરીનાં કામકાજનાં દિવસો દરમ્યાન સવારનાં ૧૧:૦૦ કલાકથી સાંજના ૦૫:૦૦ સુધીમાં અત્રેની જીલ્લા અદાલત, જીલ્લા સેવા સદન–૨ સામે, સાંદિપની રોડ, પોરબંદર ખાતેના વહિવટી વિભાગમાં રૂબરૂ તા.૦૩/૦૪/૨૦૨૬ થી તા.૧૩/૦૪/૨૦૨૬ સુધી સ્વીકારવામાં આવશે.

સદર ભાવપત્રકોનાં સિલબંધ કવર ઉપર **"કેન્ટીનનાં સંચાલન"** એમ લખવાનું રહેશે તેમજ તે અંગેનું ફોર્મ, શરતો અને માહીતી અત્રેની કચેરીની વેબસાઈટ https://porbandar.dcourts.gov.in/ ઉપર ઉપલબ્ધ છે.

સદર જાહેરત અન્વયે પુછપરછ, કેન્ટીનની જગ્યા જોવા માટે તથા જાહેર નિવિદાની શરતોની જાણકારી માટે અત્રેની કચેરીનાં નાઝર વિભાગ ખાતે રજાનાં દિવસો સિવાય કચેરી સમયમાં સંપર્ક કરવાનો રહેશે. ભાવપત્રક મંજુર રાખવુ કે ના રાખવુ તે અંગેનો અબાધિત અધિકાર અત્રેની કચેરીનાં **"કેન્ટીન કમીટી મેમ્બર્સ"** નો રહેશે.

જીલ્લા અદાલત,
પોરબંદર
તા.૦૧/૦૪/૨૦૨૬

(એમ. એ. ભટ્ટી)
મુખ્ય જીલ્લા ન્યાયાધીશ
પોરબંદર

TERMS AND CONDITIONS FOR AWARDING CONTRACT TO RUN STAFF / PUBLIC CANTEEN IN DISTRICT & SESSIONS COURT CAMPUS AT PORBANDAR:

1. Preference shall be given to registered Non-Governmental Organizations ("NGOs") being run by women or Self Help Groups being run by women, for awarding contract to run Canteen. The agreement shall be executed by the Principal Judicial Officer on behalf of the Court.

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

3. The amount of Security Deposit shall be Rs. 25,000/- (Rupees Twenty Five Thousand Only). The Security Deposit is to be deposited by the successful bidder in the Nazir Department of this Court. All the food items rate shall be inclusive of all taxes and necessary material.

4. There shall be upset price of Rs. 4,540/- (Rupees Four Thousand Five Hundred Forty Only) as Monthly Rent/License Fees for the District & Sessions Court, Porbandar. Further, this monthly Rent/License Fees and other Terms and Conditions shall be reviewed by the High Court of Gujarat every 3 years, if required.

5. The Monthly Rent/License Fees shall be paid in advance to the Nazir Department of this Court on or before the 5th day of every calendar month. If the said Monthly Rent/License Fees or any part thereof falls in arrears and remains unpaid for a period of 60 days from the due date, the Court can terminate the agreement without any notice to the Contractor/Licensee in that regard and the Security Deposit shall be forfeited.

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

7. The Principal District Judge of this Court shall have discretion to renew the agreement for a further period of 11 months and 29 days on the same terms and conditions before the expiry for the agreement.

8. The Contractor/Licensee shall provide all the food items and eatables as well as tea, coffee, beverages, etc. of good quality, in hygienic condition

9. The Contractor/Licensee shall not sublet or part with possession of the premises of Canteen or any portion thereof in favour of anyone else and the premises shall not be used for any other purpose. The Contractor/Licensee shall not be allowed to put up any permanent

structure or make any alterations or additions to the Canteen premises without prior approval of the concerned Canteen Committee.

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

11. It shall be liability of the Contractor/Licensee to pay regularly Electricity Consumption charges of the Canteen premises.

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

13. No person, who is suffering from contagious disease and/or who has criminal –antecedent, shall be employed by the Contractor/Licensee in Canteen. The staff of the Canteen and any other person shall not be permitted to use the Canteen premises as rest room or lodging house.

14. The Contractor/Licensee shall provide utensils and crockery of good quality at his/her/its own costs and shall keep the same In clean and good condition. Hygienic level in food quality should be maintained and surroundings should be kept clean and any grievance with regard to this, will empower the Canteen Committee to discontinue the agreement at any time without giving any notice. The Contractor/Licensee shall not keep any items, which are prohibited by law.

15. The conduct of the Contractor/Licensee as well as his/her/its staff members must be courteous and co-operative towards Officers and Employees of Court/Advocates and litigating public visiting the Canteen. The Contractor/Licensee shall provide uniform to its staff members at his/her/its own cost.

16. The timings of the Canteen shall be between 8:00 am to 7:00 pm only during the office working days of Court. The Canteen shall remain closed on all Sundays, closed Saturdays and Public Holidays. In case of Covid pandemic, on basis of SOP, the right to change the timings for functioning of Canteen shall remain with the Principal Judicial Officer.

17. The Committee shall carry out inspection of Canteen from time to time to ascertain as to whether the Contractor/Licensee complies with the terms agreed.

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

19. On expiry of the period of Agreement, the Contractor/Licensee shall hand over vacant and peaceful possession of the Canteen to the Court without raising any dispute whatsoever, failing which, the Canteen Committee will take decision to take over possession of the Canteen. The Contractor/Licensee can be allowed to remove all the movable articles brought by him/her/it in the Canteen premises during the continuance of the agreement, before handing over vacant and peaceful possession of the Canteen premises to the Court. No vested right shall be created in any manner nor can be claimed by the Contractor/Licensee by virtue of the agreement.

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

21. In case of breach of any of the aforesaid terms and conditions or insolvency or non-payment of electricity charges and other charges/taxes, the agreement shall stand terminated forthwith and the Contractor/Licensee shall have to hand over vacant and peaceful possession of the Canteen premises to the Court without raising any dispute whatsoever. In case if the Contractor/Licensee wants to terminate the contract in between then the Contractor/Licensee shall deposit license fee, average light bill and tax bill well in advance before 1 month from the date of termination of the contract.

22. All dues of the Court shall be paid by the Contractor/Licensee before vacating the Canteen premises. The expenses for drafting of Agreement, stamp duty, etc. Shall be borne by the Contractor/Licensee.

23. The Contractor/Licensee shall follow all the prevailing laws, Government Resolutions, Notifications and Circulars applicable from time to time and for any breach of the same, the Contractor/Licensee shall be personally responsible.

24. The Contractor shall deposit the tax of Porbandar Municipal Corporation for the whole year in connection with Canteen and receipt thereof shall be submitted to the Nazir Department of this Court.

25. The facility regarding furniture & fixtures required for the Canteen shall be borne by the Contractor and it shall be of good quality.

26. The transportation vehicle for supplying the materials required for functioning of the Canteen shall not be permitted in the Court complex during Court working hours except special circumstances in order to have hassle-free movement of vehicles. Moreover, parking of such vehicle supplying materials will not be permitted during Court working hours.

27. Food items that can be made in the Canteen, food items that can be sell, served and rate and quantity of the food items that can be sell will be discussed and decided by the Canteen Committee at the time of opening of Tender and accordingly the services shall be rendered at the Canteen. Without prior approval of the Canteen Committee, none of the rate of the food item shall be increased.

28. Inside the Canteen, selling of Pan masala, cigarettes, Gutka, Tobacco etc. Is strictly prohibited.

29. The Contractor has to provide the food items as decided and has to display a board of rate of all food items in the Canteen.

30. The Contractor has to dispose the garbage of the Canteen before court working hours or after court working hours. The Contractor shall keep the surrounding area of the Canteen neat and clean.

31. Explosive and dangerous material/thing should not be stored in Canteen.

32. The facility of Fire Safety shall be installed in the Canteen by the Contractor as per prevailing norms at his/her/it's own cost and the whole responsibility of the fire safety shall be borne of the Contractor.

33. The facility of installing CCTV cameras in Canteen shall be borne by the Contractor at his/her/it's own cost. Electronic items like TV, Radio/Transistor shall not be used in the Canteen, however, if the use of TV, Radio/Transistor is required in the Canteen in that case

prior permission of the Principal District Judge shall be obtained and decision of the Principal District Judge with regard to the permission of TV, Radio/Transistor shall remain final.

34. On account of demise of the Contractor during the period of Contract, the existing Contract shall be treated as null and void. And it is made clear that the legal heirs of the Contractor have no any right to claim for the said Contract. However, the legal heirs of the Contractor agrees to continue the Contract as per the terms and conditions laid down in the existing Contract then the decision regarding the continuation of the Contract for the period of next 3 months or date of completion of the Contract from the demise of the Contractor whichever may be earlier shall be decided by the Principal District Judge.

35. The Contractor shall furnish the necessary certificates and license with regard to functioning of the Canteen that are issued by the Government Authorities.

36. As and when the inspection is carried out by the officials of the PMC and other Government officers at that time cleanliness and other related matters shall be taken into consideration by the Contractor failing which the responsibility shall be borne by the Contractor.

37. Any procedure initiated by the PMC or Police Authority with regard to the irregularities committed by the Contractor with reference to Covid/Any Pandamic guidelines shall be borne by the Contractor.

38. The Contractor/Licensee applying for the tender shall be residing and having its office locally i.e. in Porbandar only.

Date: / /2026
Place: Porbandar

Signature of the Tenderer: _____
Full Name: _____

Rubber Stamp of Organization:

DISTRICT & SESSIONS COURT- PORBANDAR

TENDER APPLICATION FORM FOR CANTEEN MANAGEMENT

1	[A]	Name of Contractor	
	[B]	Status of the Contractor (Individual / Firm/ Company/ Other- specify)	
2	Contact Details		
	[A]	Full Postal Address	
	[B]	E-mail ID	
	[C]	Telephone/ Mobile Number	
3	Name and Address of your Bankers, stating the name of which account stands; (copy of First page of bank passbook to be enclosed)		
4	[A]	Give details of any Government Contract executed during the last twelve months (append extra page if necessary)	
	[B]	Details of experience of running your Organization (proof of the same to be enclosed)	
5	Date of Registration (Firm) / Incorporation (Company)/ NGO (Registration Year) Documents proof to be enclosed		
6.	Details of relevant license/Registration Held (Documentary proof to be enclosed)		
	[A]	Issued by	
	[B]	Issue date and validity	
7	ESIC Registration No.		
8	Total numbers of Employees		
9	Are you been list of approved Contracts of I any other Organization / Institution, if any give details (Append extra page if necessary)		
10	Any other information which you consider relevant		
11	Based in which City		
12	Rent offer by Contractor (Not less than 3,000/-)		

Date: / /2026
Place: Porbandar

Signature of the Tenderer: _____
Full Name: _____

Rubber Stamp of Organization: