

HRDC (ASC)

# Gujarat University

Navrangpura  
Ahmedabad-380009



E - Tender Reference Number : **GU091-2018-10**

**FOR**

**TOUR OPERATOR SERVICES FOR**

**ACADEMIC EXCELLENCY TOURS (Ahmedabad-Nashik-Shirdi-  
Mumbai-Ahmedabad) – 2018-19**

**(General Conditions of Contract)  
Issued by**

**HRDC (ASC) Gujarat University, Ahmedabad**

**Submitted by**

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**SUBJECT: TOUR OPERATOR SERVICES FOR  
ACADEMIC EXCELLENCY TOURS (Ahmedabad-Nashik-Shirdi-Mumbai-  
Ahmedabad) – 2018-19**

The Director, HRDC (ASC), Gujarat University, invites e-tender offers in 2-Bid form from eligible, reputed tour operators and/or their authorized dealers/business partners/distributors / agencies for Academic Excellence Tour of 6 Nights/5 days which may cover major Academic Destinations of NASHIK + SHIRDI + MUMBAI. It will be like Ahmedabad to Nashik to Shirdi to Mumbai to Ahmedabad. There will be about 2 to3 tours of about 40 each in total 125. as per the specifications and conditions mentioned in tender.

e-Tender Form document may be downloaded from n-Procure website ([www.nprocure.com](http://www.nprocure.com)) or Gujarat University website ([www.gujaratuniversity.ac.in](http://www.gujaratuniversity.ac.in)) by any interested eligible bidder.

COMMERCIAL RATES AND PRICES MUST BE SUBMITTED ONLINE THROUGH nPROCURE ONLY. It is also important to submit the duly filled-in tender document (WITHOUT COMMERCIAL PRICES) along with supporting documents in a sealed cover at HRDC (ASC) Gujarat University.

Important dates and details are given below:

Tender Reference	GU091_2018_10
Name of the Project	Academic Excellence Tour of 6 Nights/5 days which may cover major Academic Destinations of NASHIK + SHIRDI + MUMBAI. It will be like Ahmedabad to Nashik to Shirdi to Mumbai to Ahmedabad. There will be about 2 to3 tours of about 40 each in total 125.
Approximate Cost	Rs.35,00,000/- (Thirty Five Lakhs only)
Tender Processing Fee (Non-Refundable)	Rs. 10,000/- (Ten Thousand only)
Earnest Money Deposit (EMD)	Rs. 3,50,000/- (Three Lakhs Fifty Thousand only)
Delivery Period	During OCT, NOV, DEC 2018 & JAN 2019
Publication and Downloading of tender document start from	08-Oct-2018
Last Date for downloading of tender documents	15-Oct-2018 17:00 hrs.
Last Date for online submission of prices through n-Procure	15-Oct-2018 17:00 hrs.

Last Date for submitting Tender document, DDs and other documents (without prices)	16-Oct-2018 17:00 hrs. to The Director, Human Resource Development Centre (ASC), School of Social Science Building, Gujarat University Navarangpura, Ahmedabad 380 009.
Date and Time of Opening of Technical Bid and Commercial Bid	Will be communicated later
Validity of quoted Prices	120 Days
Gujarat University Website	<a href="http://www.gujaratuniversity.ac.in">www.gujaratuniversity.ac.in</a>
Contact Numbers	Phone: (079) 26302962, 26305010

## **SCOPE OF WORK**

### **TOUR**

The Academic Excellency Tour tentatively in the month of October or November or December 2018 or January 2019 for 6 Nights/5 days which may cover major Academic Destinations of NASHIK + SHIRDI + MUMBAI.

The details of travel and other administrative arrangements are as under:

COVERAGE: Places in **NASHIK + SHIRDI + MUMBAI** like YCM University, Nashik, Padmashri Dr Vitalrao Vikhe Patil Institutes, Shirdi, IIT Mumbai, Mumbai University, SNTD Women's University, St. Xavier's College-Autonomous, Mumbai, SVKM's NMIMS, Mithibai College, Bhartiya Vidya Bhavan's Institutes and institutes or places as instructed by the Director, HRDC in and around **NASHIK + SHIRDI + MUMBAI**.

The suggestive broad itinerary is as under:

Dates	City
Day 0 (Evening )	Depart from Ahmedabad by AC 2 X 2 pushback Luxury BUS with Video system to Nasik,
Day 1	Checked-in to hotel (3star) and visit to YCM University and PDVPI, Shirdi etc.
Day 2 Early Morning	Leave for Mumbai visit places in between
Day 3	Mumbai University and other Institutions
Day 4	IIT Mumbai and other institutions
Day 5	Visit Xavier's college, Mithibai college, other institutes and leave for Ahmedabad
Day 0	Reach Ahmedabad early morning

Number of Participants Min 35 to Max 70 (The number may be increased/decreased)

Total Number of tours : Two to Three

### **The Agency will have to provide the details of the following:**

Detail Itinerary City wise

Detail of route to be used

Detail and specifications of carrier to be used like AC Coach etc.

Detail of the stay arrangement (hotels, Rooms, facilities, location of the hotel (3 Star and above) etc

Detail of Guided Academic tour

Detail of Menu day wise (Indian Pure Vegetarian) for Breakfast/Lunch/Evening Snacks (High Tea)/Drinking Water and Dinner (1 or 2 Gala Dinner).

Venue of the all Visits, the arrangement of Lunch /High Tea or Tea or coffee and ancillary requirements such as Backdrop, LED Projector, Pen, Pad, Pencil, Laptop, Water bottle etc.

- Cost for Gala Dinner shall be included.
- Insurance Coverage is essential to all tourists, vehicles and tour.

## REGISTRATION

The tour operator will make the registration of the delegates and the Registration module to be evolved by the awarded tour operator in coordination and as approved by Director, HRDC(ASC), Gujarat University, Ahmedabad.

## FAQ FOR THE TOUR

The Tour operator will prepare the FAQ for the Tour in consultation with HRDC (ASC), GUJARAT UNIVERSITY.

HRDC(ASC), GUJARAT UNIVERSITY reserves the right to accept or reject any or all the tenders including the lowest without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder due to action of HRDC-ASC, GUJARAT UNIVERSITY on behalf of the participants. Further, the conditional Bids shall not be considered and will be out rightly rejected in the very first instance.

The HRDC(ASC), GUJARAT UNIVERSITY reserves the right to cancel/modify/amend the terms and conditions for providing Tour Operator Services without assigning any reason thereof.

Further clarification, if any, Dr Jagdishkumar S Joshi, Director, HRDC, Gujarat University, Ahmedabad may be contacted on any working day during office hours.

Date: 8-10-2018



Director  
HRDC, Gujarat University,  
Ahmedabad

**Infrastructural BID/Technical Qualification (PART-I)**

TENDER TO BE FILLED UP BY THE TOUR OPERATOR/AGENCY FOR TOUR SERVICES FOR HRDC(ASC), GUJARAT UNIVERSITY

ACADEMIC EXCELLENCY TOURS (Ahmedabad-Nashik-Shirdi-Mumbai-Ahmedabad) – 2018-19

Sr No	Particulars	To be Filled by the Agency
1	Name & Address of the Tour Operator/ Agency/ Brach Office:	
2	Telephone No: Mobile No:	
3	Email -Id	
4	Status of Tour Operator /Agency including partners (Attach documentary Proof)	
5	Bio-Data of key top official (please attach along with Aadhar card)	
6	Name & Contact details of the Person of Reference  1  2	
7	Name and Address of Operator's Bankers (Attach documentary Proof)	
8	Tour Operator/ Agency Registration No. (Attach a copy of the Registration Certificate / letter.)	

9	Income Tax Permanent Account No. (Attach documentary Proof)	
10	GST Registration no. (Attach documentary Proof)	
11	Certificate from the parties for whom tours have been conducted (telephone no. and address may please be given)	
12	Bank statement of last financial year and Certificate from CA regarding financial turnover (Aggregate) *The turnover should be any one of the following: 1. Only last year should be 80 lakhs or above OR 2. The last two years should be 120 lakhs or above OR 3. The last three years should be 160 lakhs or above	
13	Detail Itinerary City wise of the Tour	
14	Detail of intercity and intracity route to be used with details of transportation	
15	Detail and specifications of carrier to be used like AC Coach etc. of the Tour	
16	Detail of the stay arrangement (hotels, Rooms, facilities, location of the hotel (3 Star and above) etc (Attach documentary Proof)	
17	Detail of Menu day wise (Indian Pure Vegetarian) for Breakfast/Lunch/Evening Snacks (High Tea)/Drinking Water Dinner etc. (1 or 2 Gala Dinner)	
18	CV of the Professional Tour manager(s) and Academic cum Historical guide. A person must have at least 10 years experience of academic service. (Attach documentary Proof)	
19	Specimen of the insurance to be	

	covered. (It must cover whole tour against accident, delay, natural calamity, baggage. The medical and accidental insurance of the passengers during tour)	
20	Details of arrangements and coordination with the Academic Institutes of the visit including permission of visit (permission email/letter from at least one dept. of any of the institutes to be visited is to be attached), Arrangement of interaction with the academic and administrative staff of the institute visiting.	
21	A demand Draft of 3.5 lakhs INR as EMD of Nationalise Bank in favour of Director, HRDC, Gujarat University payable at Ahmedabad is required to be submitted along with the bid.	Details of Demand Draft Amount: Date: Bank:
22	A demand Draft of Rs. 10000/- INR as Tender Fees (Non-Refundable) of Nationalise Bank in favour of Director, HRDC, Gujarat University payable at Ahmedabad is required to be submitted along with the bid.	Details of Demand Draft Amount: Date: Bank:

Notes:

1. You must provide the details for all the above fields.
2. You must attach documentary proofs where ever required.
3. You may attach annexures where needed/if the space provided is not sufficient.
4. If you fail to satisfactorily provide details or documents for the above you will disqualify in technical bid.
5. Agency must have a branch office in Ahmedabad.

Place:

Date:

Signature of the Authorized Person  
with Seal of the Company/ Firm Date:

List of Enclosures:

## **GENERAL TERMS AND CONDITION OF THE TENDER**

### **1. INFRASTRUCTURAL / TECHNICAL BID**

The bid to evaluate the qualification, operational experience and ability of the firm on documentary basis. Mere submission and qualification will not be sufficed to be technically qualified. The HRDC (ASC), GUJARAT UNIVERSITY team may visit or enquiry from the clients side if needed and if satisfied then the party may be technically qualified.

### **2. FINANCIAL BID**

There is a Financial Bid which has the cost part is to be submitted online on e-procure only. The price should be per person for the tour and inclusive of all taxes. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the HRDC (ASC), GUJARAT UNIVERSITY) will be treated as non-responsive and may get rejected. The cost of the tour per person will be on the basis of twin sharing.

Cost of the Package should be all inclusive which broadly includes:

- 1) Departure & Return Air Ticket from Ahmedabad to New Delhi and Dehradun to Ahmedabad. A/C BUS from Delhi to Mussoorie to Dehradun Airport.
- 2) Comprehensive Insurance of whole tour against accident, delay, natural calamity, baggage. The medical and accidental insurance of the passengers during tour. The insurance per passenger must be five lakhs or above.
- 3) Service taxes as on date for the travelling period.
- 4) Emergency medical service.
- 5) Accommodation in the hotel on twin share basis (4 Star and above)
- 6) Pure Vegetarian Meals (Indian Pure Vegetarian) for Breakfast/Lunch/Evening Snacks (High Tea)/Drinking Water Dinner etc. (1 or 2 Gala Dinner). Gala dinner on at least one day during the tour at a place of the operator' choice.
- 7) Transfers, Parking Charges, Sightseeing/ entry fees to any places/Excursion etc. as per the itinerary and instructions of the Director, HRDC.
- 8) Two mineral water bottle per day per person (one ltr. each minimum)
- 9) Service of Professional Tour manager(s) and Academic cum Historical guide.
- 10) Tips to the coach driver, if any.
- 11) Arrangement and Coordination with the Academic Institutes of Visit including permission of visit, arrangement of interaction with the academic and administrative staff of the institute visiting.
- 12) Group Photos with the heads of the institutions visiting.
- 13) Alternative vehicle of the similar facility and type is to be provided in case of break-down/accident/non-working of vehicle/transportation of any kind within an hour.

Note: There would not be any affect to the price quoted to HRDC-ASC, GUJARAT UNIVERSITY in case of any fluctuation of Currency, taxes etc. The tour operator should hedge to get rid of the risk.



**3. EARNEST MONEY DEPOSIT (EMD)**

A demand Draft of specified INR as EMD is required to be submitted along with the bid. The EMD of the successful bidder will be kept with us as security deposit and returned with the final payment.

**4. VALIDITY PERIOD OF BID**

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the HRDC (ASC), GUJARAT UNIVERSITY as non-responsive.

**5. FORMAT OF SIGNING THE BID**

- a. The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The letter of authorization shall be accompanied by a written power of attorney accompanying the bid.
- b. All pages of the original bid shall be initialled by the person signing the bid.
- c. 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 initialled by the bidder signing the bid.

**6. LATE BID**

Any bid received late by the HRDC (ASC), GUJARAT UNIVERSITY after the deadline for submission of the bid may be rejected at the sole discretion of the Institute.

**7. MODIFICATION AND WITHDRAWAL OF BIDS**

No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

**8. CLARIFICATION OF BIDS**

To assist evaluation and comparison of the bids, the HRDC (ASC), GUJARAT UNIVERSITY may ask the bidders for any clarification of the bids. The clarification and response from bidder shall be in writing.

The HRDC (ASC), GUJARAT UNIVERSITY does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and altering the specifications/no. of pax offered and the operator shall oblige to do the same at the rate quoted.

**9. EVALUATION OF TENDERS**

The HRDC (ASC), GUJARAT UNIVERSITY shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The HRDC (ASC), GUJARAT UNIVERSITY shall carry out detailed evaluation of the substantially

responsive bids. The HRDC (ASC), GUJARAT UNIVERSITY shall check the bid to determine whether they are complete, whether any computational errors have been made, proper documentation made, the ability of the party by inquiry etc.

Arithmetical error shall be rectified on the following basis: -

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected by the HRDC (ASC), GUJARAT UNIVERSITY (lowest will prevail).
- b) In case of discrepancy in words and figures, the amount in words shall prevail (lowest will prevail).

The evaluation of the successful completion of tour with large number of pax similar to HRDC (ASC), GUJARAT UNIVERSITY's requirement will be made by the committee. The Party therefore needs to give all the desired documents which help in evaluation.

A bid determined as substantially non-responsive shall be rejected by the HRDC (ASC), GUJARAT UNIVERSITY.

The HRDC (ASC), GUJARAT UNIVERSITY may waive any minor informal omission or non-conformity or irregularity in the bid which does not constitute a material deviation.

The HRDC (ASC), GUJARAT UNIVERSITY shall evaluate in detail and compare the bids which are substantially responsive.

HRDC (ASC), GUJARAT UNIVERSITY shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

The Bidder who provides information / documents as required above shall qualify subject to the submission of satisfactory report by our inspection committee /Credential verification if required, otherwise not.

## **10. NOTIFICATION OF SUCCESSFUL BIDDER**

Prior to the expiration of the bid period, the HRDC (ASC), GUJARAT UNIVERSITY will notify the successful bidder in writing by email/mobile message/in person or fax, to be confirmed in writing by above mode that its bid has been accepted.

## **11. ISSUE OF LETTER OF INTENT**

1. The issue of letter of intent shall constitute the intention of the HRDC (ASC), GUJARAT UNIVERSITY to place the work order with the successful bidder.

2. The bidder shall within 3 ( Three ) days of issue of letter of intent should give his acceptance in writing and will enter into an agreement.

## **12. CANCELLATION ON LETTER OF INTENT**

Failure of the successful bidder to comply with the requirement of submission of acceptance certificate in time shall constitute sufficient ground for the cancellation of the acceptance of bid and seizing the Security Deposit, in such case the HRDC (ASC), GUJARAT UNIVERSITY may make the offer to any other bidder at the discretion of the HRDC (ASC), GUJARAT UNIVERSITY or call for new bids. Once accepted the contract can not be cancelled by the bidder but we can cancel with a notice of five days without providing any reasons there on.

## **13. POST BID CLARIFICATIONS**

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the HRDC (ASC), GUJARAT UNIVERSITY in bid evaluation, bid comparison or award of the work shall result in rejection of the bid.

## **14. SUBMISSION OF BID**

Sealed offers shall be submitted containing Infrastructural/Technical Bid, Financial Bid. The bidders are also required to attach entire document (except for the price bid part) duly signed & stamped as a token of acceptance to the HRDC (ASC), GUJARAT UNIVERSITY conditions with this bid along with related documents like literature, catalogues, etc in sealed cover/envelope super scribing Tender No. & Name of Tender for “ACADEMIC EXCELLENCY TOURS (Ahmedabad-DELHI- MUSSOORIE-Ahmedabad) – 2018-19” and shall be addressed to the Director, HRDC (ASC), GUJARAT UNIVERSITY at the following address:

The Director,  
Human Resource Development Centre (ASC),  
School of Social Science Building,  
Gujarat University  
Navarangpura,  
Ahmedabad 380 009.

(i) Envelope shall indicate the name and address of the bidders to identify the bid and to enable the bid to be returned unopened in case it is declared ‘late’ or ‘rejected’.

(ii) Tender may be sent by Registered Post or delivered in person at the above-mentioned address. **The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.**

(iii) Bids delivered in person by the last date shall be submitted to the Director or person authorised by him to received so. The HRDC (ASC), GUJARAT UNIVERSITY shall not be responsible if the bids are delivered elsewhere. No acknowledgement shall be given for the tenders.

## **CONDITIONS OF CONTRACT**

### **15. PAYMENT TERMS**

- a) Generally payment shall be made on phase basis.
- b) The payment of 1<sup>st</sup> phase of 25% may be released tentatively during the tour.
- c) The payment of 2<sup>nd</sup> phase of 25% will be released within one week of completion of the tour.
- d) The final payment will be made within 180 DAYS after successful completion of the all the tours with mutually agreement upon the conditions. The schedule of payment may be changed with mutual consent.

The payment will be made on phase wise and in different percentages as decided by HRDC (ASC), Gujarat University. The percentage and date of payment shall be discussed with the awarding party on mutually agreed terms.

### **16. EXECUTION OF CONTRACT**

The lowest bidder with good exposure will enter into a contract with HRDC (ASC), GUJARAT UNIVERSITY after awarding of the contract. But HRDC (ASC), GUJARAT UNIVERSITY will also see other parameters to choose the party. The Lowest one is not the only category to be chosen.

### **17. PERIOD OF CONTRACT**

The period of Contract shall be from the date of award of contract and 30 days beyond the completion of the tour. However, HRDC (ASC), GUJARAT UNIVERSITY at its discretion may curtail or extend the contact period as per terms & conditions of contract on the same rate, terms and conditions

### **18. PRE-BID INSPECTION / SURVEY**

The bidder may visit HRDC (ASC), GUJARAT UNIVERSITY on any working days during the working hours and shall contact Dr.Jagdish Joshi, Director to have an understanding of the requirement.

### **19. ACADEMIC and Historical COORDINATOR**

1. The agency shall Deploy/ Depute Trained, Qualified and Experienced personnel for executing the day to day operation. He/she should be well conversant with cities /sites being visited, having prior experience in conducting tour in various cities /locations in proposed places of visit. The academic coordinator should be good at English, Gujarati and Hindi

Languages. The person must have an experience of service in academic institutions for at least ten years.

2. The personnel have to work as per the directives/instructions agreed upon in this regard or instructed by the Director, HRDC.

3. The personnel accompanying the delegates in tour must be well behaved, compassionate, having thorough knowledge of the cities and relevant rules and regulations. They must properly guide the delegates during the tour.

4. The Tour operator shall be fully responsible for any kind of accident / mishap to their staff by taking insurance.

## **20. ALTERNATIVE VEHICLE:**

Alternative vehicle of the similar or higher facility and type is to be provided in case of break-down/accident/non-working of vehicle/transportation of any kind within an hour.

## **21. MEDICO PERSONAL**

The agency shall Depute Qualified Doctor along with the participants.

## **22. VEHICLE**

- a) The vehicle should be registered as a commercial vehicle.
- b) Deployed vehicle shall have properly cleaned interiors and exteriors. Suitable air freshener and if required air purifiers shall be installed within vehicle.
- c) The vehicle should not be older than 3 years from date of this service request
- d) The vehicle(s) provided by the service provider shall have valid Registration Certificate, full comprehensive insurance to cover third party and occupants, fitness certificate, PUC, permit etc. and any other relevant permits/licenses essentially required by the RTO and any other statutory bodies for commercial operations, and must be revalidated before the expiry of the due date during the tenure of the contract period.
- e) The service provider shall ensure that the vehicles deployed by him are maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver.
- f) All vehicles shall be equipped with an emergency medical kit and a fire extinguisher.
- g) It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning (if requested as an add on) and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to user departments.

## **23. DRIVER / STAFF DEPLOYED**

The service provider shall be responsible for the acts and deeds of drivers and deployed staff of the vehicles including following –

- A. The driver and deployed staff in no case shall report to duty in an inebriated state or consume alcohol while on duty.
- B. The drivers and deployed staff of the vehicles deployed for user duties maintain polite & courteous behaviour towards users as well as to other staff. Following may be construed as “Misbehaviour” and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.
- C. Denial of duty during standard business hours of 8 am to 8 pm, or business hours as notified by user departments
- D. Use of abusive language
- E. Driver and deployed staff must be provided a working mobile phone and contact number be provided to user department.
- F. In an event that for any reasons the driver and deployed staff changes his/her contact number during the tenure of the contract then service provider will immediately notify the user department of the above change.
- G. The driver and deployed staff shall be reachable at all times during duty hours.
- H. Only drivers that possess a valid commercial driving license shall be deployed by service provider.
- I. Driver and deployed staff should be properly dressed in a neat and clean attire.
- J. The driver and deployed staff shall not report for duty in an inebriated state. In such an event user department shall have full rights to terminate the contract with immediate effect.
- K. Any complaint from the users/staff of the user department with respect to their behaviour/ uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.
- L. The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as service provider shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what-so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the service provider only and user/user departments will not be liable in any manner.
- M. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the service provider shall not be deemed to be employees of the user department hence the compliance of the applicable acts laws will be the sole responsibility of the service provider.
- N. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
- O. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider’s risk. Also, alternate vehicle of similar or higher category will be provided by Service provider without any extra charges.

## **24. MANAGE ALL THE APPOINTMENTS AND VISITS**

The agency shall Manage all the appointments and visits of the reputed academic institutions and organizations.

## **25. DAMAGE CAUSED TO INSTITUTION**

In case of any damage caused to the Institution of visit or visiting or participants due to negligence, carelessness or inefficiency of staff of the agency the agency shall be responsible to make good the loss. Decision of the Director, HRDC (ASC), GUJARAT UNIVERSITY shall be final & binding on both the parties.

## **26. TERMINATION OF CONTRACT**

The Director, The HRDC (ASC), GUJARAT UNIVERSITY reserves the right to terminate the contract with an advance notice of 05 days without assigning any reason. However, the actual payment made by the operator would be reimbursed on the proper submission of the bills and related documents. The cancellation amount retrieved from third party would also be taken into consideration.

## **27. FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 03 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist.

In case of any dispute, the decision of The Director, HRDC (ASC), GUJARAT UNIVERSITY shall be final and conclusive.

## **GENERAL CLAUSE**

Whenever under this contract any sum of money is recoverable from and payable by the agency, the HRDC (ASC), GUJARAT UNIVERSITY shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the agency. In the event of the security being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the agency or which at any time thereafter may become due to the agency under this or any other contract with the HRDC (ASC), GUJARAT UNIVERSITY. If this sum is not sufficient to cover the full amount recoverable, the agency shall

pay the HRDC (ASC), GUJARAT UNIVERSITY on demand the remaining balance due.

## **28. SUB-CONTRACTING**

The bidder cannot assign or transfer and sub-contract its interest / obligations under the contract without prior written permission of the HRDC (ASC), GUJARAT UNIVERSITY.

## **29. JURISDICTION**

All disputes arising out at any time, in connection with operation, effect, interpretation or out of the contract or breach thereof are subject to the jurisdiction of Courts in Ahmedabad.

## **30. TERMINATION FOR DEFAULT**

1. The HRDC (ASC), GUJARAT UNIVERSITY may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.

a) If the agency fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the HRDC (ASC), GUJARAT UNIVERSITY.

b) If the agency fails to perform any other obligations under the contract and

c) If the agency, in either of the above circumstances, does not remedy his failure within a period as demanded by the circumstance (or such longer period as the HRDC (ASC), GUJARAT UNIVERSITY may authorize in writing) after receipt of the default notice from the HRDC (ASC), GUJARAT UNIVERSITY or without any notice or on a notice period of maximum of 15 days.

2. In the event the HRDC (ASC), GUJARAT UNIVERSITY terminates the contract in whole or in part pursuant to above para, the HRDC (ASC), GUJARAT UNIVERSITY may hire the other agency at the risk and cost of the working agency under contract as HRDC (ASC), GUJARAT UNIVERSITY deems appropriate. However the agency shall continue to perform the contract to the extent not terminated.

## **31. RIGHT TO BLACK LIST**

HRDC (ASC), GUJARAT UNIVERSITY reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

## **32. NO COMMITMENT TO ACCEPT THE LOWEST OR ANY OFFER**

Gujarat University is under no obligation to accept the lowest or any other offer received in response to this tender and reserves its right to reject any or all the offers (part/full) including incomplete offers without assigning any reason whatsoever.



Gujarat University will not be obliged to meet and have discussions with any bidder and / or to entertain any representations.

**33. PENALTY**

The tour operator and the employees of the operator shall be held responsible for any guilty, misconduct, consumption of alcohol, fraud and mischief and misappropriation or any other type of misconduct or any mishandling on the part of Tour operator/ his employee would be imposed a penalty of Rs. 50000/- per instance or The Director, HRDC (ASC), GUJARAT UNIVERSITY may impose a penalty as deem fit according to the gravity of guilt/ loss/ misconduct/ misappropriation/mishandling etc.

**34. ARBITRATION**

In the event of any dispute arising between HRDC (ASC), GUJARAT UNIVERSITY and the operator in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to The Registrar, GUJARAT UNIVERSITY who may himself act as sole Arbitrator or may name as Sole Arbitrator an officer of GUJARAT UNIVERSITY notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration and Conciliation Act,1996 as amended from time to time shall apply to such arbitration. The agency expressly agrees that the arbitration proceedings shall be held at GUJARAT UNIVERSITY, Ahmedabad and the decision given by the Registrar, GUJARAT UNIVERSITY shall be binding on both the parties. The proceedings of arbitration shall be in English language.

**UNDERTAKING**

I..... (Designation)..... of (Name of the Company) .....

here by declare that my company/agency is/was never black listed by any government organisation.

**Signature**

**Company Seal**

DATE:  
PLACE:

**ACCEPTANCE CERTIFICATE**

I..... (Designation)..... of (Name of the Company) .....

here by accept the Terms & Conditions as mentioned in the tender bearing No.

**HRDC (ASC), GUJARAT UNIVERSITY/Admin/           dated**  
.....for ‘ACADEMIC EXCELLENCY TOURS  
(Ahmedabad-DELHI- MUSSOORIE-Ahmedabad) – 2018-19’ of HRDC (ASC),  
GUJARAT UNIVERSITY.

**Signature**

**Company Seal**

DATE:  
PLACE: