

GUJARAT NATIONAL LAW UNIVERSITY

(Established Under Gujarat Act No.: 09 of 2003)



EOI Notice No.: PC- 04/2024

Expression of Interest (EOI)

For

**Operating a Provision/Stationery Store at GNLU campus
Gujarat National Law University**

Gujarat National Law University

Attalika Avenue, Knowledge Corridor, Koba, Koba (Sub P. O.),

Gandhinagar - 382426 (Gujarat), INDIA.

Phone No. : +91-79- 23276611/23276612

Fax: +917878186624, +91-79- 23276613

Email: contact@gnlu.ac.in

Visit us: <http://www.gnlu.ac.in>

Expression of Interest (EOI) Notice No: PC- 04/2024

EOI Notification

Gujarat National Law University (GNLU), Gandhinagar, invites sealed expression of Interest from eligible, reputed audit firms as per the requirement of this document.

EOI may be downloaded from GNLU website <http://www.gnlu.ac.in/tender>. The prescribed nonrefundable EOI fee, as mentioned in the document, shall be sent with your offer through DD drawn in favor of "Gujarat National Law University", payable at Ahmedabad. Any subsequent amendments in the EOI will be available on the above mentioned website.

Detailed Technical offer and Financial offer shall be submitted in separate sealed cover in the prescribed format as per the link given so as to reach the University at the office address by Regd. AD / Speed Post / Courier latest by 06th September 2024 in separate sealed envelopes duly marked "Technical Offer for Operating a Provision/Stationery Store at GNLU campus" addressed to, The Registrar, Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar-382426, Gujarat, India (Gujarat State).

1.0	NAME OF WORK	Operating a Provision/Stationery Store at GNLU campus
2.0	EOI Fee	Rs. 2,500/- (Non Refundable)
3.0	Earnest Money Deposit (EMD)	Rs. 5,000/-
4.0	Date of issue of Tender	29 th August 2024 on http://www.gnlu.ac.in/tender.php
5.0	Last date for receiving hard copy of all the documents along with Tender Fees.	06 th September 2024 up to 05:00 pm.
6.0	Technical Opening Date	09 th September 2024 at 11:00 pm.
7.0	Address for Communication, Queries and Submission of filled Tender.	The Registrar, Gujarat National Law University Attalika Avenue, Knowledge Corridor, Koba, Koba (Sub P.O.), Gandhinagar-382426 Gujarat, India.

ANNEXURE I:**TECHNICAL SPECIFICATIONS & PRICE BID****Monthly Rent offer**

Approximately 210 sq. ft. area with basic requirement i.e. water and electricity will be provided for operating Provision/Stationery store and the firm will have to manage other requirement i.e. equipment, gas supply etc.

Minimum rent of _____per month plus actual electricity bill will be required to be paid by the operator. Proportionate amount of revised rate of Provision/Stationery/grocery items will be used for revision in the rent every year.

Note:

1. The Provision/Stationery store shall provide all Provision/Stationery items.
2. The Provision/Stationery store shall remain open from 8AM to 8PM on all days of the week. The operator shall be required to follow strictly the timings and any violation of the above schedule shall be dealt with strictly.
3. Rates for the items to be sold or services to be provided will not be beyond MRP.
4. No addition/ alteration of the existing structure/building/Provision/Stationery stores are permissible under any circumstances.
5. In case any damage to the existing structure/building/Provision/Stationery stores necessary repair to the satisfaction of the authority is required to be borne by the licensee.
6. License shall have to arrange for fire safety from Electrical appliances

ANNEXURE – II: GENERAL TERMS AND CONDITIONS

- (1) The successful Bidder(s) will normally be decided on the basis of Highest Lease Rental offered, as per the Submission of Rate.

In addition due weightage will be given to below mentioned criteria

- Bidder's annual turnover should be more than Rs. 2,00,000/- for each of the last two financial year. Copy of the proof along with IT Returns, tax clearance certificate should be attached.
- Bidder should not have defaulted on any bank/financial institute loans in the past. There should not be any statutory dues and undisputed liability.
- Bidder must have at least enough supervisory staff, in addition to the requisite number of staff required for efficient management of Provision/Stationery store at the University.

- (2) **Last Date of Submission of Sealed Bids: 06th September 2014**
- (3) **Contract Period:** The successful bidder will be required to provide the services for the period of One year and can be extended for the further period of two year's subject to satisfactory performance and approval of the University.
- (4) **EOI Fee:** An amount of **Rs. 1,000.00** (Rupees One Thousand only) as EOI fee (non-refundable) is to be paid. The payment shall be made by Demand Draft from any Nationalized Bank and paid in favour of —Gujarat National Law University, payable at Ahmedabad. **Bids without EOI Fee will not be accepted. This should be enclosed separately in an envelope and stapled with the Technical Bid document super scribing EOI fee.**
- (5) **Earnest Money Deposit (EMD):** An amount of **Rs. 10,000.00** (Rupees Ten thousand only) in the form of Demand Draft drawn in favour of —Gujarat National Law University, payable at Ahmedabad as **E.M.D. should be enclosed separately in an envelope and stapled with the Technical Bid document super scribing EMD for EOI No.PC-04/2024. Any bid without EMD will be summarily rejected. No interest is payable on EMD.** EMD will be refunded to the unsuccessful bidder, after 15 days from the completion of the EOI process. The EMD of successful agency awarded with the contract to be treated as part of security deposit towards Performance Guarantee.
- (6) **Security Deposit & Performance Guarantee:** An amount of **Rs. 25,000.00** (Rupees twenty five thousand only) as Security Deposit is to be paid by the successful bidder towards **Performance Guarantee**. The security deposit so paid may be refunded on submission of Bank Guarantee towards Performance Guarantee for the equivalent value of security Deposit valid for **two years operational period** drawn on any commercial bank. The Security Deposit shall be forfeited if the selected agency after award of contract, fails to execute the same or provide the services up to the satisfactory level. No interest is payable on Security Deposit.
- (7) **Price:** The lease rental shall be **quoted in Indian Rupees only**. This shall be including of all taxes.
- (8) **Bid:** Technical Bid and Price Bid should be submitted in two separate sealed envelope quoting reference number on the top of the envelope. EOI Fee and EMD should be enclosed with the Technical Bid documents, in separate sealed envelopes, stapled with the packet containing Technical Bid documents. The franchise owner may either bid directly or authorize their agencies, to quote with valid authorization certificate, capability to sale and service of the products.
- (9) **Acceptance of EOI:** The Authority of Gujarat National Law University, Gandhinagar does not bind itself to accept the Highest Lease Rental offered priced bid and reserves the right to reject any or the entire EOI bids received without assigning any reason thereof.

- (10) **Extra Features:** If the bidder provides any other extra features on the supplied items which are not mentioned in the EOI product specifications, then that shall be highlighted in clear terms, with documentary evidence/literature.
- (11) **Compliance List:** The proposal be properly indexed and a compliance list against the technical specifications should be provided.
- (12) **Conditional Offer** will not be accepted.
- (13) **Past Performance of the agency will be judged at the time of Technical Evaluation.**
- (14) **The University does not bind** itself to offer any explanation to those bidders whose technical bids have not been found acceptable by the Technical Evaluation Committee.
- (15) **Bidders should** enclose the following documents;
- a) Certificate of Registration/Trade License/Gumasta Dhara Registration
 - b) Attested copy of PAN card, Service Tax, GST registration papers
 - c) Audited statement of accounts and IT returns for the last two years
 - d) Authorized Distributors/agencies must submit appropriate authorization certificate and letter from their Owners, for participation in the said EOI.
 - e) A write up on service and maintenance capability.
 - g) Signed copy of the EOI document, with company seal, agreeing to the terms & conditions and declaration
- (16) The bids (technical and price bids) once submitted shall be the property of the University and shall not be returned to the agency in future.
- (17) **The person/officer signing** the EOI/bid documents should be authorized by the Chief Executive Office/Managing Director / Proprietor / Partner of the firm to sign such documents.
- (18) **Opening of Price Bids:** The Price Bid(s) of only those bidder(s) who are found technically qualified will be opened and the same will be opened before the technically qualified agency(s). Preference will be given to the firms who have quoted the HIGHEST RENT.
- (19) Manufacturer/Agency or his/her authorized representative (with proper authorization letter for attending opening of technical bids and also for opening of price bids) may choose to be present at the time of opening of Technical Bids/Price Bids.

(20) **IMPORTANT:**

This is Expression of Interest (EOI) notice and as per CVC guidelines, price bids of only shortlisted/selected bidders will be considered for opening. Price bids are required to be submitted along with the complete application, only for the administrative convenience.

- a) University may accept or reject any or all the bids in part or in full without assigning any reason and does not bind to accept the lowest bid. The University at its discretion may change the quantity/upgrade the criteria/drop any item or part thereof at any time before order of appointment for operation.
- b) A bid submitted with false information will not only be rejected but also the franchise owner/bidder will be debarred from participation in future EOI/Tender process.
- c) The franchise owner/bidder need to submit a certificate during opening of technical bids that they are not currently debarred or blacklisted in any state level/national organization or educational institute/university.
- d) In case of any dispute, the decision of the Director of this University shall be final and binding on the bidders.
- e) For any query pertaining to this bid document, correspondence be addressed to: The Registrar, GNLU.

**ANNEXURE – III: TECHNICAL BID
DOCUMENTS LIST FOR SUBMISSION OF EOI**

- 1) Name of the Bidder/Agency:
- 2) Status of the Firm: (attach documents, if registered company/partnership/proprietorship)
- 3) Details of key top official/authorized official: (attach details)
- 4) Details of tie-ups for supply/services, if any: (attach details, agreements, escalation matrix)
- 5) Income Tax returns of previous two assessment year (copy)
- 6) Financial status of bidder and/or his associates including Annual Report & Balance Sheet/Statement of Account of past two years, copy of Registration certificate of Firm, Income tax return certified receipts
- 7) Current list/address of clients where similar service has been supplied and successfully working
- 8) A copy of the presentation showing its past records shall be attached and if required need to make presentation at the time of technical evaluation at the University.
- 9) Name of the Agency's three largest clients, to whom similar services were extended & amount of transaction/annual bills to such clients
- 10) Income Tax Permanent A/c No. (Attach copy):
- 11) Details of EOI Fee: Bank Draft No. _____, issuing branch _____ and date _____.
- 12) Details of EMD: Bank Draft No. _____, issuing branch _____ and date _____.

This is certified that all above information are correct to the best of my/our information, knowledge and belief.

Dated signature & seal of the Authorized person of Bidder/Agency

NOTE: This is to be submitted in a separate sealed envelope super scribing —TECHNICAL BID, Notice inviting EOI Notice No: PC-04/2024 Dated: 29th August 2024 and name of the bidder. All technical documents like literature, catalogues etc., are to be put in the same envelope. Price bid of that company/firm only will be opened which do technically qualify, for further consideration. Attach all relevant documents in the same serial order as above, properly indexed, duly signed and sealed.

**ANNEXURE – IV
DECLARATION**

1) I, ----- Son /Daughter of Mr. -----
----- Proprietor/Partner/Franchise owner/MD/Director/ Authorized
Signatory of M/s. ----- am competent to sign this declaration
and execute this EOI document.

2) I have carefully read and understood all the terms and conditions of the EOI and hereby convey my
acceptance of the same.

3) The information/ documents furnished along with the above application are true and authentic to
the best of my knowledge and belief.

4) I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document
would lead to rejection of my EOI at any stage besides liabilities towards prosecution under
appropriate law.

5) Each page of the EOI document and papers submitted by my Company is authenticated, sealed and
signed, and I take full responsibility for the entire documents submitted.

Date: -----

Place: -----

Signature of the Authorized Person:

Full Name: -----

Company Seal: -----

ANNEXURE - V**TERMS OF CONTRACT****1. SCOPE OF THE LICENCE FOR WORK & SERVICES**

The scope of the licence for work & services to be executed there under by the Operator shall include—

- 1.1 Occupation of the Provision/Stationery store and surround premises and custody of the Assets and Articles provided by the University.
- 1.2 Procurement of all materials of approved brand/quality for selling as per approved menu.
- 1.3 Maintaining all registers and records as may be required for running Provision/Stationery store;
- 1.4 Doing all other works, providing all required materials and all other services incidental to the above;
- 1.5 Deployment of all salesman/salesgirl and supervision, for doing all works and providing all services, as above;
- 1.14 Maintaining the assets and articles provided by the University in top conditions; and
- 1.15 Such other things to be provided or done, as stipulated herein, or though specifically not stated, yet are essential for Provision/Stationery store facilities to the satisfaction of the University.

2. SUBLETTING & TRANSFER

The operator shall not transfer, assign, pledge or sub-contract or sub-let its rights and responsibilities under this AUTHORISATION, either in part or in whole, to any other agency or party without prior written consent of the University.

3. ASSETS & ARTICLES TO BE PROVIDED BY THE UNIVERSITY

The University will provide the following facilities to the Operator for the purposes of providing Provision/Stationery store facilities as envisaged herein.

Existing Facilities:

- 3.1 **210 sq. ft.** area with standard fitting and fixtures.
- 3.2 Electricity supply
- 3.3 The Operator will also be provided with water supply. However if found necessary on account of shortage of water supply, water tankers shall be arranged by the operator at own expenses
 - a) The Operator shall bring in furniture, other articles, appliances, equipment, things, etc as may be required from time to time for providing the Provision/Stationery store facilities satisfactorily.
 - b) All the articles, appliances, equipment, etc brought by the operator into the Provision/Stationery store premises must be registered with the University.

4 USE AND UPKEEP OF ASSETS & ARTICLES OF UNIVERSITY.

- 4.1 All the Assets and Articles of the University shall be the property and the operator shall be merely the custodian of such Assets and Articles.
- 4.2 The premises provided by the University are allotted to the operator for the purposes of running Provision/Stationery store for the University employees and students. The premises shall not be used for any other purpose except without the written permission of the Registrar of the University. Further, the Operator shall not carry out any addition/alteration in the portion allowed to him for the above purpose, except with prior written permission of the Registrar.
- 4.3 Security of all the said assets and articles and upkeep thereof in good condition are the responsibilities of the operator. It must be ensured by him, while carrying out the work that no properties provided by the University are damaged, theft or are not put to careless and negligent use by his personnel.

4.4 Major civil, electrical and sanitary and water supply works will be attended by the University. Minor maintenance jobs such as replacement of light bulbs, tube lights, repair of taps, etc. are the responsibility of the operator.

4.5 If any equipment, appliances, etc. provided by the University is covered by warranty or annual maintenance contract, It shall be the responsibility of the operator to inform the service provider of the maintenance requirements. Additional expenses on repairs and maintenance of all equipment, appliances, etc., if any, shall be borne by the operator.

5. COMMENCEMENT OF Provision/Stationery Store:

The store services shall be operated from a scheduled date which will be intimated to the agency/firm. Failing which the EMD/Security Deposit will be forfeited and the next eligible Firm as may be decided by the University will be offered the license.

6. ENGAGEMENT OF PERSONNEL & MATTERS INCIDENTAL THERETO:

6.1. Employment of child labour is prohibited. So, none below 14 years of age will be employed by the operator. No person with any offensive police record shall be employed or be allowed to work.

6.2 The operator shall register all his employees, with the University, who will be deployed by him for running the Provision/Stationery store. For that purpose, prior to the commencement of the operation, the operator shall furnish particulars of each employee — Name, the work assigned, age or date of birth, permanent address, health status, an undertaking from each individual that he/she was never involved in any criminal activity or arrested duly countersigned by the operator along with a photograph of the employee.

6.3 The employees of the operator should possess good health and be medically fit. They must be free from communicable and frequently recurring diseases which are considered unacceptable for handling items. In such case, the operator will make alternative arrangement at his cost. Whatever may be circumstance, it must be ensured that the running of Provision/Stationery store is not hampered.

6.4 Personal hygiene of the employees affects the quality of items supplied and hence it is of utmost importance that personal hygiene of the workers employed in Provision/Stationery store is ensured.

6.5 The operator shall provide clean uniforms and name badge with photographs to his employees and ensure that all his employees are always dressed in clean and tidy uniforms while on duty. It is essential that employees of operator adhere to the uniform code.

6.6 The operator shall ensure proper discipline among his employees. He shall ensure that they abide by the rules, orders and instructions of University officials, the safety and security measures, do not act in any manner detrimental to the interests of University and indulge in any unlawful activity.

6.7 The operator shall be personally responsible for the conduct and behaviour of his employees. If it is found that the conduct or efficiency of any employee is unsatisfactory or there is security risk or conflict of interest, he shall have to engage a new person in place of such an employee within 48 hours of intimation by the University.

6.8 The operator shall be responsible for timely payment of wages to his employees not less than that as per Minimum Wages Act and fulfil all other statutory obligations, such as, leave, Provident Fund, ESI, etc. under law in force from time to time.

6.9 It shall be the responsibility of the operator to meet transportation, food, medical and any other requirements in respect of the employees engaged by it. In that regard, university shall have no liability, whatsoever.

6.10 The operator shall ensure that the employees engaged by him are under necessary insurance coverage. He shall be solely responsible for any injury, damage, accident to the employees or for any loss or damage to the equipment/property in the areas of work as a result of any act of the employees.

6.11 The operator shall be solely responsible for the Redressal of grievances of his workers or resolution of disputes between himself and the employees. University shall in no way be responsible for settlement of such issues whatsoever.

6.12 For all intents and purposes, the operator shall be the —Employer within the meaning of different Labour
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Legislations in respect of personnel so employed by him. Such personnel shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against the University.

- 6.13 The workers engaged by the operator are not employees of the University and shall not have any claim whatsoever on the University.
- 6.14 In case of termination of this license/contract on its expiry or otherwise as provided herein, the personnel engaged by the operator shall not be entitled to and shall have neither have any claim for any absorption, either on regular or on contract basis, nor of any relaxation for such absorption.
- 6.15 In essence, University shall have no responsibility/ liability whatsoever towards the employees engaged by the operator who shall explain these terms to his employees.

7. CLEANLINESS & HYGIENE

High quality of hygiene, sanitation and safety shall be maintained in providing the Provision/Stationery store facilities;

- 7.1 Safe and hygienic food shall be provided at all times. Without prejudice to any other punitive action in accordance with the terms and conditions hereof, any preparation not found to be wholesome or hygienic is liable to be rejected without any compensation.
- 7.2 High quality of hygiene, sanitation and safety shall be maintained at the entire Provision/Stationery store/store and surrounding premises. In particular,
- a) The furniture shall be washed with water and cleaning material and mopped, every evening at the close of Provision/Stationery store hours.
 - b) All floors and counter tops are to be scrubbed regularly with cleaning materials.
 - c) All vertical surfaces are to be dusted regularly. The period of cleaning should be such that there is no visible dirt or marks at any time.
 - d) Appliances, equipment, etc should be cleaned and maintained properly.
 - e) Electronic fly – kill / insect repellent equipment, as may be required, be installed.
 - f) No trash is to be thrown inside or outside the premises except in properly covered bins.
 - g) Cleanliness and hygiene are two most important criteria; therefore, the operator shall use only authorised chemicals, vessels and keep the area most clean and aesthetically beautiful as per the requirement of the University.
- 7.3 Designated Officer/Official of university will have 24-hour access to inspect storage and other occupied premises at any time for ensuring the cleanliness and hygienic conditions therein. Such officer shall also be entitled to take away samples of food and other items prepared by the operator, free of cost, for the purpose of inspection, testing, trial or analysis with a view to ensure that the food items served by the operator are wholesome edible food and conform to the general guidelines/standards such food items for human consumption.

8. QUALITY OF MATERIAL

All materials/items to be procured should be branded items only. Wherever, no branded items are available, high quality materials from reputed Provision/Stationery stores/operators as approved by the University are to be procured for preparation of items.

- 8.1 University will monitor the quality of materials used or held in stock for use. Designated Officer/Official may also inspect such materials.
- 8.2 Without prejudice to any other punitive action in accordance with the terms and conditions hereof, any material procured for use is not found to be confirming to stipulated standard of quality, such materials shall be rejected without any compensation.

9. STOCK & STORES

The operator shall, at his cost, maintain adequate stocks of food grain, grocery, vegetables, gas, etc at all times so that timely supply of items are not affected.

10. TENTATIVE PROVISION/STATIONERY STORE TIMINGS

10.1 The Provision/Stationery store timings shall be from 8 hours on all working days and holidays. The University may decide different timings for Provision/Stationery store and that shall be communicated to the operator.

10.2 The operator is not allowed to shut down the Provision/Stationery store or to change their timings without taking a prior permission [in writing] of the authority.

11. MANAGEMENT & SUPERVISION OF THE PROVISION/STATIONERY STORE

Effective and efficient management of the Provision/Stationery store shall be the sole responsibility of the Operator. In furtherance of that objective, the following arrangement will be in place.

11.1 Subject to the stipulations herein contained, the University shall formulate the rules relating to routine functioning, and wherever necessary upon discussion with the operator. The rules will come into effect upon approval thereof by the University.

11.2 The operator has to display the menu prominently in the Provision/Stationery store.

11.3 The operator shall also display the list of extra items that are to be supplied in the Provision/Stationery store

11.4 The Provision/Stationery store shall not be closed without prior permission of the University.

11.5 The relevant Rules and Regulations of university and all instructions given by the designated official of the University in the matter shall be strictly adhered to.

11.6 The Operator shall depute a co-coordinator/supervisor who shall be responsible for immediate interaction with the designated officer of University so that optimal facilities are availed without any disruption.

11.7 For the purpose of smooth running the Operator or his designated co-ordinator/ supervisor shall attend monthly meetings or as may be required. In such meeting (s), all disputes, differences and issues may be discussed for amicable resolution. For failure to attend such meeting, the Operator may be visited with penalty.

12. MAINTENANCE OF BOOKS & RECORDS

Maintenance of books, ledgers, other records and documents related to running the Provision/Stationery store, the Complaint Book, the Inspection Book, etc shall be the responsibility of the Operator. Complaint Book should be kept in the Provision/Stationery store at all the time and it should be accessible to all. All such records must be open for inspection by the University at all times.

13. SAFETY MEASURES

All safety measures must be taken care of and all care and caution exercised in order to avoid any accident, fire and other safety hazards. Any type of loss to/of assets and articles due to any such incident shall be to the account of the Operator. University shall in no way be liable for any such incident occurring in course of performance under this licence/contract.

14. PROHIBITED ACTIVITIES

Further to the stipulation herein contained, nothing as stated in the next sub-para shall be undertaken or indulged in or be allowed under any circumstances. The Operator shall not at any stage undertake or indulge in or allow undertaking by/ indulgence of his employees or anyone else,

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- a) in any uncalled for activity, whether inside or outside the premises of university, which may bring disrepute to University;
- b) in any activity in University's premises, whether or not commercial in nature, falling outside the scope of stipulations herein set out;
- c) in particular, storing/supplying/selling/distributing drugs, alcoholic drinks, cigarettes or any other items of intoxication in University premises including hostel/mess/Provision/Stationery store ; and
- d) in smoking and consumption of alcohol/drugs in the premises.

15. RENT

The operator shall pay the advance rent as agreed in the EOI opening or revised from time to time during the contract period.

16. PERFORMANCE BANK GUARANTEE

16.1 The Operator need to operate the facilities under this licence/contract continuously for the entire period of its duration. In case of discontinuation of facilities by the Operator at any time during this period or for non-satisfactory performances or breach of any terms and conditions of this licence/contract or non-compliance of the orders of competent authority, the Operator shall forfeit his EMD/Security Deposit either in part or in whole, as may be decided by the University without prejudice to any other remedy available under this licence or under law.

16.2 Should the Security Deposit be forfeited or deducted by the University in part or in whole towards realisation of any amount under the terms of this Licence/contract during its duration, the operator shall furnish a further Bank Guarantee for like amount in like manner.

17. DAMAGE TO UNIVERSITY PROPERTY

In the event of loss/theft/damage of/to the Assets and Articles of the University caused due to anything done by the Operator or any of its employees, whether wilful or not, the Operator shall remain liable for it and shall be made good or, as the case may be, replaced by the Operator at its own expenses failing which twice the full cost thereof or the cost of making good/repair, as incurred by the University, whichever is higher shall be paid by the Operator. Further the operator shall undertake to keep the premises harm-free and indemnified against any damage arising on account of fire, theft or negligence on the part of the Operator or his/her staff, to any property, to any resident or staff.

18. INSPECTION

Further to the stipulations herein contained, the University reserves the right to periodically inspect any or all aspects of the operation of the Provision/Stationery store facilities. In that regard, all co-operation must be extended by all concerned to the Designated Officer/Officials of at all times. Any omissions and commissions pointed out by such officers/officials during their inspection or recorded in the Inspection Book shall be properly attended to by the Operator.

19. STATUTORY LIABILITIES & COMPLIANCE THEREOF

19.1 Compliance with the Provision/Stationery of all laws of the State and Central Governments, Municipal laws, laws relating to cleanliness, sanitary, hygienic and health conditions, food and safety etc. with regard to the environment around cooking place, dining area, Provision/Stationery store and surroundings, etc, other laws in force at present and laws that may come into force after commencement of the Licence/contract including the rules or regulations framed there under and the notifications, instructions/clarifications issued under any such law/rules/regulations which are applicable to the works, acts, activities under this licence including all things incidental or consequential thereto and any other thing that the Operator or his employees may choose to do on his/their own in course of performance under this

- licence/contract shall be the responsibility of the Operator who shall comply all of them to the satisfaction of the Statutory Authorities concerned. In particular the operator shall keep the premises neat and clean always conforming to the standards of hygiene prescribed guideline.
- 19.2 Compliance with the Contract labour Act, Minimum Wages Act, Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, Provident Fund Act, etc. in force from time to time and due discharge of obligation and liabilities under any such Act in respect of all workers or employees engaged by the Operator in carrying on the works, acts, activities under the licence and any benefit payable or to be provided to all such workers or employees including all matter incidental or consequential thereto shall in particular be the responsibility of the Operator and to his account.
- 19.3 The Operator shall also obtain all licences, certificates, permits, etc. from the Authorities concerned and file all returns, statements, etc. with such Authorities, as may be required by or under any such law, as aforesaid.
- 19.4 All taxes, levies, cess, etc. payable in respect of the works, acts and activities carried on by the Operator or matters incidental thereto shall be to his account. The Operator shall deposit all such taxes, levies, cess, etc. to the account of the concerned Authorities in time and comply with all notices, orders and
- 19.5 Instructions/directions of any such authority in time and without fail.
- 19.6 Any liability, monetary or otherwise, on account of non-compliance or violation of any such Law, Rule, Regulation, Notification, etc., as aforesaid, and all expenses arising out of Statutory Proceedings, suits or other legal proceedings for such noncompliance or violation shall be the burden of the Operator and to his account.
- 19.7 The Statutory/Regulatory Authorities may visit the Provision/Stationery store premises for inspection, as may be required. The Operator or his representatives shall extend all co-operation to them at all times and produce all records, registers, etc., required under law to be maintained by him for their inspection.
- 19.8 Furthermore, the Operator shall at all times indemnify and keep indemnified the University or its Officers and members of the Provision/Stationery store Committee against all kinds of third party claims for any reason whatsoever including property loss and damage, personal accident, injury or death of any person.
- 19.9 In the event, due to act (s) of the Operator or his employees, if —
- a) University is put to any liability, loss, obligations, etc. resulting from any action, claim, damages, proceedings or suit initiated against the University by any individual, agency or Statutory/Government Authority under any law, and/or
 - b) University is required to pay any claims or damages to any individual, agency or Statutory/Government Authority, and
 - c) incurs any expenditure in connection with such actions, proceedings or suits the Operator shall be liable to make good/compensate such claims or damages including all expenses incurred by the University, failing which University shall be entitled to deduct appropriate amount from the performance security Deposit/Bank Guarantee furnished by the Operator to University.

20. RESOLUTION OF DISPUTES AND JURISDICTION OF COURTS

- 20.1 The Operator and university shall make every effort to resolve any dispute or disagreement amicably by direct informal discussions/negotiations. In case of any unresolved issues / disagreements / disputes, the matter shall be referred to an Arbitrator, to be appointed under mutual consent, whose award shall be binding on both parties.
- 20.2 Even after the efforts as in 20.1 above, any dispute arising out of or in relation to this Licence/contract either during subsistence there of or thereafter remain unresolved, the same shall be referred, by either side, for sole arbitration of the Director, GNLU. Decision of the Director on the reference shall be final, conclusive and binding on all concerned.
- 20.3 In case, even after arbitration, the Operator has compelling reasons to go to the court, the matter shall be subject to the jurisdictions of District Court, Gandhinagar, Gujarat or the High Court of Gujarat. The

resultant rights and obligations under this licence/contract will be adjudged in accordance with the Indian laws.

21. TERMINATION OF LICENCE/CONTRACT

This License/contract can be terminated under any one of the following circumstances and in the manner as specified herein below.

- 21.1. The Registrar may terminate this Licence/contract by giving one month's notice to the Operator, if he is of the opinion that—
- a) Continuation of the licence/contract would be detrimental to the interests of the University, or
 - b) the Operator has undertaken or has indulged and allow indulgence in acts or activities particularly prohibited herein, or
 - c) Performance of the Operator does not meet the stipulated standard or is deficient, or
 - d) the Operator has assigned/ sublet/ transferred his rights and responsibilities set out herein to a third party either in whole or part, or
 - e) there is such breach(es) or violation(s) of the term and condition, herein set out, that continuance of the Operator is not desirable; and
 - f) the security deposit of the Operator has been forfeited in full;
- 21.2. The Operator may choose to terminate the license/contract by giving six months' notice, in exceptional circumstances, and with the approval of the University with clearing all the dues to University.
- 21.3. During the period of notice, as above, the Operator shall keep discharging his duties as required hereunder till the expiry of notice period. Immediately on expiry of the notice period, the Operator shall peacefully handover the all assets and articles with the fittings, fixtures, furniture, equipment, appliances, etc given to him, in such condition as stipulated herein.
- 21.4. In the event of termination of the licence/contract granted to the Operator, the Registrar shall be at liberty to offer the licence/contract for the remaining duration of an academic session, at the cost of the operator, to any other bidder who participated in the same EOI as the operator. In the event any such bidder declines to accept the offer, the Registrar may also award the licence to any other Party at the cost of the Operator.

22. HANDING OVER/ RETURN OF ASSETS & ARTICLES OF UNIVERSITY AND REMOVAL OF ARTICLES OF OPERATOR

- 22.1 Within two (2) days of termination or expiry of the licence/contract, the Operator shall handover peaceful vacant occupation of the licensed premises and returns all the articles of University in as good condition/working condition, as it were at the time when the operator had received the custody thereof, except for normal wear and tear.
- 22.2 For failure to so hand over the licensed premises, the operator shall be deemed to be in unauthorized occupation of the same. Without prejudice to the rights of University to have recourse to remedies available to it, the operator shall pay Rs 5,000.00 per day of delay of unauthorized occupation.
- 22.3 Any articles not returned, twice the full cost of replacement thereof shall be paid by the Operator.
- 22.4 The operator shall remove his/her articles from the University Provision/Stationery store premises after obtaining no due Certificate from the University. Failure to obtain a no due certificate prior to removal of articles may lead to the forfeiture of the security deposit.

23. DETERMINATION OF RESPONSIBILITY & LIABILITY

Except, as otherwise stated herein, in the matter of determination of responsibility or liability of the operator falling under any of the terms herein, the decision of the Registrar of the University shall be final and binding on the operator.

24. AMENDMENT FOR BETTER FUNCTIONING/ REMOVAL OF DIFFICULTIES:

EOI No.: PC- 04/2023 EOI for Provision/Stationery Store

The Director of the University reserves the right to amend these terms and conditions, contained herein, as may considered necessary and appropriate for better functioning or for removal of difficulties in the operation of the mess or removal of doubts as to the terms and conditions set out herein.

FINANCIAL BID

- **For Operation of Provision/Stationery store at GNLU**

Sr. No.	Rent Per month Rs.	

AUTHORIZED SIGNATORY
With Office Seal

ACCEPTANCE OF THE FIRM:

The proposed terms and conditions enumerated in the EOI have been read and understood by me/us and are acceptable to me/us.

Signature of the Operator/firm/owner

Stamp/Seal and

Complete Address and Telephone no(s).