



# **Gujarat University**

Tender No: GU/ESTATE/Hospitality/2023-24/03

**HOSPITALITY SERVICE AT GUJARAT  
UNIVERSITY.**

## **NOTICE INVITING ON-LINE TENDER FOR HOSPITALITY SERVICE AT GUJARAT UNIVERSITY**

### **Details about Tender:**

Name of work	<b><u>HOSPITALITY SERVICE</u></b>
Estimated Contract Value (INR)	_____
Period of Completion (In Months)	36 Months
Bidding Type	Open
Bid Call (NOS)	1
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Permitted
Rebate	Not Applicable

### **Amount Details:**

Bid Document Fee	Rs.5000/- By D.D.
Bid Document Fee Payable by D.D. to:	The Registrar, Gujarat University
Bid Security / EMD (INR):	Rs.5,00,000/- By D.D.
Bid Security / EMD by D.D/FDR In Favor of:	The Registrar, Gujarat University

### **Tenders Dates:**

Bid Document Downloading start Date	07 / 12 / 2023
Bid Document Downloading End Date	27 / 12 / 2023
Pre Bid Meeting	19 / 12 / 2023 ; 15:30 hrs
Last Date & Time for receipt of Bids	27 / 12 / 2023 ; 18:00 hrs
Bid Validity Period	120 days
Remarks	Submission of Physical Documents of EMD . Tender fee and other Supporting Documents during office hours on or before date 28/12/2023 & 14:00 hrs in the office of Gujarat University.
Bid Opening Date	28 / 12 / 2023 ; 16:00 hrs



1. **Part-1 technical bid** shall be submitted physically in person at the office of Gujarat University, General department (Inward section), Room No: 38, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009. Part-2 financial bid/Price bid shall be submitted by online only.
2. **Part-1 Technical bid shall not be accepted by any other means such as RPAD/speed-post/courier.**
3. The e-tender can be downloaded from the website [www.nprocure.com](http://www.nprocure.com) & <http://www.gujaratuniversity.ac.in>
4. Technical Bid must be accompanied by security amount specified for the work as Bid security (EMD) in the table in form of a Demand Draft drawn in favor of The Registrar, Gujarat University. Bid security must remain valid for 60 days beyond the validity of the bid. No exemption shall be allowed in the bid security submission.
5. The bidding process shall be two-bid system where technical and financial bids shall be submitted separately by the bidder. The bidding documents shall be submitted by the bidder on-line and physically as prescribed hereunder.
6. Technical bid shall be submitted on-line as well as in physical form. The bidder shall submit two sets (hard-copies) of the entire technical bid document i.e. original and duplicate, with each page number in unbroken sequence and self-attested in a sealed envelope to the office of Gujarat University, General department (Inward section), Room No: 38, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009 before the last date and time specified. In extra-ordinary circumstances, if the receiving office is closed on the given date and time, the same shall be received on the next working day of the receiving office.
7. Where-ever required, information must be submitted by the bidder in the prescribed format available with the tender document.
8. Bidder is recommended to go through the checklist provided herewith prior to the submission of the bid to ensure that the bid submitted is complete in all respect. Incomplete bids shall not be accepted.
9. The envelope containing physical bid shall be clearly marked "**HOSPITALITY SERVICE AT GUJARAT UNIVERSITY**" and must have bidder's address of Communication, e-mail and mobile contact number that may be used for communication if Necessary.
10. The financial bid shall be submitted **ON-LINE ONLY**.
11. To provide appropriate information to enable bidders to come out with their best offer, a pre-bid meeting with all interested agencies shall be held as prescribed in Tender Notice.
12. Agencies desirous of seeking any clarification or any additional information must submit their queries in written format duly signed by the bidder along with the name and address as prescribed in Tender Notice. Entertaining any query that is not submitted in written format as prescribed above shall be to the discretion of Gujarat University. Gujarat University reserves rights to reject responding to any/all queries.
13. If found necessary, Gujarat University may provide additional clarifications to the bidders in form of a corrigendum, hence bidders are advised to check n-procure web-site on regular bases to stay updated. Staying informed is the duty of the bidder and Gujarat University shall not entertain any claims based on not being informed of the clarification provided by Gujarat University during the pre-bid meeting or anytime thereafter. Any/ all clarifications provided in the pre-bid meeting shall be binding to all the bidders regardless of their presence or absence in the pre-bid meeting.
14. Gujarat University shall open the technical bid as prescribed in Tender Notice. Interested bidders may remain present during the time of bid opening. After opening of the technical bids, the same shall be evaluated by competent authority of Gujarat University and suitable bidders shall be qualified for the next stage of the bidding based on their competence. This is a merit driven process whereby each bid shall be evaluated on technical criteria to identify capable bidders suitable for a high-quality state of art public facility. Gujarat

University reserves the right to choose competent bidders based on its evaluation of the technical bids to move forward to the next stage of the bidding process. No communication regarding the process of evaluation shall be entertained. Decision of Gujarat University shall be final and binding to all bidders.

15. Bidders qualified by Gujarat University shall be eligible for the opening of the financial bid submitted on-line. Opening of the financial bid shall be on-line only. Same may be viewed by qualified bidders if they desire.



**Annexure A**  
**GUIDELINES FOR TENDER**

**A: General**

1. Offers are invited from reputed hotel management and F&B agencies for operation of Gujarat University **Guest House and Transit House facility** for a period of **3 year** extendable up to **3 additional years** by **unilateral** decision of Gujarat University. Successful delivery of the services in the first three years DOES NOT mean automatic extension. GU reserves unconditional and absolute the rights to continue or terminate the contract at the end of the three years without providing any reason.
2. Each and every page of the technical bid must be signed by the bidder himself, if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in such case, there must be an authorization from all the partners to the effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners. Any bid not signed on each page and without authorization may be rejected.
3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company. If there is a Joint Venture, all parties must furnish all documents demanded in the tender individually with self-attestation on each page by all the Joint Venture Partners.
4. Any overwriting or cutting in the bid document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
5. Once submitted the tenderer is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
6. The tenderer shall have office based at Ahmedabad/Gandhinagar. The tenderer shall give his/her full permanent as well as temporary address in Annexure E and shall also furnish/attached proof thereof.
7. The bidder whose bid is accepted, shall submit a Rs.300/- non- judicial stamp paper at its own cost to the Estate Department, Gujarat University for preparing the contract agreement to be signed by the both the parties.
8. Prices of all items must be as per list provided in Appendix-1 including GST.



## **B: Minimum Eligibility Criteria**

1. The bidder who has an experience of minimum three years of running Hospitality in Government departments, public undertakings and/or renowned educational institutions or elsewhere in private sector, may apply along-with sufficient proof of its experience/ability of running such facilities.
2. The bidder must have PAN Number and GST/GSTN number. The bidder whom the contract is finally awarded shall have a GST number for the canteen in question as well, if the related law so requires.
3. The bidder must have its code numbers under the Employees State Insurance Act & Employees Provident Fund Act from the Ahmedabad/Gandhinagar offices of the concerned departments, if applicable.
4. The agency must possess all the necessary government approvals for operating Hospitality services.
5. The agency must have operated as a Hospitality services provider for not less than 3 years.
6. The agency must have past experience of having continuously catered to any institution of repute for a period not less than 1 years.
7. The agency must have annual turnover of not less than 100 Lakhs in each of the last 3 financial years.
8. The agency must confirm that it has never been blacklisted or found guilty for any F&B/Health/Sanitation related violation of any law. Notarized declaration shall be submitted.
9. The agency must submit at least 3 completion certificates of satisfaction for its past clients regarding the service and quality.

## **C: Earnest Money Deposit (EMD)**

1. Every bid must be attached with an Earnest Money Deposit of Rs. 5,00,000/- in the form of Demand Draft/FDR of any scheduled bank, in favor of the "The Registrar, Gujarat University". Any bid which is not accompanied by the Earnest Money Deposit (EMD) shall be summarily rejected.
2. The earnest money deposit of the successful tenderer will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement. The earnest money deposit of the tenderer who withdraws its tender in breach of conditions of contract and who evades or refuses to sign the contract bond after acceptance of its tender within the period of its validity, will also be liable to forfeiture.
3. The EMD of unsuccessful bidders shall be refundable to them after completion of the bidding process. However, the same shall be refunded within 30 days after the receipt of written request from the bidder concerned in this behalf.

#### D: Force Majeure

Notwithstanding the provisions of The Registrar, Gujarat University Clauses relating to Extension of Time, Penalty and Termination for Default the Bidder shall not be liable for forfeiture of its Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason by contractor of Force Majeure for a period exceeding 10 days, either party may at its option terminate the contract without any financial repercussions on either side.

#### E: Submission of Bid

1. The bid shall be submitted in two parts i.e. Technical Bid and the Financial Bid in the following manner:
  - a. **Technical Bid:** The Technical bid shall consist of entire Tender document with each page signed by the bidder. The Technical bid along with Demand Draft of EMD shall be submitted in a sealed envelope, superscripted, "**TECHNICAL BID FOR HOSPITALITY SERVICES AT GUJARAT UNIVERSITY**".
  - b. **Financial Bid:** The Financial bid should be submitted online on [www.nprocure.com](http://www.nprocure.com) and contains the amount payable to the agency and nothing else.
2. Any bid received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse, shall be entertained.
3. The tender will remain valid for 30 days from the date of opening. After submission of the bid, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 30 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the contractor at a later date, the bidder shall be competent to refuse.

#### F: Opening of Bids:

1. First of all, the Technical bids will be opened **on 28/12/2023 at 16: 00 Hrs** in the presence of authorized representative(s), if any, of bidding parties and the Members of designated Committee of the Institute. If institute feels necessary, the bidders will also be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer. Thereafter Financial bids of all the technically qualified bidders will only be opened and considered. The committee will announce of the bidders whose bids qualified after Technical evaluation.
2. The party, whose tender is accepted, will have to sign an agreement within 10 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its tender may be annulled at the discretion of the Institute.



### G: Evaluation Criteria for Bid Evaluation:

1. Bidder qualifying in criteria as mentioned below will be eligible for further evaluation. The committee formed by the GU will visit at least 1 to 2 sites of each bidder and shall assign the marks, based on the following parameters.

Sr No	Technical Parameter		Maximum Marks
1.	Turnover of last three years (2022-23, 2021-22, 2020-21) (Turnover certificate certified by Chartered accountant has to be attached with UDIN number)	more than 10 crore	40
		More than 7 crores to less than 10 crore	30
		More than 5 crores to less than 10 crores	20
		Less than 5 crore	10
2.	Number of current clients (satisfactorily working certificate mentioning number of customer served at time at single premises/customer/institute)	more than 10	20
		8-10	15
		5-7	10
		Less than 5	5
3	Years of experience (Registration of company will not be considered for counting experience. Bidder has to provide experience/completion certificate to prove their claim of years of experience.)	More than 10 years	40
		8-10 years	30
		6-8 years	20
		Less than 5	10

The bidders who get minimum 50 marks out of 100 in technical evaluation of their Service facilities shall be qualified for next stage of financial opening of bids.

#### Selection of bidder: (QCBS)

- The total marks obtained by a Bidder in the technical bid shall be allocated 30% of weightage and the financial bids shall be allocated 70% weightage, and thereby making a total of 100 % score weightage for the evaluation of bids.
- For financial bid scoring, vender who quoted lowest payable (L1) will get 100 marks and score of the other vender (L2, L3 etc..) will be calculated on proportionate basis considering L1 as 100.
- Tender will be awarded to the Vender/Bidder/Agency who secures highest %/score.
- Calculation of total score:
  - Technical bid: (Obtained score/100) X 30
  - Financial bid: (Obtained score/100) X 70



**H: Acceptance/Non-acceptance of bids:**

The tenders that do not fulfill any of the above conditions or are incomplete in any respect, are liable to be rejected. The Institute reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.

Signature of the Tenderer \_\_\_\_\_

Name \_\_\_\_\_

Full Address & Telephone/Mobile No. \_\_\_\_\_



**Annexure-B**  
**TERMS & CONDITIONS OF CONTRACT**

**Scope of Contract**

1. The contract comprises the necessary arrangement of all fuel, raw materials, consumables and manpower required for providing comprehensive services in both hospitality and F&B scope, including but not limited to the preparation of food besides the beverages, sweets, lunch, preparation of items mentioned in the menu, and serving the prepared articles to the customers, including provision of all materials, equipment for preparation and serving of the articles arranged by Contractor/Tenderer/Vendor. This will also include transportation, cost of materials and labor. The contractor shall make its own arrangement for safe storage of materials and accommodation for its staff etc.

It must be noted that no changes in the property of Gujarat University shall be permitted without prior written consent from Gujarat University and if such changes are permitted, the contractor shall be obliged to restore the property at his own cost to its original state on termination of the contract if it is demanded by Gujarat University.

The contractor is expected to study the situation on the ground at his own cost before offering the rates as the facilities are to be handed over in as-is bases and all the missing infrastructure that the contractor may see necessary for delivery of the services mentioned in this tender shall be provided by the contractor at his own cost. The contractor shall be entitled to recover the removable items installed by him on termination of the contract provided that the premises is restored to the state it was handed over to him by Gujarat University.

The contractor shall bid after due evaluation of the statutory taxes payable and make an offer that is INCLUSIVE OF ALL APPLICABLE TAXES. Any change due to increase or decrease in the taxation structure by any authority shall be borne by the contractor.

The contract covers Gujarat University facilities connected with the **HOSPITALITY SERVICE AT GUJARAT UNIVERSITY, namely:**

**a. Guest House**

**b. Transit house**

2. The Hospitality services to be provide at the Guest House and Transit House shall be matching that of at least a Three Star Hotel supported by highly trained staff and good quality consumables. The price structuring of the F&B facilities located in the Guest House and Transit House shall be left to the discretion of the bidder.

## Definitions:

2. In the contract, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise.
  - a. "GU" means "Gujarat University, Ahmedabad" constituted by the Dean of the Institute.
  - b. "Contractor" means the person or persons, firm or company whose tender has been accepted by the Institute and includes the contractor's personal representative, successors and permitted assigns.
  - c. "Institute" means the Gujarat University, Ahmedabad.

## Duration of the contract:

3. The duration of contract will be for **three years** from the date of signing the contract, first three months being the probation period and on satisfactory completion of the probation period, the contract will automatically be extended for rest of the year i.e. nine months. The contract shall be extendable for two more years on yearly basis subject to satisfactory performance. No further automatic extension of the contract, beyond three years, will take place under any circumstances.

## Hospitality Scope:

The Rates shall be quoted for operation of hospitality services at the following premises on per room bases separately.

### University Guest House Transit House

The services shall include:

Manning of the reception desk

Managerial staff for smooth operations

Housekeeping staff to maintain each facility at Three Star hotel level

F&B staff for operating the dining and room service

To ensure that the facility matches with the standards recognized for a 3 Star Hotel by the Ministry of Tourism, India. The definition of three star hotel and the facilities expected to be provided shall be governed by the Annexure III in the guidelines issued by The Tourism Department of Government of India in the [Hotel Guidelines From 19-01-2018.pdf \(tourism.gov.in\)](https://www.tourism.gov.in/annexure-iii-guidelines-for-3-star-hotels)

## Assignment & Subletting:

1. The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent and/or demand of the Institute. The whole of the charge included in the contract shall be executed by the Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.



2. The contractor shall not engage the services of any sub-contractor or transfer the contract to any other person. If, it is found at any time that the contractor is unable to provide the canteen services and has sub contracted to any other party, the GUJARAT UNIVERSITY has right to terminate the contract and to forfeit all security deposits. Further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
3. The entire business shall be carried out in the name and at the behest of the contractor.
4. The contractor or his authorized/competent representative whose intimation would be provided in writing in advance to the Dean Office, shall at all times be available in the canteen and the business of the canteen shall not be carried out by any other person/ entity under any circumstances.
5. In normal course, the contractor or his authorized competent person should be available in the canteen. However if for any reason, the contractor is not in a position to be available in the canteen consecutively for more than 3 days, a prior permission will have to be obtained from the Dean Office, failing which, it will be deemed that the contractor has violated an essential condition of the contract and the contractor may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

#### **Liability of GST and Other Taxes**

1. The contractor shall be absolutely liable for payment of GST and any other applicable taxes to the respective department. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
2. The contractor shall further be liable to pay to the Institute GST at the rate if applicable from time to time on the rent amount payable by it. The GST shall be payable over and above the and the Office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the vendor in confirmation thereof.
3. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.
4. The contractor shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said canteen or in other places of the campus.
5. The contractor shall not make any addition or alteration to the building of the said premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf. If any problem arises at infrastructure level, contractor has to give in writing about the problem to Estate Department, GU and copy forwarded to concern department.

## Quality, hygiene & cleanliness:

1. The contractor shall maintain the quality in preparation of articles, constant supply of cold drinking water & availability of fresh items. There shall be no compromise in regard to the quality of items to be sold in the premises.
2. The contractor shall maintain full hygienic conditions in the food services, in storage, preparation and servicing of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the Canteen. Hygiene and cleaning measures : (a) Cleaning the kitchen area twice a day, including the store- room, (b) soaking the vessels in hot water at the end of the day, (c) Crockery to be washed with hot water using detergents, (d) thorough cleaning of refrigerators, bottle-coolers and water coolers, once a week, (e) Periodic spraying of insecticides, (f) food quality (g) maintain latest standards of health & hygiene (h) Cleaning the dining tables with detergent and water at the end of the day, (i) Thorough cleaning of wash basins with detergent at the end of the day. The contractor shall also have to make its own arrangements for safe storage of materials including the food items. In case of failure the contractor will be liable for legal actions as per the provisions of Food safety Rules and other various Act of Government of Gujarat applicable in this respect.
3. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
4. Garbage and waste disposal should be done as per the institute norms. The contractor should tie-up with the Municipal Corporation for proper disposal of dry/wet waste and submit copy of document to the Estate Department within 15 days of allotment of contract. Pest/rodent control should be done regularly every six months.
5. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the canteen.
6. Usage of plastic bags is a strict not permitted and the same shall not be used any under circumstances, whatsoever. Instead use of Paper bags/plates/cups/etc. or use recyclable / reusable plates is encouraged. Cloth bags may be made available for users (at nominal charges).
7. The contractor will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. The contractor will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate number of dustbins will be provided by Institute to the contractor to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen. The contractor will also ensure that no used utensils viz Cups, plates are lying in the GU campus and these should be removed immediately and frequently.
8. Contractor shall ensure daily removal of food garbage from the premises. However, before the garbage is taken out for disposal, the Security Supervisor would need to check it physically in order to ensure that the material being disposed does not contain any useful items.
9. The contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear.
10. The contractor will ensure that the cooked and uncooked food is stored properly and no stale food is served. The stale food is not to be recycled and shall be removed from Canteen premises as soon as possible. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.
11. The raw materials used for cooking can be checked by the Canteen/Mess Committee at any time and if substandard/unauthorized materials are found, the contractor will be penalized at the discretion of GU and contractor will have to abide by it. The penalty will include at least Rs.5,000/- per occasion in case if it is found using sub-standard material.
12. The contractor should have sufficient equipment & crockery and other items normally required to cater to at least 200 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.



13. The oil that remains from deep frying at the end of the day shall have to be disposed off and shall not be reused for the purpose of cooking again.
14. The contractor shall pay special attention to maintain the Canteen neat and tidy at all times. For this purpose, the Canteen shall be cleaned thoroughly after each meal regularly by the employees of the contractor.
15. The contractor shall ensure that only hot and/or fresh food is served to the students/employees. Complaint, if any, in this regard shall be viewed seriously.
16. The contractor shall ensure that sufficient man power is deployed at all times for preparation and serving each meal including cleaning, washing and overall upkeep of Canteen assets and premises.

#### **Directives of Gujarat University**

1. The contractor shall carry out the work in accordance with this contract and the directives and to the satisfaction of the Gujarat University. The Gujarat University may, from time to time, issue further instructions, detailed directions and explanations in regard to;
  - a. The variation or modification in the menu of eatables including additions/omission or substitution.
  - b. The removal from the site of any material thereon by the contractor and the substitution of any other materials thereon.
  - c. The removal from the work of any person employed thereupon in terms of the provision provided hereafter.
  - d. Inspection of raw materials, other equipment and utensils.
  - e. Maintenance of proper hygienic conditions, cleanliness and neatness pertain to all aesthetic values.

#### **Fuel for Cooking**

1. The Contractor shall use at his own cost only the PNG/Induction for cooking and no other fuel and it is a must. Commercial LPG cylinders should be used.

#### **Deployment of Workmen**

1. The contractor shall employ sufficient manpower in running the canteen who are careful, skilled, experienced in their trades, dutiful, sober, well behaved and rules compliant.
2. The contractor shall provide the details of workers employed in the given format (ANNEXURE F). The contractor will also provide police verification and medical report of all his/her workers working within GU Campus at every six month.
3. The contractor shall neither employ any child labour nor any worker who is below 18 years of age. The contractor will not allow entry of any unauthorized person in the canteen and/or college premises.
4. No female employee shall be allowed to work or stay in the canteen from 6:00 pm to 8.00 am.
5. All the workers shall invariably wear neat and clean uniform, shoes and carry their Photo ID Cards (to be provided by the contractor at its own costs) during work hours and shall be produced to the security personnel and other Institutes authorities, whenever asked for. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers. In case of any accident/injury to the worker/s employed in canteen occurs, all legal/compensation responsibility is of the contractor. The institute is not liable for such legal/compensation.



6. The contractor shall be bound to remove any such worker and disallow him/her from entering into the Institute premises whom the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
7. The contractor will have to submit an affidavit at the time of signing the agreement indicating that all employees of the contractor are paid the minimum wage as per Minimum Wages Act of the Central Government.
8. The contractor is fully responsible for timely claiming and disbursing payment of wages to the personnel deployed by them in the Contracting Institute.
9. The contractor shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above mentioned matters.
10. The contractor shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labour law being in force at the time besides other statutory liabilities.
11. The contractor shall further be liable to compensate the loss to the property of the Institute, if any that may be caused on account of any non responsible action on the part of its workers, whether deliberate or otherwise.

#### **Compliance of Statutory Obligations and Other Provisions**

1. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in particular to laws relating to minimum wages to worker, food & drug license (should be displayed near cash counter), employees compensation and Goods and Service Tax etc.
2. The contractor shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003. If anyone of your staff is found indulging in these activities; the person shall be asked to leave the campus immediately and the Tenderer shall be liable to lose the contract for breach of this condition.
3. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc.
4. Any due from contractor will be recovered/realized from the contractor's security deposit.
5. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/municipal corporation/courts/ forum etc. as well as the provisions of this contract agreement. In the event of any action, claim, damages, suit initiated against the Institute

by any Govt. authorities/municipal corporation/courts/ forum/agency or if it is required to pay any damages to any individual, agency or government authority, the Contractor would be required to pay/bear such amount.

6. The Contractor shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.
7. The Tenderer shall make adequate arrangements to serve tea/coffee/cold drinks/ snacks, etc. to faculty & staff when required at their work-place without any additional charge. The Tenderer shall also make arrangements to serve snacks/ tea/coffee/cold drinks/Lunch etc. in the official meetings and conferences without any additional charge if request received from concern office.
8. The Tenderer shall ensure that either he himself or one of his responsible supervisors remains present during breakfast/lunch/dinner services on daily basis and in office when there are official meetings and conference.
9. The Tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, garbage crusher etc., in sufficient quantity as needed to maintain the canteen/F&B services.
10. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
11. The Tenderer shall not keep the premises closed without prior permission from the GU authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by GUJARAT UNIVERSITY, as it may deem fit.

The contractor shall make good all damage/loss which may be caused by any act or default of the contractor, his agents or servants or workers to any property of the Institute. The GUJARAT UNIVERSITY reserves the option to make good the damage or loss by charging the contractor with the expenses. In case of the breach of the terms of the agreement, security deposit of the contractor is liable to be forfeited. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same.

12. No responsibility will be taken by the Gujarat University for credit sales to students, staff, employees and others, losses or pilferage.
13. No legal right shall vest in the contractor's workers to claim employment or otherwise absorption in Gujarat University, nor the contractor's workers shall have any right whatsoever to claim the benefit and/or emoluments that may be permissible or paid to the employees of GUJARAT UNIVERSITY. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to his/her workers before deputing them to work at GUJARAT UNIVERSITY.
14. If at any time during the period of contract, it comes to the notice of the Dean that the Agency has mislead the Institute, be way of giving incorrect/false information, which has been material in the award of Contract to him/her, the contract shall be liable for termination besides other legal action which may be initiated against the Agency or the owner /partners/directors or any person responsible for the affairs of the Agency under law.



## Security Deposit

1. The contractor shall have to deposit a security of **Rs. 5,00,000/-** (Rs. Five lakh only) through FDR drawn in favor of " The Registrar, Gujarat University " payable at Ahmedabad, of any scheduled nationalized bank and which should be valid till three months after the completion of the contract duration.
2. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the contractor shall be liable to make good such short fall within fifteen days of the receipt of notice in this behalf, through another Earnest Money Deposit as aforesaid.
3. In case of, in which under no clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Dean shall have the power to adopt the following course as may be deemed by him best suited to the institute. To rescind the contract (of which decision, notice in writing to the contractor by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.
4. If the contractor breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.





### **Termination of contract:**

1. Either party may terminate the contract by giving 30 days notice to the other party without assigning any reasons, whatsoever.
2. The contract may be terminated if the conditioned/clauses mentioned in tender documents are not fulfilled.
3. In case, the contract is terminated or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 07 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contractor to pay 150% (50 % extra rental e.g. in case if decided rent is Rs.50000/month contractor has to pay Rs.75000/month) rent to the Institute. The penalty rent under no circumstances shall be subject to question and it is the specific term of this contract.
4. The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the contractor and the same shall not be subject to challenge. All the goods belonging to the contractor in such circumstances shall be deemed forfeited therefrom and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the contractor in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non handing over its possession to the Institute as aforesaid.
5. In the event of unsatisfactory services rendered by the contractor, the contract may be cancelled by Gujarat University. Monetary fine as penalty @ Rs. 1000/- per day will be imposed for every default during the period of contract. If the services do not improve within 03 working days, a monetary fine as penalty of Rs. 5,000/- per day will be imposed for the defaults and this will have to be paid by the contractor within a week on receipt of communication from the GUJARAT UNIVERSITY, failing which it will be adjusted against the Security Deposit.
6. In case of termination of contract due any reason before the termination time mentioned in order issued by GU, EMD/Solvency of concern vender will be forfeited and contract shall be awarded to next party in waiting if the remaining duration is more than 4 months. The decision is subject to sole discretion of the Vice Chancellor, Gujarat University.

### **Contract Documents and their interpretations**

1. The original agreement shall remain with the Institute while a photocopy thereof may be had by the contractor, if it so wishes.
2. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

### **Jurisdiction**

1. All matters and disputes under this contract shall be subject to the jurisdiction of Ahmedabad District Courts only.

**Annexure A**  
**UNDERTAKING**

I/We.....hereby solemnly agree to abide by the Terms & Conditions and the rates enumerated above.

Any break of the Clause/Clauses will render my/our contract null and void.

I/We have understood completely about this tender document and the terms and conditions therein. I/We agree to provide the services as per the terms & conditions mentioned in the tender document. I/We have also understood that I/We have to maintain the high standard, quality and hygiene of all the eatables as mentioned in the tender.

Dated

Signature of the Contractor Name of the Contractor \_\_\_\_\_

(Full signature of the Tenderer with seal of the Agency)



**Annexure B**

**UNDERTAKING**

I/We\_\_\_\_\_solemnly state that I/We have not so far been black listed by any of the institutions/offices in which I/We have worked/run a hospitality facility.

**Signature of contractor**

(Full signature of the Tenderer with seal of the Agency)

Date: Place





**Annexure C**

**APPLICATION FOR HOSPITALITY SERVICE AT GUJARAT UNIVERSITY**

Name of the Applicant ----- (If an individual)/Firm

Father's Name -----

Address of self and Firm----- Phone No./Mobile No. -----

Aadhar No. -----

Details of EMD

a. Amount : Rs. 5,00,000/-

b. FDR/DD No. : -----

c. Dated : -----

d. Bank & Branch : -----

GST NO

PAN No. -----

----- EPF Code No., if any ----- ESI Code No., if

any

Experience, if any (in years) -----

Name and address of two responsible persons as guarantors:

Name ----- Name ----- Aadhar No. -----

Aadhar No. ----- Address ----- Address -----

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Declaration:

I hereby undertake –

1. That I shall bear all the expenses if there is any damage to the said premises.
2. That I shall vacate the Canteen premises and handover it to the Institute within seven days of notice is served.
3. That I bind myself to the terms and conditions of this tender document.
4. I am aware that, I could make any changes in the premises provided to me, e.g. electrification, water inlet-outlet, civil works.

Date: Signature of the applicant

Seal

