



Gujarat University

Tender No: GU/ESTATE/Canteen/2025-26/01

Providing Canteen Services (Food and Beverages services) at Gujarat University Campus.

Contents

1.	Background and other Information	3-4
2.	Definitions.....	5-6
3.	Instructions to Bidders	7-9
4.	Terms & conditions.....	10-13
	General.....	10
	Corrupt & Fraudulent Practices	10-11
	Termination / Revocation of License.....	11-12
	Acceptance of Tender and Validity of Bidder's Offer.....	12
	Refund of Earnest Money to the unsuccessful bidders.....	12
	Forfeiture of the EMD	12-13
	Inspection of Site / Infrastructure	13
	Confidentiality of Process.....	13
5.	Evaluation Process.....	14-19
	Opening of Bids.....	14
	Stage 1: Test of Responsiveness.....	14
	Stage 2: Pre-Qualification Criteria:	15-16
	Stage 3: Evaluation of technical bids.....	17
	Stage 4: Evaluation of Financial Bid.....	18
	Final Marking under QCBS.....	18-19
6.	Checklist for Technical Bid	20
7.	Technical Bid Format.....	21
8.	Annexure 1: Format for Financial Bid.....	22
9.	Annexure 2: Format for Covering letter	23-24

10.	Annexure 3: Formats for Technical Experience.....	25
11.	Annexure 4: Format for CA certificate indicating minimum Annual Turnover.....	26
12.	Annexure 5: Format for Affidavit cum Declaration	27
13.	Annexure 6: Format for anti-collusion certificate.....	28
14.	Annexure 7: Format for history of litigation	29
15.	Annexure 8: Format for declaration for not blacklisted.....	30
16.	Annexure 9: Details of Gujarat University Campus	31-32
17.	Annexure 10: Scope of Work.....	33-35
18.	Annexure 10A: Prescribed Menu	36-38
19.	Annexure 10B: Prescribed Special Party Menu.....	39-40
20.	Annexure 11: General Conditions of Contract.....	41-49
21.	Annexure 11A: List of Infrastructure, Furniture & Fixture and Equipment	50
22.	Annexure 11B: List of items to be repaired and maintained by Agency.....	51

Disclaimer:

1. The information contained in this Request for Proposals document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially details regarding the project sites, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
6. The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP at anytime during the Bidding Process.
7. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Agency, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure selection of the bidder as Agency.

8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Interpretation:

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
2. Reference to any gender includes the other genders;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
6. Any reference to a person shall include such person's successors and permitted assigns;
7. A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. In the case of any conflict, discrepancy or repugnancy between the provisions of the RFP documents, provisions of the Contract Agreement shall prevail over and supersede the provisions of other documents;
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement; and
13. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Contract Agreement.

1. Background and other Information

Registrar, Gujarat University, Ahmedabad on invites e-bids for **Providing Canteen Services (Food and Beverages services) at Gujarat University Campus** from experienced, financially sound and reputed Agencies. The details and schedule of important dates is as under:

Details and important dates:

Name of Work	Providing Canteen Services (Food and Beverages services) at Gujarat University Campus, Ahmedabad.
Duration of the Contract	1 (One year) and extendable by 2 year.
Date of Publishing	07.11.2025
Date & Time of Document's Downloading/ Start Date	07.11.2025, 18.00 hrs.
Last Date and Time of Document Downloading	27.11.2025, 18.00 hrs.
Bid Submission Start Date & Time	07.11.2025, 18.00 hrs.
Date & Time of Pre-bid Meeting	-
Last Date and time of Bid Submission (Financial)	27.11.2025, 18.00 hrs.
Last Date and time of Submission of Technical Bid (Physical)	28.11.2025, on or before 14.00 hrs.
Date and Time of Bid opening - Technical	28.11.2025, 16.00 hrs.
Financial Bid Opening Date	To be intimated after evaluation of technical bids
Cost of tender documents Fee(non-refundable)	Rs.5000/- (Rs. Five Thousand only)
Earnest Money Deposit (EMD)	Rs.2,00,000/- (Rs. Two Lakh only)

Bidders have to participate online. Tenderer will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solution-a division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n) Procure Support team:-

**(n) Code Solutions - A Division of
GNFC Ltd.,**

(n) Procure Cell 403,GNFC Infotower,
S. G. Road, Bodakdev,
Ahmedabad-380054 (Gujarat)

Contact Details:

Phone: +91-79-40007501, 40007512,
40007516,40007525,30181689,26854511,
26854512, 26854513 (EXT: 501,512,516, 525)
Fax: +91-79-26857321, 40007533
E-mail: nprocure@gnvfc.net
TOLLFREENUMBER: 1-800-233-1010 (EXT:
501, 512, 516 & 525)

Tender documents can be downloaded from the websites: (i) <https://tender.nprocure.com> the Financial Bid Due Date. The Bidders are requested to submit the Tender Fee and EMD amount in form of the Demand Draft / BG (Refer to Schedule 3 for List of Applicable Banks) along with the Bids. Bidders are required to submit their Technical Bids in the hard copy on the communication address as mentioned above, and Financial Bid to be uploaded on the website as mentioned. **The Financial Bid shall not be submitted with the physical copy of Technical Bids. If Financial Bid is submitted along with Technical Bid, it will lead to disqualification of the Bidder.**

2. Definitions

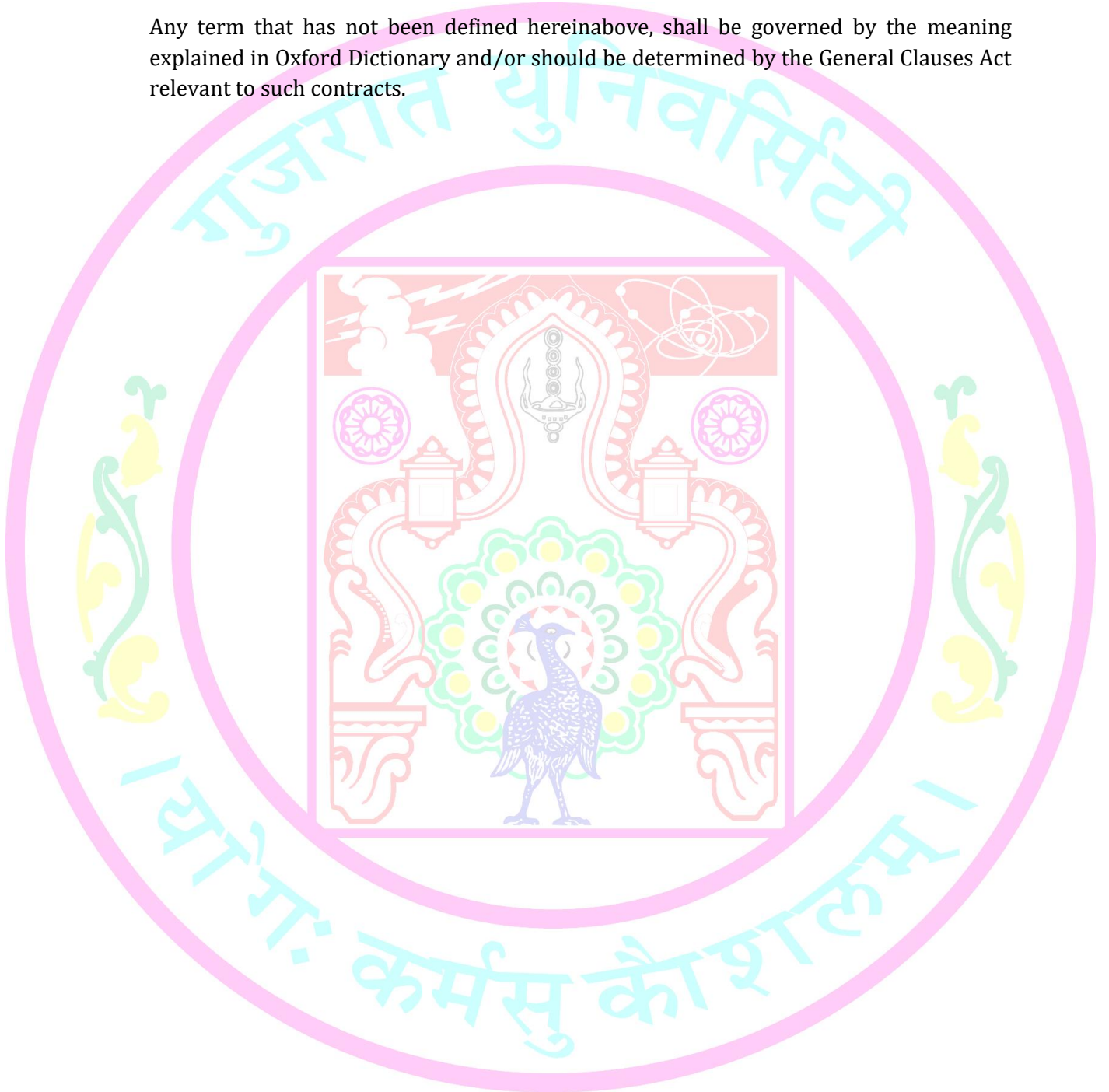
In this Tender Document, unless the context otherwise requires or provides for, the following words and expressions shall have the meanings as are hereinafter respectively assigned to them:

1. **“Authority”** shall mean Competent Authority.
2. **“Annexure”** referred to in the Tender document shall mean the relevant annexure appended to the Tender Document and the Contract.
3. **“Approved”** shall mean approved in writing.
4. **“Bidder”** shall mean the Bidder who submits the tender for the **Canteen Services** and shall include the successors and authorized / permitted assignees of the Bidder.
5. **“Gujarat University Campus”** shall mean **located** inside Gujarat University Campus.
6. **“Manager”** shall mean an Officer authorized by the Registrar, Gujarat University to work as the Representative Officer of Gujarat University Campus.
7. **“Commencement Date”** shall mean the date from which the Agency receives the notice to commence the Services.
8. **“Competent Authority”** shall mean the Vice Chancellor, Gujarat University, Ahmedabad.
9. **“Competent Officer”** shall mean an officer authorized by the Vice Chancellor, Gujarat University.
10. **“Contract”** shall mean the contract for the services and shall include the Tender Documents, the Special Conditions of Contract, the General Conditions of Contract, the Letter of acceptance and the accepted rates in the offer, the Agreement and mutually accepted conditions as per the correspondence exchanged between the Agency and the Competent Authority.
11. **“Contract Amount”** shall mean the sum quoted by the Agency as **License Fee** per month in his offer and accepted by Competent Authority.
12. **“Agency”** shall mean the individuals or firm or company and shall include legal representatives and heirs of such individual or persons composing such firm or successors of such firm or company as the case may be and authorized / permitted assignees of such individual or firm or company. This shall be synonymous with term “Bidder” used in the Detailed Tender Notice and shall mean the successful “Bidder”.
13. **“Letter of Acceptance”** means the formal acceptance of the bid issued by the Competent Officer.
14. **“Agency”** means the entity to which the contract is given.
15. **“Registrar, Gujarat University”** means the Registrar, Gujarat University, Ahmedabad , authorized representative.
16. **“Meals”** shall include Tea, Breakfast, Mid-morning tea, Lunch, Mid-evening tea, snacks and Dinner and other food items served on Special Occasions.
17. **“Prescribed”** shall mean as prescribed in the Tender Document.
18. **“Services”** shall mean the Catering and related services to be rendered to the Gujarat University Campus by the Agency as stated in the Contract or that are prescribed in the Tender document.

19. **“Tender”** means the Agency’s bid offered to the Competent Officer for the supply of the Food and Beverages Services and remedying of any defects therein in accordance with the provisions of the Contract and conditions of the tender.

20. **“Services” and “Scope of services”** shall mean the totality of the services and supplies of food and materials by expression or implication envisaged in the contract and shall include all material, equipment and labour required for commencement, performance, provision or completion thereof.

Any term that has not been defined hereinabove, shall be governed by the meaning explained in Oxford Dictionary and/or should be determined by the General Clauses Act relevant to such contracts.



3. Instructions to Bidders

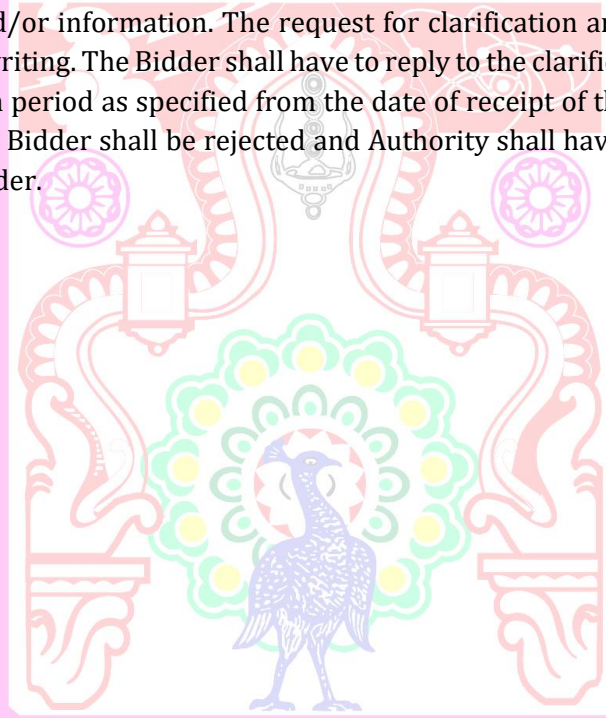
- 3.1 Sealed tenders are invited from the agencies having experience of providing / managing Catering and related services (serving all kinds of cuisine) at Hotels / Restaurants / Government Guest Houses / State Bhawans / Clubs of repute having support of professional staff with proven track record of operation and who/which fulfill the Technical Requirements.
- 3.2 Tender can be downloaded from the websites: (i) <https://tender.nprocure.com> before the Bid Due Date. **Tender Cost and EMD** to be submitted in the form of DD/Banker's Cheque in favour of "**Registrar, Gujarat University, Ahmedabad**" payable at AHMEDABAD. Any tender received without the tender fee and EMD would be summarily rejected. Demand Draft/ Pay Order/ Banker's cheque obtained earlier than the date of advertisement inviting bids for allotment of the license will not be accepted. All bidders are required to follow the bidding process as mentioned on the website <https://gad.nprocure.com> and are required to submit their technical bids online as well as in the hard copy on the communication address as mentioned, and the Technical and Financial Bid are to be submitted on the website as mentioned. **The Financial Bid shall only be submitted online and not be submitted with the hard copy (physical submission) of Technical Bids. If Financial Bid is submitted along with Technical Bid, it will lead to disqualification of the Bidder.**
- 3.3 The Bidders are advised to physically visit (before bid submission) and inspect at their own cost, all the existing facilities, availability of equipment, tools, building and premises as such, etc. that may be necessary for preparing the bid and for entering into an agreement for providing Canteen Services (Food & Beverage Services) at Gujarat University Campus, Ahmedabad. No complaints on the available facilities will be entertained at a later date.
- 3.4 Bids should be submitted on or before the respective Bid Due Dates and should be in the prescribed forms/formats as mentioned in this document. The Bid should be sent in sealed covers respectively super-scribed as "**TECHNICAL BID for Selection of Agency for Providing Canteen Services (Food & Beverage Services) at Gujarat University Campus, Ahmedabad.**" and **Technical & Financial BID** are to be submitted (**uploaded online**) on the website, as well, as mentioned as per the website's process. The technical bid shall be submitted in a bound format, with cover letter and index page. The bound Document along with the Tender Fee and EMD should be put in a large envelope and sealed. Sealed Bids can be submitted by courier/Hand delivery or sent by registered post at the following address:

**To,
Registrar, Gujarat University,
Room No.: 38
Tower Building
Gujarat University, Ahmedabad-
PIN: 380009**

- 3.5** Bids not in the prescribed forms/formats will be summarily rejected.
- 3.6** Bids shall be accepted only during office hours on Business Days up to the due date and time as given before. Bids received after the due date and time shall be rejected and shall be returned unopened.
- 3.7** In the event a qualified Bidder wants to withdraw the Bid, the EMD of such Bidder shall be forfeited.
- 3.8** Bidders are advised to fill all information clearly and legibly in typed format duly giving index and pagination.
- 3.9** The EMDs of all unsuccessful Bidders, except the Bidder (H2) next to the Preferred Bidder (H1), will be returned without any interest, promptly, but not later than one month after the expiration of the Bid validity period or within 15 days of issue of Work order to the Preferred Bidder, whichever is earlier. The EMD of H2 will be returned within 15 days of signing of Contract Agreement with the Preferred Bidder.
- 3.10** The EMD of H1 & H2 shall be extended beyond the original validity period in case the signing of Contract Agreement is delayed due to any reason. Such extension is however be as mutually agreed.
- 3.11** As per evaluation process mentioned in Section-5 of this tender, Preferred Bidder would be issued a Work order, inviting to sign the Contract Agreement (CA) on fulfilling conditions precedent.
- 3.12** The Preferred Bidder shall return a duplicate copy of Work order as issued by the Authority, duly signed by Authorized Signatory within 7 (seven) days from the date of issue of Work order.
- 3.13** Within 30 days from the date of issue of Work order, the Preferred Bidder shall sign the Contract Agreement with Authority failing which the Work order shall stand withdrawn without any liability on Authority and the EMD of such Bidder shall stand forfeited.
- 3.14** Bidders should note that:
- (i) If they withdraw their Bid after their Technical Bid has been accepted, or
 - (ii) In case Preferred Bidder fails to execute the Contract Agreement within 15 days from the date of receipt of the Work order, or
 - (iii) If they conceal any material information or make incorrect and misleading statements or misrepresent facts in their Bid, or
 - (iv) Try to influence Authority or any of its officials in relation to the evaluation of Bids;
- Authority shall have the right to forfeit their EMD and blacklist them from participating

in any future tenders issued by Authority.

- 3.15** Bids shall remain valid for a period of 120 days from the date of opening of the Financial Bid.
- 3.16** Authority reserves the right to accept or reject any Bid at its sole discretion and without assigning any reason.
- 3.17** Authority may, at its sole discretion, extend the respective due dates for bid submission and amend the Tender documents. In such a case, all rights and obligations of Authority and Bidders previously subject to the due dates will thereafter be subject to the due dates as extended. Any Addendum / details regarding revised due dates will be uploaded on the respective websites, which will subsequently form an addendum to this Tender, as required. The Bidders are advised to visit the websites from time to time.
- 3.18** During evaluation of Bids, Authority may, at its discretion, ask a Bidder for further clarifications and/or information. The request for clarification and the response thereto shall only be in writing. The Bidder shall have to reply to the clarification within 7 Business Days or any such period as specified from the date of receipt of the request failing which the Bid of such a Bidder shall be rejected and Authority shall have the right to forfeit the EMD of such Bidder.



4. Terms & conditions

4.1 General

- 4.1.1 Vice Chancellor, Gujarat University reserves the right to accept or reject any bid without assigning any reason and also to invite fresh bids, as deemed appropriate, or to have negotiation. Registrar, Gujarat University also reserves the right to withdraw bid for Providing Canteen Services (Food & Beverage Services) at Gujarat University Campus, Ahmedabad.
- 4.1.2 No conditional bids or incomplete bids or those received without required documents and Earnest Money shall be considered and shall be summarily rejected.
- 4.1.3 No modification or substitution of the submitted bids shall be allowed. Bidder may withdraw his bids after submission, provided that written notice of the withdrawal is received by Registrar, Gujarat University before the due date for submission of bids. In case, a bidder wants to resubmit his bid, he shall submit a fresh bid following all the applicable conditions.
- 4.1.4 The Vice Chancellor, Gujarat University reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the Vice Chancellor, Gujarat University, it is necessary or expedient to do so in public interest or for proper implementation of the services. The decision of the Vice Chancellor, Gujarat University shall be final and binding in this regard.
- 4.1.5 All communications to the office of Registrar, Gujarat University, Ahmedabad must be sent on the letter-head of the applicant under the signature of the authorized signatory whose name & designation must be mentioned in such letter. Any letter without name & designation of the authorized signatory and / or letters on plain paper may not be entertained.

4.2 Corrupt & Fraudulent Practices

- 4.2.1 The Vice Chancellor, Gujarat University requires that bidders under this contract observe the highest standard of ethics during the period of contract. In pursuance of this policy, the Registrar, Gujarat University:
- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
- i. **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and
 - ii. **“Fraudulent practice”** means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants / Bidders (prior to or after bid submission) designed to

establish bid prices as artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- (b) Will reject a proposal for award of contract, if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare an Applicant/ Bidder ineligible, either indefinitely or for a stated period of time, for award a contract/ contracts, if it at any time it is found that the Applicant/ Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

4.3 Termination / Revocation of License

- 4.3.1** In case of default of any of the terms stipulate herein or breach of any of the Terms and Conditions of the Contract Agreement or if any legislation prohibiting or restricting such terms is imposed or impending, the Office of the Registrar, Gujarat University shall be entitled to revoke/ cancel/ terminate the License granted under this Agreement with an immediate effect, without being liable to give any notice to the Agency. In such an event, the Agency will not be entitled to refund of license fee and the performance/Security Deposit. The Agency undertakes to vacate the Licensed Premises immediately or as directed by the Office of the Registrar, Gujarat University.
- 4.3.2** Any act of the Agency which results in violation of this Agreement or any of the Terms and Conditions contained therein or instructions of the Office of the Registrar, Gujarat University, shall give Office of the Registrar, Gujarat University the right to forfeit the entire amount of the performance/ Security Deposit in addition to the right to terminate the Agreement without any notice including making good the expenditure/ cost if any incurred by the Office of the Registrar, Gujarat University in this regard.
- 4.3.3** Upon the expiry of the period of the Licensed Term or earlier termination of the License for any cause whatsoever, the Agency shall have no right, title, interest to use the said Licensed Premises. The Office of the Registrar, Gujarat University shall have undisputed right to make use of the said Licensed Premises at its discretion thereafter and also to grant license and/ or further rights of the Licensed Premises to any third person or any other party(ies). It will be lawful for the Office of the Registrar, Gujarat University without notice to enter upon the Licensed Premises after the revocation of the License on termination/expiry of this Agreement. The performance/ Security Deposit shall be refunded by the Office of the Registrar, Gujarat University to the Agency only on the expiry of the License term after deducting/adjusting any existing dues of water, damage charges, if any, any other unpaid bill/ fee due.
- 4.3.4** The Agency may also, without assigning any reason, revoke the License and terminate the Agreement after giving two months prior written notice to the Office of the Registrar, Gujarat University, but in such an event the Office of the Registrar, Gujarat University shall not refund the License Fee & Performance Security or any part thereof.
- 4.3.5** Revocation of License and termination of the Agreement for any reason whatsoever shall not absolve the Agency from responsibilities, liabilities for damages and / or payments prior to the termination of the Agreement.
- 4.3.6** For violation of any terms & conditions of Agreement, the defaulter Agency will also be debarred for allotment of any Food & Beverage Services in Gujarat University Campus in his / her/ their name(s) or in the names of their partners, directors, employees, associates, subsidiaries, sister concerns, affiliates, administrators, representatives, successors etc. as defined in the Companies Act 1956 and/or in other applicable Acts. Any

person(s) acting under or through the defaulter Agency will also be debarred for allotment of any Food and Beverage services in Gujarat University Campus.

4.3.7 In case if for any reason whatsoever the Agency continues to occupy the said Government Premises beyond the expiry of Agreement, 100% of the security deposit shall be forfeited. If Agency or its staff member would make any kind of damage to any assets of this premises by any means, The Agency has to pay the full amount equivalent to the damage occurred as decided by the competent authority without any protest / demur. Under no circumstances will the agency be allowed to occupy the Gujarat University Campus premises/ Dining Hall after the fourteen days of default and the same would be taken over by this office without any notice and in such a situation, the agency will have no right to their items, if any, found in the outlet and the same will be disposed off at the risk and cost of the agency.

4.3.8 Bidder is requested to submit all the required documents properly indexed in the Bid with cross reference, to enable a faster scrutiny. It must have all necessary documents to support its claims made in the bid. This may include:

- (a) All the details sought from the bidder in the tender papers including all documents mentioned in pre-qualification criterion.**
- (b) E. M. D.**
- (c) Self-attested copies of all the documents on which the bidder relies upon to meet the criteria given in the Tender document.**

4.4 Acceptance of Tender and Validity of Bidder's Offer

A Competent Officer may accept a Tender on behalf of the Vice Chancellor, Gujarat University. The Competent Officer will inform the successful Bidder the acceptance of the Tender. The offer will be valid for a period of 180 days from the date of Technical Bid due date

4.5 Refund of Earnest Money to the unsuccessful bidders

Earnest Money shall be refunded to the unsuccessful bidders after award of license allotment letter. However, the successful bidder's earnest money shall be returned against the performance / security deposit amount.

4.6 Forfeiture of the EMD

4.6.1 In case the successful Bidder backs out and/or fails to take up the job under the Contract, the amount of EMD may be forfeited by the Competent Authority.

4.6.2 The successful Bidder shall not revoke his Tender or vary its terms and conditions without the consent of the Competent Authority during the validity period of Tender, failing which the Earnest Money deposited by the agency shall stand forfeited.

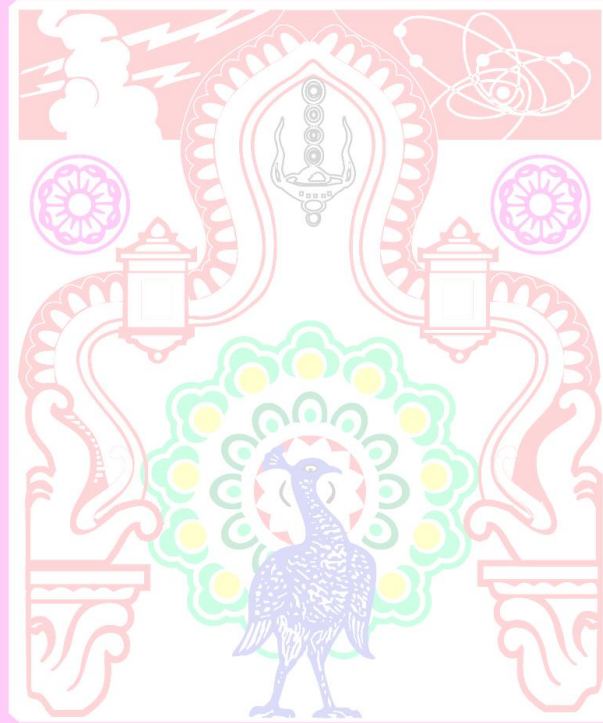
4.6.3 If the successful Bidder does not pay the Security Deposit or Performance Deposit in the prescribed time limit or fails to sign the Contract, the Earnest Money Deposit will be forfeited by the Competent Authority who may invite the next best choice available at risk and costs of original successful bidder which may be recovered by following the legal remedies available to the Competent Authority. **In deciding the selection of Agency for the services, great emphasis will be put on the ability and competency of Agency to provide high quality services according to the time schedule to be indicated by a Competent Officer.**

4.7 Inspection of Site/ Infrastructure

The Bidders before submitting its Bid should inspect and examine the site infrastructure and its surroundings and satisfy themselves about form and nature of the Site, the quantities and nature of the Work/Service and materials necessary for the completion of the Works/Services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its bid. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

4.8 Confidentiality of Process

Information relating to the examination, clarification, evaluation and comparison of Tenders and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. The information provided by the bidders shall be treated as provided in Commercial Confidence that will not be ordinarily disclosed.



5. Evaluation Process

Opening of Bids

1. The Authority, through its competent officers, shall open the Technical Bids on the date, place and time mentioned in Section 1 of this tender document and in the presence of the Bidders who choose to attend.
2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the Tender. Subject to the terms of this Tender, the Bids received shall be evaluated sequentially in the following steps:
 - Stage 1: Test of Responsiveness
 - Stage 2: Pre-Qualification of Bidders
 - Stage 3: Evaluation of Technical Bid
 - Stage 4: Evaluation of Financial Bids
3. It is hereby clarified that Technical Bids of only those Bidder(s) who qualify Stage 1 and Stage 2 shall be considered for evaluation in Stage 3.
4. On evaluation of Technical Bids, respective assessment towards qualification criteria shall be conducted. Only those Bidders who are found eligible as per the qualification criteria shall be considered for Financial Bid opening and the Financial Bids of only those Bidders shall be opened.
5. The Bidder will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the corresponding bid shall be rejected. The Authority may, in its sole discretion, exclude the relevant bidder from evaluation of the respective Bidder's Eligibility Bid.

Stage1: Test of Responsiveness

Prior to evaluation of the documents contained in the Technical Bid envelope, the Authority shall determine whether each Bid is responsive to the requirements set out in this Tender. A Bid shall be considered responsive only if:

1. It contains EMD of **Rs.2,00,000/-** in the form of DD and Non-refundable Tender Fees of Rs.5000/- in the form of DD.
2. It is received as per the formats prescribed in the Tender.
3. It is received by the Technical Bid due date including any extensions thereof. It is signed, sealed, bound together and marked as stipulated in the document.
4. It contains information in formats same as those specified in this Tender.
5. It contains the necessary documentary proof as specified in the Tender.
6. It does not contain any condition or qualifications, and it is non-responsive in terms hereof.

Vice Chancellor, Gujarat University reserves the right to reject unresponsive bids without assigning any reason whatsoever.

Stage2: Pre-Qualification Criteria:

Bids, which are found to be responsive to the requirements of the tender as specified above under Stage 1, would only be opened for assessing their Pre-Qualification for the bidding process as under.

S. No.	Technical Criteria	Documentary Evidence* in the name Of the Bidder
1	The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company / Private Limited Company (registered under the Companies Act, 1956 / 2013) or proprietorship firms /partnership firms registered with relevant authorities. Note: Bidders in the form of JV/ consortium are not permitted.	1. Incorporation Certificate, PAN Card, Aadhaar Card 2. Registered partnership deed copy duly attested and 3. For Proprietorship Company Valid Shop and Establishment license under the act
2	Minimum experience of three years as on 30th September 2025 in business of providing / managing Catering and related services (serving all kinds of cuisine) at Hotels / Restaurants / Government Guest Houses / State Bhawans / Clubs of repute/ Hospital/ Industrial or Institutional Canteen. Bidder will have to clearly state start month and year of Operation or Management of Fast food chains / Restaurant chains / food outlets of reputed brand on franchise basis. The experience will only be counted from owning / operating / managing such establishments by the bidder.	1. Operation Contract / Agreement/ License Agreement / Franchisee Agreement AND 2. Copy of license / registration from Local Municipal Corporation / other applicable authorities AND 3. GST No. and return / Service tax return etc. AND 4. A letter of recommendation from the head of the organizations where such canteen/ restaurant/ food joint/ hotel is functional. AND 5. Self-certified list (name & location) of Fast food chains/ Restaurant chains/ food outlets of reputed brand (Format at Annexure 3).
3	Minimum Annual Turnover of the Bidder shall be of Rs. 2.00 Crore (Two Crore only) in last 5 financial year.	1. Audited Financial Report past 3 (three) financial years during last 5 financial year AND 2. CA certificate indicating Annual Financial Turnover for past 3 (three) financial years during last 5 financial year, clearly bearing UCIN. (Format At Annexure 4)
4	Should have latest bank solvency certificate for amount of at least Rs.1.00 Crore	Solvency Certificate should not be prior to 01.01.2025. It should be from a nationalized or scheduled Bank.

S. No.	Technical Criteria	Documentary Evidence* in the name of the Bidder
5	The bidder shall provide the following identity details: 1. PAN 2. Service Tax Number 3. GST Number	A copy of the following: 1. PAN card 2. Service Tax Return Statement / Certificate. 3. Income Tax Return Statement / Certificate for 2022-23, 2023-24 & 2024-25. 4. GST Registration Certificate (Copies of the latest paid challan may be submitted to substantiate the claim)
6	The bidder has to submit its Affidavit cum Declaration Certificate	As per the format given in Annexure 5
7	The bidder has to submit an Anti-Collusion Certificate Signed and sealed by the authorized signatory	As per the format given in Annexure 6
8	The bidder has to submit its History of Litigation	As per the format given in Annexure 7
9	The bidder has to submit self-certified letter indicating that they have not been blacklisted by any Government Department, Organization, Corporation, or any other body	As per the format given in Annexure 8
10	The Bidder shall obtain and submit self-attested copies of all the necessary documents	Permission/ licenses of various authorities such as AMC, Commercial/ GST authority, ESIC/ EPFO, Labour Authority, Income Tax, Food Safety and Standard Authority of India (FSSAI)/ Concerned Local Authority (for health of workers) All necessary certificates duly attested need to be provided.

Note:

1. The Bidders must submit the documentary proof in support of meeting the pre-qualification criteria as a part of the bid. Simply undertaking by the bidder for any item of the criteria shall not suffice the purpose.

Stage 3: Evaluation of technical bids

Provided, the bidder fulfils the Pre-Qualification Criteria as per given parameters under Stage 2, their technical assessment will be done. After detailed evaluation as per marking system given below, Office of the Registrar, Gujarat University shall shortlist the bidder securing **70% or more** marks ("**Technical Score**"). Such bidder shall be called "Technically Eligible Bidder" and such technically eligible bidder shall only be eligible for Financial Bid opening. Technical Evaluation Criteria are given in the following table:

S. No.	Technical Criteria	Marking Pattern	Maximum Marks
1	Relevant minimum 3 years experience (in number of years) in providing / managing Catering and related services (serving all kinds of cuisine) at Hotels / Restaurants / Government Guest Houses / State Bhawans / Clubs of repute/ Hospital / Industrial or Institutional Canteen.	If experience in years is • ≥ 3 and ≤ 5 – 20 marks • > 5 and ≤ 10 – 25 marks • > 10 years – 30 marks	30
2	Minimum Annual Average Turnover: Rs. 2.00 Crore of the bidder. Documentary Evidence to be provided	If Turnover in Rs. Cr. Is • ≥ 2 and ≤ 3 – 20 marks • > 3 and ≤ 5 – 25 marks • > 5 – 30 marks	30
3	Concept Presentation Comprehensive Operational Plan with all details of manpower proposed (number, rank, experience, qualifications), provision of staff uniform, apron, cap etc for the catering staff and related services	A presentation is required either in soft / hard copy.	40
		Total	100

Notes:

- 1- Financial Bid of those bidders will be opened who qualify all the above mentioned criteria
- 2- The technical bids shall have to be submitted in a bound format, with cover letter clearly stating the location of bid and Index page. Bid submitted in loose form shall stand rejected.
- 3- The Financial Bids shall not be submitted along with the Technical Bids. It shall be submitted only through N-procure. If the Financial Bids are submitted with the physical copy of technical bid, it will lead to disqualification of the Bidder.
- 4- Authority may decide to make a surprise Site Visit at the locations as mentioned by the Preferred Bidder. The purpose of the same is to understand food and service quality standards, hygiene and cleanliness.

Stage 4: Evaluation of Financial Bid

“Technically Eligible Bidder” as given above shall only be eligible for Financial Bid opening.

- In the Financial Bid Stage, Financial Bids would be opened only for those Bidders who have been shortlisted in the stage as per stage 3 above.
- Financial Bid is required to be submitted on tender.nprocure.com (sample format at **Annexure1**) on or before the Bid due date.
- The Financial Bids will be evaluated on the basis of Financial Score (Sf), as defined below:

The Financial Score shall be calculated on the basis of Monthly License Fee as quoted by the bidder.

Calculation of Financial Score (Sf): The Financial Scores of the Financial Bids will be computed as indicated below:

- Financial Score of the Total Monthly Premium quoted, $Sf=100 \times F/F_m$**
Where,
Fm–Highest Total Monthly Premium as quoted among the technically shortlisted Bidders;
F–Total Monthly Premium as quoted in the Financial Bid under consideration;
Sf–Financial Score of the Bidder under consideration based on the Total Monthly Premium quoted (*marks out of 100*);

Final Marking under QCBS

After the Financial score for all the shortlisted Bidders are computed, technically shortlisted Bidders shall be ranked as per QCBS process as described herein. The final QCBS score shall be computed based on the combined technical and financial scores with a weightage ratio of 70:30 (weightage given to the Technical Proposal = 70%; weightage given to the Financial Bid = 30%) as indicated in the table below.

S. No	Description	Weightage	Score
1	Total Technical Score (St) of the Technical Evaluation Stage	70% (i.e. $St \times 0.7$)	
2	Total Financial Score (Sf) of the Financial Bid Stage	30% (i.e. $Sf \times 0.3$)	
3	Combined Score (<i>Score out of 100</i>)	100%	

Selection of Preferred Bidder

The Bidder achieving the Highest Combined Score shall be the Bidder to whom the Catering services, subject to the terms of this Tender, be awarded (the ‘Preferred Bidder’ or ‘Highest Bidder’).

In the event two or more Bidders obtain equal Combined Score (the "Tie Bidders"), draw process will be done between all the Tie Bidders and then Winner of the draw process will be selected as a Preferred Bidder.

Subject to the provisions of clause above, the Bidder whose Bid is adjudged as responsive in terms of this Tender and who achieves the highest Combined Score shall be declared as the Preferred Bidder. In the event that the Authority rejects all Bids or annuls the Bidding Process, as the case may be, for whatsoever reason, it may, in its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder

Generally, the Preferred Bidder shall be the Highest Bidder (H1). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this Tender, the second Highest Bidder (H2) be invited to match the Financial Bid submitted by the Highest Bidder (H1) in case such Highest Bidder withdraws or is not selected / considered for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case maybe.

Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical error in the following cases, namely: (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected. (b) if there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after those are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

Issue of Work Order after evaluation of the Bids

Upon completion of the Bid evaluation process, acceptance of the Bid and intention of award of the Project would be conveyed by Authority to the Preferred Bidder, who satisfies all other compliance requirements, the Work order would be issued to the Preferred Bidder.

Signing of License Agreement

The Preferred Bidder shall sign the Contract Agreement with Authority within 30 (thirty) days, or an early date as desired by the Authority, of issue of work order upon fulfilling the requirements.

If the Preferred Bidder fails to sign the Contract Agreement, the Bid Security of the Preferred Bidder shall be forfeited. In that event, the process, as defined in this RFP, will be followed.

The Bid Security of the Preferred Bidder will be released only upon signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.

6. Checklist for Technical Bid

Bids must be accompanied with the following documents:

1. Cover letter stating details about the Bidder and location of Bids.
2. Index page marking the flow and contents of the Bid (which should be bound together with the documents).
3. Documentary proof, where applicable, as evidence of satisfaction of the Technical and Financial requirements as stated in Section 5;
4. Bidder shall submit a copy of the Tender document with each page signed by the Bidder;
5. Earnest Money Deposit ("EMD") of **Rs. 2,00,000/-** shall be paid by way of a crossed demand draft / Bank Guarantee drawn on any Nationalized Bank or Scheduled Bank payable at Registrar, Gujarat university, Ahmedabad;
6. Non Refundable Tender Fee of **Rs.5000/-** shall be paid by way of a crossed demand draft drawn on any Nationalized Bank or Scheduled Bank payable at Ahmedabad;
7. Copies of all tax registrations;
8. A certified true copy (attested by a notary) of identity proof of the Bidders shall be submitted.

Bids that do not contain the above documents, where relevant, shall be summarily rejected. In such a case, Office of the Registrar, Gujarat University shall reserve its right to forfeit the EMD, if any.

Note:

- a. All the above mentioned documents shall be submitted along with the Technical Bids in hard copy on the date specified in Section 1 of the Tender document. If Bidder fails to submit any of the above mentioned documents, his/her Bids shall stand disqualified. Technical Bid shall also be uploaded online on n-procure.
- b. The Financial Bids shall not be submitted with the Technical Bids. The Financial Bids are to be submitted online on n-procure only. If any bidder submits the Financial Bid along with the Technical Bid, his Bid shall stand disqualified.
- c. The envelope containing the proposal shall be super scribed as "Tender for Selection of Agency for **Providing Canteen Services (Food & Beverage Services) at Gujarat University Campus, Ahmedabad**".
- d. DD/ BG for EMD and Tender Fee must be submitted in a separate envelope.

7. Technical Bid Format:

Point 1:

Cover Letter introducing Name of Organisation, core work area, experience and location of Bid. The same should be submitted in the format attached and on the letter head of the organisation of the Bidder.

Affidavit cum Declaration stating fulfillment of the technical and financial capabilities and showcasing commitment towards sharing correct information, submitted as part of Tender (same should be on a non-judicial stamp paper of Rs.500/- duly signed by the authorized signatory).

Copy of Tender document, with each page stamped and manually signed.

Point 2:

Respective ownership/ Agencys work order to be submitted.

In reference to the above all details to be submitted.

Details of Turnover: inform of CA Certificate and other respective documents

Point 3:

Demand Draft towards Tender Fee and Demand Draft towards EMD.

Notes:

- a. The above mentioned details under Point 1 & 2 should be as per the details sought, and should be one single document, which should be bound together
- b. Point 3 should be in a separate envelope
- c. Point 1 and 2 bound together and envelope of Point 3 should be kept in one single envelope and sealed for submission
- d. The envelope containing the proposal shall be superscribed as "Tender for Selection of Agency for Providing Canteen Services (Food & Beverage Services) at Gujarat University Campus, Ahmedabad".

8. Annexure 1: Format for Financial Bid

This Format is only for indicative purpose. The format will be available on N-procure website at the time of filing of bids. The Financial Bid shall not be submitted along with the Technical Bid. It shall be submitted only through N-procure. If the Financial bids are submitted with the technical bid, it will lead to disqualification of the Bidder.

To,
The Registrar,
Gujarat University,
Ahmedabad - 380009

SAMPLE

Ref: Financial Bid for Selection of Agency for Providing Canteen Services (Food & Beverage Services) at Gujarat University, Ahmedabad.

Dear Sir,

I/We hereby bid for **Providing Canteen Services (Food & Beverage Services) at Gujarat University Campus, Ahmedabad.**

Our quote, in Terms of reference given in the Tender document, is as under:

1	Monthly License Fee quoted by the bidder in Rs./ Month	Rs.
---	--	-----

The above quoted amount will be exclusive of GST. GST will be applicable as per rules.

I hereby certify and accept the following:

1. The Contract will be for a period of 1 (One) year initially. The same may be extended further for 2 (two) more years depending on flawless and continued services which would be reviewed continuously. The decision of the Vice Chancellor, Gujarat University would be final and binding in this regard.
2. I / We, as a Bidder, have inspected the existing premises and acquainted myself/ourselves before Bidding for the said Property.
3. I/ We understand that apart from quoted monthly rent amount, electricity charges, PNG charges etc. shall be payable by us regularly to the complete satisfaction of competent authorities at the rates prescribed from time to time, along with other statutory and local taxes and we undertake to pay the same regularly as per periodicity indicated by the concerned authorities. We understand that non-payment of dues on time will result in cancellation of license.

I certify that I have gone through the Tender document and I have understood and agree to the terms and conditions as mentioned in this Document and Contract Agreement.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our Bid is found to be non-responsive, will be sufficient for the Authority to reject our Bid and forfeit our EMD in full. I abide by the above offer/quote and terms & conditions of the tender document for Gujarat University Campus and the Work order if the Authority selects us as the Preferred Bidder.

Yours faithfully,

9. Annexure 2: Format for Covering letter

(To be submitted on letter head of the Bidder)

Date: _____

To,
The Registrar,
Gujarat University,
Ahmedabad - 380009

Ref: Selection of Agency for **Providing Canteen Services (Food & Beverage Services)** at **Gujarat University Campus, Ahmedabad.**

Sir,

In response to the Tender for Selection of Agency for **Providing Canteen Services (Food & Beverage Services)** at **Gujarat University Campus, Ahmedabad.**

After going through all the information and terms and Conditions given in the Tender documents including addendums, we are submitting our Bid for being shortlisted for the Assignment.

1. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made and the information provided herein are complete, true, and correct in all aspects. This Bid shall be valid for 180 days from the Technical Bid Due Date.
2. We acknowledge that **Office of Registrar, Gujarat University** will be relying on the information provided in this Bid and the documents accompanying such Bid for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Bid and in the Annexures are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.
3. All the required documents as perform at provided in the Tender document, duly signed, are enclosed.
4. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by **Office of Registrar, Gujarat University** in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection Process itself, in respect of the above mentioned Project
5. I/we agree and undertake to abide by all the terms and conditions of the Bid documents.
6. I/We hereby confirm that if we selected, we will depute Sr. Chef having experience mainly in Gujarati cuisine at Gujarat University Campus on permanent basis, credentials of who shall be got approved from the office of the Registrar, Gujarat University before signing the Agreement.

7. We also understand that:-

- (i) **The Vice Chancellor, Gujarat University** is not bound to accept the Bid of any Bidder, either in part or in full. If **Office of Vice Chancellor, Gujarat University** rejects any Bid or does not shortlist any Bidder, it may do so without assigning any reasons thereof.
- (ii) This does not entitle us to receive any documents or to be invited for Financial Bid for the Project;
- (iii) **The Vice Chancellor, Gujarat University** has the right to change or alter the details of the Projector scope of work;
- (iv) **The Vice Chancellor, Gujarat University** reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the Bidding process by any party, change the structure, procedures and timing of the Bidding process, alter the terms of participation in the Bid process at any stage of the Bid process and to suspend or terminate the Bid process.

8. Our organization details are as follow:

Sr.	Description	Details
1	Name	
2	Type(Individual/Partnership/Pvt Ltd/Public Ltd/Others)	
3	Date of Incorporation(For Companies)/Date Of Registration(For Partnership/Others)	
4	Company No.	
5	Nature Of Company(Core Area Of Working)	
6	Registered Office	
7	Contact Details	
8	Contact Person	
9	Branch Office(If Any)	
10	Pan No	
11	GST Registration Number	
12	ESIC Registration Number	
13	EPFO Registration Number	
14	List of Key Personnel (Name & Responsibility Only)	

Documentary proof for above mentioned details is attached herewith.

Yours faithfully,

10. Annexure 3:**Format for Technical Experience: Summary**

(Same should be furnished by the bidder on their letter head)

DETAILS OF COMPLETED CONTRACTS FOR SIMILAR WORK IN CHRONOLOGICAL ORDER w.e.f.01.04.2022 TO 31.03.2025

Sl. No.	Name and Address of the organization	Name, Designation and Telephone/email address of the officer concerned	Details of the contract including manpower deployed (in Nos.)	Value of Contract (in Rs.)	Duration of Contract	
					From	To
					DD/MM/YYYY	DD/MM/YYYY
A						
B						
C						
D						
	Additional Information, If any					

Signature of Bidder _____

Place: _____

Name & Designation _____

Date: _____

Note:

1. The claimed experience shall be supported by documentary evidence as mentioned above. Bidders are required to provide Agreement copy, and one latest bill clearly indicating GST number of all the **Restaurant / Cafeteria currently** that is being submitted in the bid for getting it evaluated under experience / for marking.



11. Annexure4: Format for CA certificate indicating minimum Annual Turnover

All figures in Equivalent Currency (in Rs. Crore)

Description	Last 5 financial year - Audited				
	FY	FY	FY	FY	FY
Operating Revenue					
(add) Other Revenue					
Total Turnover					

Financial Year: 1st April to 31st March

This is to certify that _____ (name of the bidder/member of the consortium) has Annual Turnover as shown above against the respective/s financial year/s.

Unique Document Identification Number (UDIN): _____

Signature _____

Name of the Statutory Auditor _____

Membership no _____

Designation _____

Name of the Audit Firm _____

FRN _____

(Seal of the firm) _____

DATE _____

Note:

- The Bidder shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANYSEAL _____

COMPANY _____

DATE _____

12. Annexure 5: Format for Affidavit cum Declaration

(Same should be on Rs.500/-Non Judicial Stamp Paper/Franking and to be Notarised and signed by the authorized signatory)

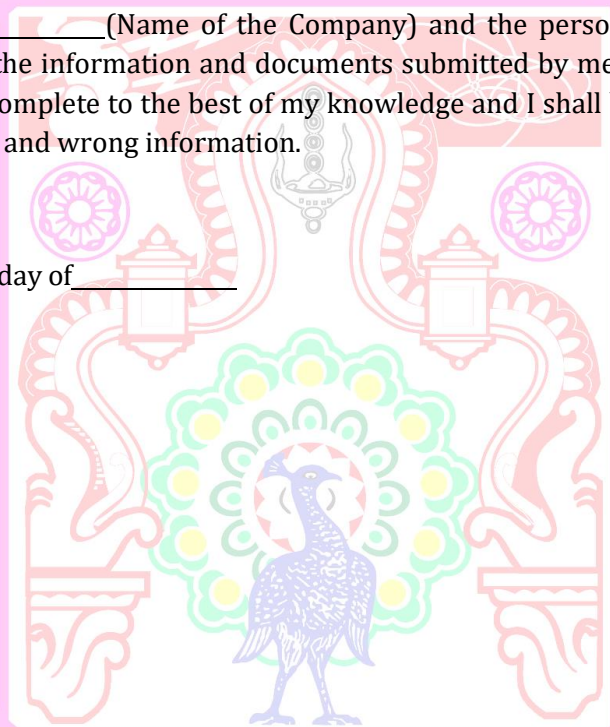
UNDERTAKING

To,
The Registrar, Gujarat University,
Ahmedabad -380009,

I _____ Aged having permanent residence at _____ solemnly affirm that I as the _____ (Post of the Signing Authority) of the _____ (Name of the Company) and the person duly authorized to submit the bid state that the information and documents submitted by me in the Technical Bid are true and correct and complete to the best of my knowledge and I shall be responsible in law for any misrepresentation and wrong information.

Solemnly affirmed on this day of _____

Yours Faithfully



ANTI-COLLUSION CERTIFICATE

Date:____

To,
**The Registrar,
Gujarat University,
Ahmedabad - 380009**

Ref: Selection of Agency for Providing Canteen Services (Food & Beverage Services) at Gujarat University Campus, Ahmedabad.

Dear Sir,

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this _____ Day of _____, 2025

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

HISTORY OF LITIGATION

Information on any history of litigation or arbitration resulting from contracts in last five year or currently under execution/operation.:

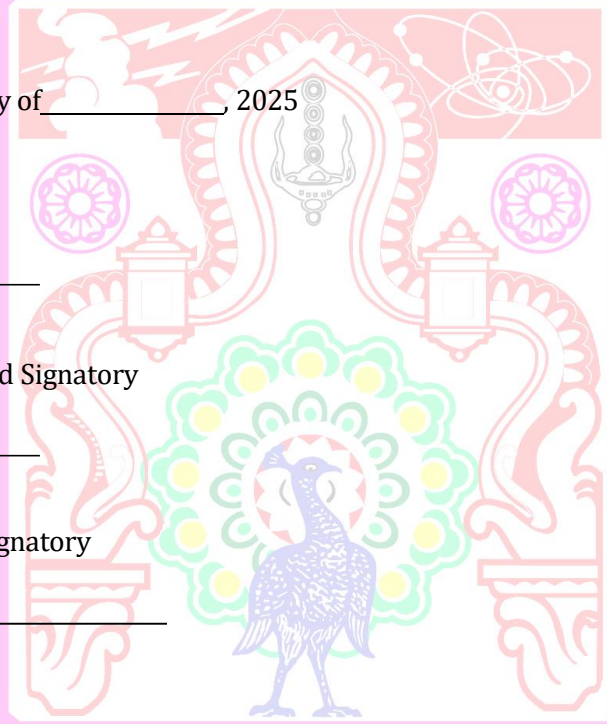
Year	Award for/or Against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

Dated this _____ Day of _____, 2025

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory



15. Annexure 8: Format for declaration for not black listed

(Same should be furnished by the bidder on their letter head)

DECLARATION FOR NOT BLACK LISTED

Date- _____

To,
The Registrar,
Gujarat University,
Ahmedabad - 380009

Ref: Selection of Contract or for **Providing Canteen Services (Food & Beverage Services) at Gujarat University Campus, Ahmedabad.**

Dear Sir,

I/ We _____ hereby confirm that

1. Our firm has not been banned or blacklisted by any Government Organisation/ Financial institution/Court /Public sector Unit /Central Government/State Government.
2. No letter / notice has been issued to our firm towards concealing any material information or making incorrect and misleading statements or misrepresentation of facts in our Bid for any other tender by any Government Organisation/Financial institution/Court /Public sector Unit /Central Government/State Government in past two years from date of Tender.

Signature of Bidder _____

Place- _____

Name _____

Date- _____

Designation _____

Seal

Note: Bidders, who have been found concealing any material information or making incorrect and misleading statements or misrepresentation of facts in their Bid, by any government organisation/Financial institution/Court /Public sector Unit /Central Government/State Government in past two years from date of Tender are also not allowed to participate in this bid.

16. Annexure 10: Scope of Work

Services include providing Catering and related services in the Gujarat University Campus for students, faculty and visitors.. The quality of services to be provided shall be of very high standard.

16.1 Catering Services:

As per Government orders, only **vegetarian** food is to be served in the Gujarat University Campus. In general the Agency is expected to provide authentic Gujarati food in addition to other cuisines as per approved menus. Catering and related services will include the following:-

- A. i.) Maintenance of the Kitchen areas to meet safe and hygiene on high standards before and after every service i.e. breakfast, lunch etc. by the selected bidder
- ii.) Upkeep, maintenance and Internal Décor of the Dining Hall and Kitchen
- iii.) If Agency wants to change the internal furniture of the premises, he can make changes at his own cost with prior permission of the office of the Registrar, Gujarat University.
- B. i.) Selected bidder will be required to depute good chef having experience mainly in Gujarati cuisine at Gujarat University Campus on permanent basis.
- iii.) The Agency will place signboards, signages, neon signs, price list, menu boards etc. at his own cost only after due approval of the Office of the Registrar, Gujarat University.

16.2 Subject to the condition that services given only to the Students, Staff and Visitors of Gujarat University Campus. The general public will not be permitted entry for catering services in Gujarat University Campus.

16.3 Every day, the Agency shall provide all the items as specified in **Annexure-10A** at the prescribed tariff rates. The Competent Officer may at his discretion require the Agency to include any new item at mutually agreed rates.

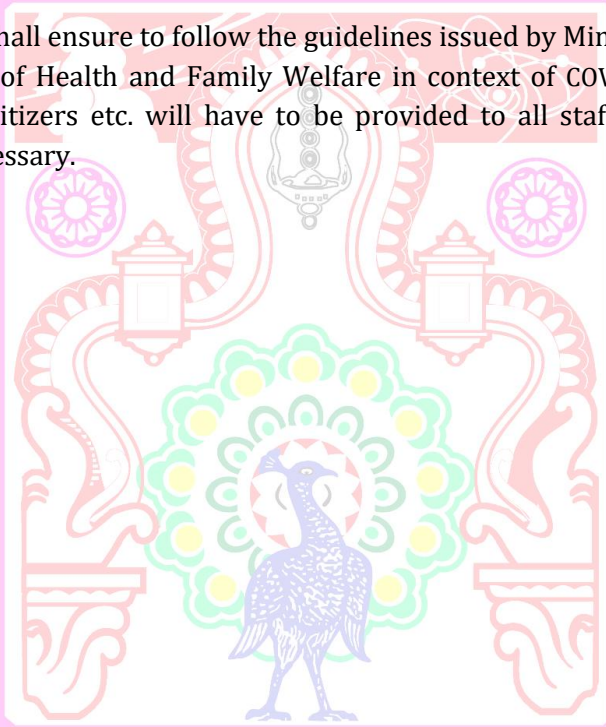
16.4 At the request of the Agency, the Competent Authority may revise the rates fixed for various items preferably at the end of each year or as decided by the Competent Authority. These will not exceed 10% of the cost fixed in previous year/occasion. The decision of the Competent Authority would be final.

16.5 The Agency would bring necessary equipment, utensils, crockery, cutlery, Thali, Katori, Glassware, tissue papers, packing material etc. as required for smooth functioning of the restaurants. While procuring the crockery and cutlery the Agency would also take into consideration the choice of the Competent Officer and purchase standard / branded items of use as approved by Competent Authority.

- 16.6 The Agency shall ensure that the food items served to the guests are fresh, of good quality (FSSAI certified), hygienically prepared using standard quality of raw materials having high nutritional value. Any discomfort/ illness/ indisposition caused by the consumption of food item(s) shall be viewed seriously and the Competent Authority may terminate the contract without giving any notice to the Agency. The Agency alone shall be held responsible for any such discomfort/ illness/ indisposition caused to the guests as a result of serving of unhygienic or stale food item(s)/ beverage(s).
- 16.7 Bills for the meals and services will be presented by the Agency to the user of canteen services in the Gujarat University Campus. The Agency will be solely responsible collecting payment directly from the consumers towards the cost of food and beverages supplied to them. He will be required to issue printed payment receipts to the guests. He will also maintain a register on the basis of such payment receipts on regular basis. The Register and other records pertaining to Catering Services in the Gujarat University Campus kept by him shall be open for inspection by the management to Gujarat University Campus. Agency should purchase the standard quality raw material and Branded items.
- 16.8 **The Agency shall not serve non-vegetarian food and alcoholic drinks either in the canteen or at any place within the premises of the Gujarat University Campus. Gujarat University Campus is a No Smoking Zone.**
- 16.9 **Agency should always use branded groundnut oil and ghee for Gujarati food, sweets and Rotis.**
- 16.10 The Agency shall prominently exhibit the schedule of prices of food items in the dining areas. The Agency shall also make available the dining hall, the laminated menu cards giving particulars of the food items served and their rates. The Agency shall put in place a mechanism of feedback acceptable to the Competent Officer.
- 16.11 The Agency shall be responsible for and shall ensure proper utilization of the facilities, equipment, furniture and utilities provided by the Gujarat University Campus without any manner of abuse or excess use. For any loss or damages to the premises, fittings, fixtures and equipment, recovery at replaceable value i.e. prevailing market rates would be deducted from the Bidder's security amount / pending bills and if required the material/ item repaired or replaced at his cost.
- 16.12 Notwithstanding anything elsewhere provided herein the contract may be terminated if the Bidder does not rectify defects in the maintenance, upkeep, hygiene and cleanliness of the kitchen and/or equipment to a satisfactory state to the Officer-in-Charge within a reasonable period of time given to him. If hygiene standards are not met with after giving a notice, the contract may be terminated for

want of capacity to meet stipulation. The competent authority may re- Tender the contract at the risk and cost of the Agency who shall bind himself to meet the loss incurred to the Gujarat University for the remaining period of the contract. Sample of prepared food may be sent to the Government Laboratories for checking the use of permissible ingredients at the sole discretion of the Competent Officer.

- 16.13 Gujarat University Campus Management may discard, destroy or confiscate any substandard quality raw material, raw food or cooked food.
- 16.14 The Agency will set up a mechanism for receiving complaints and feedback from guests and other stake holders on the designed format and forwarding it to Manager every week.
- 16.15 The Agency shall observe all statutory rules, regulations of the Government while running the Gujarat University Campus's Food & Beverage services.
- 16.16 The packing material and packed items should be as per the standards of the FSSAI.
- 16.17 **Health License from Concerned Local Authority to be obtained by the Agency within two months and will be renewed as and when required.**
- 16.18 The Agency shall ensure to follow the guidelines issued by Ministry of Home Affairs and Ministry of Health and Family Welfare in context of COVID-19. Masks, Gloves, Caps and sanitizers etc. will have to be provided to all staff by the Agency, if required/necessary.



Appendix 1

Rates of the items to be provided (sold) in Canteen/Outdoor cafe

Sr. No.	Items	Quantity	Max. Rates (including all taxes) (in Rs.)	
TEA/COFFEE/COLD DRINKS/MINERAL WATER				
1.	Tea regular half cup	80ml	10	
2.	Tea regular one cup	150 ml	18	
3.	Coffee half cup	80 ml	12	
4.	Coffee one cup	150 ml	20	
5.	Cold Coffee	200 ml	40	
6.	Lassi (sweet/salted)	200 ml	30	
7.	Milk plain	200 ml	15	
8.	Milk with Bournvita	200 ml	20	
9.	Milk with Cornflakes	150ml + 50 gm	25	
10.	Mineral Water (any ISI brand)	1 Litre/200 ml	MRP	
11.	Cold Drinks (Packed Lassi, Pepsi, Coke, Thumps Up etc.)		MRP	
12.	Milk Shake / Fresh Fruit Juice	200 ml	40	
SNACKS				
13.	Daal Vada plate	100 grams	25	
14.	Mendu Vada plate	Two piece	25	
15.	Idli plate	Two piece	25	
16.	Plain dosa with sambhar & chutney	200 grams	30	
17.	Masala dosa with sambhar & chutney	200 grams	40	
18.	Uttapam (onion / tomato)	150 grams	30	
19.	Chholey Bhaturay	150 grams	30	
20.	Pav Bhaji	150 grams	30	
21.	Veg. sandwich Big	Big Slice (2)	25	
22.	Cheese sandwich big	Big Slice (2)	30	
23.	Bread Butter toast (2 piece)	Big Slice (2)	20	
24.	Grilled cheese sandwich 2 pcs.	Big Slice (2)	40	
25.	Jam sandwich	Big slice (2)	20	
26.	Samosa regular	Two piece	20	
27.	Poha 1 plate	150 grams	15	
28.	Chana Kulcha	2 Pieces	30	
29.	Veg. cutlet	Two piece	20	
30.	Dahiwada	150 grams	25	

Sr. No	Items	Quantity	Max.Rates (including all taxes) (in Rs.)	
31.	Upma	150 grams	20	
32.	Bread Pakora (potato filled)	Two piece	20	
33.	One Paneer Pakora (25 gm paneer)	Two piece	25	
34.	Kanda wada	100 grams	20	
35.	Gota	100 grams	20	
36.	Aloo pakoda (Bataka wada) plate	Two piece	20	
37.	Veg.chowmin (full plate)	200 grams	40	
38.	Veg chowmin (half plate)	100 grams	20	
39.	Spring roll	200 grams	40	
40.	Maggie	1 pack	20	
41.	French fries	100 grams	20	
42.	Curd/raita	120 ml	15	
43.	Pineapple raita	120 ml	20	
44.	Mix raita	120 ml	20	
45.	Veg biryani	200 grams	25	
46.	Poori, Sabji	5 Poori, Subji	30	
47.	One Aloo Paratha with pickle	150 grams	25	
48.	Mix Fruit chat 1 plate	150 grams	20	
49.	Mix Fruit custard (1 plate)	250 grams	25	
50.	Khandvi	100 grams	20	
51.	Nylon Khaman	100 grams	20	
52.	Dholka	100 grams	20	
53.	Patra	100 grams	20	
54.	Dhokla	100 grams	20	
55.	Ganthiya	100 grams	20	
56.	Veg burger	1 piece	15	
57.	Dabeli	1 piece	15	
58.	Vadapav	1 piece	15	
59.	Small pizza (veg.)	150 grams	35	
60.	Panipuri	6 piece	20	
61.	Bhel	100 grams	15	
62.	Full Thali (2 types of vegetables, rice, salad, dal, 5 chapati,)	One plate	80	
63.	Ice cream : of standard company	As per MRP		
64.	Any packed item	As per MRP		

17. Annexure 11: General Conditions of Contract

17.1 Introduction

The essence of the contract will be to supply excellent quality prepared food and related services to the students, staff and visitors in Gujarat University Campus. The Gujarat University Campus has adopted THE HIGHEST quality standards for all its activities and the bidder is required to render services, meeting stringent standards and qualities for raw materials and prepared items.

Following are the general terms and conditions for providing Catering Services at Gujarat University Campus. The bidders are advised to carefully study them before submitting their bids. These terms and conditions will have to be followed by the Agency and no violation of these terms & conditions will be allowed. Any deviation in the bids from these terms & conditions may result in rejection of the bid. The successful bidder will enter into a Contract with the Competent Authority / Competent Officer of the Government of Gujarat.

17.2 Parties to the Contract

The parties to the Contract shall be the Bidder, whose offer is accepted and on behalf of Government of Gujarat the Competent Authority/Competent Officer. The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be in all matters pertaining to the contract. If it is found that the person concerned had no such authority, the Competent Authority may, without prejudice to any other civil/criminal remedies, terminate the Contract and hold the signatory and/ or the firm liable for all costs and damages for such termination which may also be reported to the police.

17.3 Right of the Competent Authority to Inspection of Services

The Competent Authority or his/ her subordinates shall have unabridged right to inspect and supervise the day-to-day operations of the Agency, including the inspection of the premises, to ensure maintenance of high quality standards conforming to the Food & Beverage items of the contract. Any direction issued in this regard by the Competent Officer should be strictly complied with.

17.4 Monthly License Fee

The Agency shall have to pay the License Fee per month by 5th day of each month for use of Gujarat University Campus's space, infrastructure including utilization of Dining Areas, Lounges, Halls and Kitchens along with available existing equipment only, furniture, LPG/Piped Natural Gas Supply (PNG) connection & Electricity Charges.

17.5 Imposition of Penalty for Late Payment of Monthly Rent Amount

The successful Bidder is required to pay Monthly License Fee by 5th day of every month failing which, a penalty @ Rs. 1000/- per day after the due date of payment i.e. 5th day of each month will be levied. For nonpayment of the license fee and the penalty, the Competent Authority may recover it from the Pending bills, Performance / Security Deposit without further notice. For repetitive failure to pay the license fee on time, the contract may be terminated. However, this will be without prejudice to any other action that the Competent Authority may take for recovery of the amount due.

17.6 Period of Contract

17.6.1 The period of contract will be for 1 (One) year extendable for 2 (Two) years. but during this extended period monthly License Fee will be payable @ 10% more than the basic license fees during the 1st extended year subject to satisfactory performance / Service of Agency. The Competent Authority may revoke the contract if the Agency fails to abide by any of the terms and conditions of the contract or acts in a manner prejudicial to the interest of Gujarat University Campus or Government of Gujarat. Before revoking the contract, the Competent Authority shall give the Agency an opportunity to be heard. However, the decision of the Competent Authority in this regard shall be final.

17.7 Performance/ Security Deposit

For the contract period, the Agency shall furnish a Performance/Security Deposit of ~~Rs. 10 Lakh~~ to be paid within 07 (seven) days of the receipt of Letter for the same. Then after, the work order will be given to agency. The above Performance/Security Deposit shall be paid in the form of Fixed Deposit Receipt from a Nationalized Bank /Scheduled Bank for tenure of 42 months pledged in favour of "Registrar, Gujarat University, Ahmedabad" Payable at Ahmedabad.

17.8 Forfeiture of the Deposits

If during the term of this Contract the Agency is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to the Gujarat University, the Competent Officer shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Deposits. Nothing herein mentioned shall debar the Competent Officer from recovering from Agency by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case, the same shall exceed the amount of the Performance Deposit. After appropriating the deposits, the Agency shall provide the amount appropriated at the earliest, but not later than 15 days from the date of appropriation failing which the contract may be terminated at the risk and cost of the Agency.

17.9 Return of Performance/ Security Deposit:

All Security Deposits shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Competent Authority. The Deposits shall be returned to the Agency by the Competent Officer provided that no outstanding claims of the Competent Officer on the Agency remain outstanding. In any case, P.G. will not be returned before expiry of 42 months as indicated in herein.

17.10 PNG and Electricity Bill

The Agency shall make an economical use of electricity, water supply and PNG. The Agency shall be responsible to pay Electricity bills as a fixed amount ~~Rs. 7500/-~~ (Rupees Seven Thousand Five Hundred Only) monthly for the Kitchen and General dinning hall area. Charges of PNG would also be borne by the Agency. Advance Consumption Security towards PNG as and when will be demanded by the IGL shall be deposited by the Agency. If for any reasons, there is a shortage of these essential supplies to Gujarat University Campus the Agency should make his own arrangements for the supply of these utilities for his operations. For non-payment of the utility bills beyond 30 days, the Competent Authority may order for recovering these from Performance/ Security Deposit or pending bills without further notice.

17.11 Night stay of Staff

No staff of agency will be allowed/ permitted for night stay in any rooms of Gujarat University Campus premises.

17.12 Infrastructure Supplied

17.12.1 Gujarat University Campus will provide Dining Halls, Dining Rooms, Kitchens and Pantry with available infrastructure, stores to run the catering services which include Existing furniture, Existing available kitchen equipment, ~~LPG/ PNG~~, electricity & water connection, air-conditioners, ~~telephone, T.V.~~, etc. A list of kitchen equipment items is given in **ANNEXURE-11A**. The Agency will arrange all additional items required for providing the catering services at his own cost. The Agency shall use the said furniture, fixtures and other equipment with utmost care and caution. At the time of termination of the contract or after the expiry of the contract period whichever is earlier, the Agency shall deliver the actual possession in the same / working condition in which these equipment were to be given to them. The Agency shall be liable to pay to the Competent Authority, the actual cost of damages to the furniture, fixtures & equipment. If the Agency fails to pay the cost of damages, the Competent Authority may recover the same from the performance / security deposit and the amount not covered by the said deposit, through action as per the law. The equipment for kitchen and restaurant provided to the Agency will remain with him till termination of contract or expiry of period of contract whichever is earlier. All items indicated herein should be put to use in good condition/proper maintenance. The repair and maintenance of the items mentioned in **ANNEXURE- 11B** will borne by the Agency.

17.12.2 The Agency shall have no right whatsoever to the premises or equipment or furniture or fittings permitted to be used by him and shall not claim any right whatsoever in respect of above said articles, specified in the inventory list which shall deemed to be given purely on loan basis. The Agency shall not further assign or otherwise dispose of the said articles to any other personas the same will be treated as government property for all matters.

17.13 Taxes, Labour Laws and other Regulations

17.13.1 The Agency shall be liable to comply with all the rules and regulations in respect of all statutory obligations/ requirements (ESIC/ EPFO/ Bonus etc.) applicable to the manpower including safety regulations in accordance with the existing rules and regulations of Government. The Client shall not bear any liability whatsoever for personnel deployed. It is mandatory that the employees must be paid through bank by ECS.

17.13.2 The Agency will be exclusively responsible to meet and comply with all legal requirements with respect to the food items prepared and sold by him to the guests in the Gujarat University Campus, including with respect to raw materials and ingredients used from time to time. The Agency shall be exclusively responsible for any violation of the provisions of any applicable law with regard to the preparation, storage, and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, Weights and Measures Act and all statutory rules, regulations and orders governing the services.

17.13.3 The Agency shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant there to or anything done or service rendered pursuant thereto.

17.13.4 Due to outsourcing of the catering and related services, if the Competent authority is liable to pay any tax or cess to Local or any other authority, the same shall be borne by the Agency.

17.13.5 The Agency will ensure that the employees engaged by him have no criminal record and are trained in catering/ nutrition technique, well mannered, polite, bear good conduct, neatly dressed, physically fit and free from communicable diseases.

17.14 Staff

17.14.1 All staff hired by the Agency to work and provide room services etc. in Gujarat University Campus, should have experience of having worked in an establishment providing food and other eatables of repute and possesses basic training and qualifications from a reputed institution. **The staff should be smart, honest, smartly dressed in a proper uniform (two pairs each for summer and winter) to be provided by the Agency. The staff hired by the Agency and the uniform shall be approved by the Competent Authority. All the staff working in the kitchens should wear Aprons, Caps and abide by all the health/hygiene standards as prescribed by local authorities.**

17.14.2 The Agency shall always maintain adequate strength of staff to be deployed for supervision, preparation of food, services and cleaning etc. For this purpose following number of staff must be available during 10.00am to 18.00 pm to avoid any complaint:-

Canteen Supervisor	:	2
Cook	:	2
Helper	:	2
Waiter for dining/ room service:		6
Dishwasher	:	2
Cleaner	:	2

17.14.3 Efficiency, promptness, quality service, clean turnout, good behavior and politeness on the part of the Agency and his staff are the essence of the contract. The Agency is required to supervise the operations at all working hours and his manager or supervisor shall personally be responsible for all the catering services and proper operations in the premises. The Agency shall engage his own staff for the work in the kitchen, for cooking and serving the food in the dining halls for catering of the Gujarat University Campus.

17.14.4 The Agency shall on his own responsibility appoint all the necessary staff and employees who should be proficient in running the kitchen and room service. The Competent Authority shall have no responsibility or obligation, legal or otherwise in respect to the affairs of such employees, including their appointment, conduct, discipline, termination, wages, terms & conditions of work etc. which are the sole obligation of the Agency.

17.14.5 The Agency shall ensure proper health and hygiene of the staff deployed for work in kitchen and room services. **The Agency is to arrange and ensure medicals of his workers (both kitchen and room service) every six months and certificate to this effect is to be submitted to the Office of the Registrar, Gujarat University. Each and every staff appointed by the Agency should have police verification certificate.** The Agency shall follow all statutes, rules and regulations that are applicable for such employment as well as the employees. He will alone be liable for action under these rules and regulations.

17.14.6 Smoking and drinking of alcohol in the kitchen premises and the premises of Gujarat University Campus is strictly prohibited and staff of the Agency shall follow the prohibition orders. Agency shall expressly indemnify the Government of Gujarat and the Competent Authority of any such action.

17.14.7 Any lost and found belongings of the guests/officials of the Competent Authority/ visitors shall be promptly handed over by the staff of the Agency to the officers of the

Competent Authority.

- 17.14.8** The Agency shall arrange to properly dispose of the waste and garbage generated in and incidental to the operations of the services every day.
- 17.14.9** Entry into the Gujarat University Campus by any Agency's personnel will be subject to issue of Gate Pass/ Identity Cards to be issued by Agency to such persons.
- 17.14.10** The Agency shall prepare and change daily the cyclic menu as specified by the competent officer or manager.
- 17.14.11** Uses of polythene bags/ plastic cups are prohibited in the Gujarat University Campus premises. The Agency shall take all measures to dispose of the waste generated. In case the Competent Officer is not satisfied with disposal of waste, he shall get it disposed off at Agency's risk and cost.
- 17.14.12** Work shall be carried out by the Agency as per the conditions of contract.
- 17.14.13** The guests/staff of Gujarat University Campus are to be provided meals at prescribed rates indicated at **Annexure 10A & Annexure 10B**

17.15 Penalty Provision

The Agency shall also be liable for penalty @ Rs. 500/- per instance in the following cases:-

- a) Inappropriate behavior of the Agency/staff.
- b) Inappropriate quality/quantity of food items.
- c) Improper use of Competent Authority's property and premises.
- d) Inappropriate service standards by the staff of the Agency or stoppage of services.
- e) Non maintenance of hygiene, cleanliness (except for reason beyond the control of Agency like natural disasters etc.)
- f) Not maintaining the committed strength of manpower by the Agency.
- g) Any other misconduct noticed by the Competent Officer or his subordinates.

No penalty will be imposed without giving proper and prior hearing of Agency's viewpoint.

However, Competent Authority's decision will be final and binding with regard to the imposition and extent of penalty. **The amount of penalty will be deducted from the Agency's subsequent bills or as a matter of last resort from the Performance / Security Deposit.**

17.16 Assignment of Contract, Alternation in Firm

Except where otherwise provided by the Contract, the Agency shall not subcontract any part of the Contract, whatsoever without the prior consent of the Competent Authority. The Agency must provide proof of handling the contract independently and not by forming a consortium of various Agencies.

Subcontracting is not permitted. The successful Bidder shall not hand over the possession of premises or he shall not reassign this contract or sub-lease the premises to any third party during the period of contract

The Agency can however with the prior consent of the competent authority, hire an expert(s) for preparation of any specialized food and or for arranging a special party.

In case of a holding company having more than one independent units or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such Bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

17.17 FORCE MAJEURE – OBLIGATIONS OF THE PARTIES

"Force Majeure" shall mean any event beyond the control of Client or of the Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care

and good industry practices and shall include, without limitation, the following:

1. War, hostilities, invasion, act of foreign enemy and civil war;
2. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
3. Strike, sabotage, unlawful lock out, epidemics, quarantine and plague;
4. Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (i) The date of commencement of the event of Force Majeure;
- (ii) The nature and extent of the event of Force Majeure;
- (iii) The estimated Force Majeure Period,
- (iv) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- (v) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- (vi) Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

17.18 Disputes & Arbitration

If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to #Superintending Engineer (Higher Authority) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the #Superintending Engineer.

17.19 Legal Jurisdiction

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Agency in any Court of Law except principal court of Ordinary Civil Jurisdiction at Ahmedabad which shall have exclusive jurisdiction to the exclusion of any outside court.

17.20 Execution of Contract Document

The successful Bidder shall be required to execute a contract Agreement with the Registrar, Gujarat University on the non-judicial stamp paper of amount as prescribed under any law governing the Contract. The Competent Authority reserves the right to amend the terms & conditions of contract after mutual discussions and shall only be in writing. The Agreement should be signed within 15 days from the date of acceptance of the Tender. The Contract will be governed by the Contract Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC. It shall be incumbent on the successful Bidder to pay stamp duty (if applicable)/purchase of stamp paper for the Contract Agreement, as applicable on the date of the execution.

17.21 Documents to be maintained

Such other documents as may be required by the Competent Authority to ensure that the Agency has duly complied with his contractual and statutory obligations. Copies of the Income Tax / GST, Etc. (applicable as per rule) paid, shall be submitted to the Competent Officer in Gujarat University Campus.

17.22 Rights of the Competent Authority:

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the Clauses by the Competent Authority shall be final and bindings on all Parties. Notice to form Part of Contract Tender Notice and these instructions shall form part of the Contract.

17.23 Inspection

The Competent Authority shall be entitled to inspect and/ or test by itself or through any of its representative or an independent agency any premises of the Agency and materials stored therein for use pursuant to the contract and/or any ingredient to be used in the preparation of food intended for provision or sale pursuant to the award of contract. If any material, item or component intended to be used for the work is found to be unsatisfactory (in which matter the decision of the Competent authority or his authorized representative shall be final) the Agency shall not use such material, and shall keep the competent authority indemnified from and against any claim of infection, poisoning or illness arising from any bad, stale or defective food or material provided by the Agency.

17.24 Interpretation:

The special conditions of Contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

17.25 Similarly, in case, the Competent Officer desires to include any new items in the contract for food & beverages the same will be negotiated with the Agency.

17.26 Final Payments and Retentions

Release of final payments and retention money outstanding on expiry or termination of the contract shall be subject to the Agency furnishing satisfactory proof of re-deployment or retrenchment, as the case may be, of employees who were deployed by the Contract or pursuant to the contracts to work within the premises of the Gujarat University Campus.

17.27 Insurance

The Successful bidder (Agency) shall take third party insurance to cover any accident or accidents of any nature, for an amount as required for this type of work against damage/ loss/ injury to property or persons or loss of life during the complete period of the contract. Relevant documents in this regard shall be submitted to the Competent Officer.

17.28 Indemnity

The Agency shall indemnify and keep indemnified the Competent Officer against all losses and claims for injuries and or damages to any person or property. The Agency shall abide by and observe all statutory laws and regulations in matters of FSSAI Act, Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, GST, Royalty, Excise Duty, Works Contract etc. and shall keep the Institute indemnified against all

penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or Bylaws. The Agency shall not employ child labour. Payment to workers must be according to Minimum Wages Act as brought out by the Labour Commissioner Office, Gandhinagar from time to time.

