



GUJARAT NATIONAL LAW UNIVERSITY
(Established Under Gujarat Act No.: 09 of 2003)

Tender Notice No.: PC-07/2026

**TENDER FOR CANTEEN/MESS SERVICES
FOR STUDENTS AND EMPLOYEES OF THE
GUJARAT NATIONAL LAW UNIVERSITY,
GANDHINAGAR**



Gujarat National Law University
Attalika Avenue, Knowledge Corridor,
Koba, Koba (Sub P.O.), Gandhinagar - 382426 (Gujarat), INDIA.
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NOTICE INVITING TENDER (NIT) AND OTHER INFORMATION

NOTICE INVITING TENDER (NIT)

Tender for Canteen/Mess Services for Students and Employees of the Gujarat National Law University, Gandhinagar.

Registrar, Gujarat National Law University, Gandhinagar on invites e-bids for Providing Tender for Canteen/Mess Services for Students and Employees of the Gujarat National Law University) at Gujarat National Law University (herein after to be referred at “GNLU”) Campus from experienced, financially sound and reputed Agencies.

Tender document can be downloaded from <https://tender.nprocure.com/> by any interested eligible vendor. Technical and Financial bids are invited from the eligible firms/ companies working in the field of Canteen Services. The details of the Tender & schedule of important dates is as under:

DETAILS OF THE TENDER & KEY CALENDAR EVENTS

1	Tender Notice No.	PC-07/2026
2	Tender Inviting Authority	The Registrar, Gujarat National Law University
3	Name of the Tender	Tender for Canteen/Mess Services for Students and Employees of the Gujarat National Law University.
4	Duration of the Contract	1 (One year) and extendable by 2 (Two year).
5	Method of Selection	Quality and Cost Based Selection (QCBS)
6	Date of Publishing	30/07/2026, 05:00 PM
7	Date & Time of Document's Downloading/ Start Date	30/07/2026, 05:00 PM on https://tender.nprocure.com/
8	Pre-bid meeting	No pre bid meeting. Bidders have to send their queries to registrar@gnlu.ac.in
9	Last Date of Receipt of pre-bid queries on email	07/08/2026, 05:00 PM

9	Last Date and Time of Document to download	21/08/2026 up to 5:00 pm
10	Last Date for online Submission of Technical and Financial bid	21/08/2026 up to 5:00 pm on https://tender.nprocure.com/
11	Last Date and Time for Submission of Tender fee, EMD and Physical copy of Technical bid document	27/08/2026 up to 5:00 pm
12	Opening of Primary Stage at GNLU, Gandhinagar	31/08/2026 at 11:00 am
13	Opening of Technical bid at GNLU, Gandhinagar	01/09/2026 at 2:00 pm
14	Date and time for opening of financial bid	To be intimated after evaluation of technical bids to eligible bidders
15	Place for submission of the bid proposal, the opening of technical & financial bid and Comprehensive Demo	Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba – 382426, Gandhinagar, Gujarat
16	Estimated value of the work	Rs. 6,00,00,000/-
17	Cost of tender documents Fee(non-refundable)	INR 2,500/- Including GST (Non Refundable)
18	Earnest Money Deposit	INR 6,00,000/-

Note: - Bidders should visit the university's website (<https://gnlu.ac.in/GNLU/Tender>) for updates

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.,
GIFT City Office, Gandhinagar
GNFC Ltd. - IT Business
14th Floor, Tower One, Road 5C, Zone 5,
Gujarat International Finance Tech City (GIFT City),
Gandhinagar - 382 355,
Gujarat, India.

Phone : (079) 66743 289 / 329

Sales : dscsales[at]ncode[dot]in

Support : dscsupport[at]ncode[dot]in, dscsupport1[at]ncode[dot]in

Tender documents can be downloaded from the websites: <https://tender.nprocure.com> and <https://www.gnlu.ac.in/GNLU/Tender> . 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.

1. INTRODUCTION:

- 1.1 Gujarat National Law University invites interested parties to participate in this Request for Proposal (this “Tender”) for bidding and selection process for the appointment of bidders/reputed agencies/proprietors/firms and/or their authorized dealers for Canteen/Mess Services for Students and Employees of the Gujarat National Law University”. Tender Documents can be downloaded from website <https://tender.nprocure.com/>. For view, download and any other updates regarding this Tender, kindly check <https://gnlu.ac.in/GNLU/Tender>. Tender Fee & EMD shall be paid along with online submission of Tender Documents shall be submitted before the due date along with the original documents. Bids shall be submitted online only at website: <https://tender.nprocure.com/> latest by 21/08/2026, 05:00 pm. The hard copy of Technical Bid, DD for Tender fee and Earnest Money Deposit (EMD) shall be sent to the Registrar, Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Koba (Sub P. O.), Gandhinagar - 382426 (Gujarat), INDIA through Registered Post/Speed Post/Courier/Physical submission on or before latest by 27/08/2026, 05:00 pm.
- 1.2 The tender shall be addressed to The Registrar, Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar - 382426. The prescribed non-refundable tender fee, as mentioned in the tender document, should be sent by DD in favour of "Gujarat National Law University, Ahmedabad". Any subsequent amendments in the tender document will be available on the above-mentioned website.

2. INFORMATION TO BIDDERS:

2.1 Submission of Bids:

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 bidder shall submit the Pre-qualification/Technical Bid in a separate sealed cover along duly super scribed and these two sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed as **“TECHNICAL BID for Selection of Agency for Canteen/Mess Services for Students and Employees of the Gujarat National Law University, Gandhinagar.”** The 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. Financial Bid is to be submitted in the physical form along with this tender in sealed cover. Sealed Bids can be submitted by courier/Hand delivery or sent by registered post at the address as mentioned above.

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 National Law University Campus, Gandhinagar. No complaints on the available facilities will be entertained at a later date.

2.2 Bids not in the prescribed forms/formats will be summarily rejected.

2.3 Overall bid Evaluation Process:

The evaluation of bids shall be based on technical quality as well as financial considerations. A two-stage procedure, namely, a Technical Evaluation and a Financial Evaluation will be adopted for evaluating the bids as per the Quality cum Cost based Selection (QCBS) process as detailed in Section-3 of this document.

2.4 General Terms and Conditions:

2.4.1 Each bidder shall submit only one quotation.

2.4.2 The bidder should submit the tender fee amount (non-refundable) of Rs. 2,500/- (Rupees Twenty Five Hundred Only) & Bid Canteen Services (Earnest Money Deposit) for an amount of Rs. 6,00,000/- (Rupees Six Lakh Only) in the form of Demand Draft from a Nationalized /Scheduled Bank, drawn in favour of Gujarat National Law University payable at Ahmedabad. Tenders submitted without EMD/Tender Fees will be disqualified.

- 2.5 Manual/Offline bids shall not be accepted.
- 2.6 The eligibility criteria, Evaluation procedure and Special Instructions to the tenderers of the tender are mentioned in Section A of the tender document.
- 2.7 The General terms and conditions for providing services are mentioned in Section B of the tender document.
- 2.8 The Scope of Work, Operational Norms and Conditions of the contract are mentioned in Section 'C' of the tender document.
- 2.9 Two Bid Systems will be followed in this tender. Bidders should take due care to submit online tenders in accordance with requirements in sealed cover/packet available in the online portal, The tender documents are to be submitted in two parts as Technical Offer and Financial offer.
- 2.10 The Technical offer should include the following detailed information as per (2.10.1) to (2.10.7) below.
 - 2.10.1 Name (As per Registration Certificate), correspondence address, telephone number and fax number/E-mail id of the bidder.
 - 2.10.2 Complete details of the company indicating the name(s) of the owner(s) and staff members. Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason thereof.
 - 2.10.3 Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (Registration No., PAN, GST Registration No. & RPFC/ESIC No. & Other required valid licenses)
 - 2.10.4 List of past clients indicating the value of the contract & duration of the contract. Were you or your company ever required to suspend catering services for a period of more than 03 months continuously after you commenced the catering services? If so, give the name of the contract and reasons thereof. OR/And have you or your constituent ever left the contract awarded to you incomplete? If so, give the name of the contract and reasons for not completing the contract.
 - 2.10.5 List of present clients' along with the contract value & commencement date.
 - 2.10.6 Photo copies of filed Income Tax Returns for the last three financial Years (i.e. 2022-23, 2024-25 and 2025-26).

2.11 CRITICAL DATE SHEET

Publish Date and Time of the Tender	30/07/2026, 05:00 PM
Bid Document Download/Sale Start Date and Time	30/07/2026, 05:00 PM
Clarification Start Date and Time	30/07/2026, 05:00 PM
Clarification End Date and Time	07/08/2026, 05:00 PM
Bid Submission Download End Date & Time	21/08/2026, 05:00 PM
Physical Copy Submission End Date and Time	27/08/2026, 05:00 PM
Technical Bid Opening Date and Time	01/09/2026, 11:00 AM

SECTION A

ELIGIBILITY CRITERIA, EVALUATION PROCEDURE

1. ELIGIBILITY CRITERIA:

- 1.1 The applicant should be in catering business (excluding beverage and snacks services) for a minimum period of five years as on 31.03.2026.
- 1.2 Experience of having successfully run the catering services during the last three years in ending 31.03.2026 as per following:
 - i) One similar completed work having not less than 1000 persons on its dining strength worth Rs. 270 Lakhs OR
 - ii) Two similar completed works each having not less than 500 persons on its dining strength. OR
 - iii) Three similar completed works each having not less than 400 persons on its dining strength. OR
- 1.3 Similar nature of work means the running of the Canteens/messes in educational institutions / Universities/ Higher Educational Institutions such as IITs, AIIMS, NIDs, NFSUs etc. (with minimum 800 plus student's strength) during last 3 years should be attached in the tender document. The bidder should submit at least 3 work orders of work completed or ongoing canteen/mess services issued by any issued by any such reputed educational institutions as described above.
- 1.4 The bidder/firm should have minimum three years of experience in institutional Mess in large reputed educational institutions (as described in clause 2.4.3 as mentioned above), as on 31 Mar 2026. The bidder/firm should have Satisfactory Performance Certificate or recommendation from at least three educational institution(s) where they have been providing similar services in the past three years.
- 1.5 The bidder should have the experience of serving/providing at least 700 or more plates per day of each breakfast, lunch, evening snack with tea or coffee, and dinner at the Canteen/Mess at renowned educational institutions, as described in clause 2.4.3, during the last three years as of March 31, 2026. Certificate to that extent on the institution's letterhead with the issuing officer's contact details.
- 1.6 **Average Financial Turn-Over (Gross):** The bidder's average annual financial turnover (gross) in catering services during the 2023-24, 2024-25, 2025-26 duly audited by Chartered Accountant should not be less than 270 Lakh as per their audit books of accounts/Tax Returns with clear evidence that the turnover is derived from provision of services which from the subject matter of the present notice. The Bidding Agency shall also attach/provide the yearly financial certificate

directly issued by the previous or current educational institutions as described, as the supporting documents.

- 1.7 The Bidder experience-related performance certifications from their clients, a previous or current institute, or a university as described above clause 2.4.3 and 2.4.4 will be taken into account as proof of experience. No other piece of documentation will be accepted as experience verification. For the previous three years ending March 2026, the bidder must provide proof of successful completion or execution of work.
- 1.8 **Financial Solvency:** The bidder should have a solvency of 50% of the cost of the work. A certificate to this effect may be enclosed from the banker.
- 1.9 The Bidder should have valid food license issued by Food Safety and Standards Authority of India (FSSAI) for their existing business of mess service as described and copy of the same should be attached with technical bid.
- 1.10 The Bidder should have valid ISO 9001-2015 certification or any other nationally or internationally acclaimed certification related to food safety and quality. The firm should have preferably ISO-22000:2018 (Food safety management systems) certification.
- 1.11 The Bidder should not have defaulted on any bank/financial institute loans in the past. There should not be any statutory dues and undisputed liability.
- 1.12 The Bidder must have at least enough supervisory staff, in addition to the requisite number of staff required for efficient management of canteen/mess at the University.
- 1.13 **Performance Certification:** The bidders' performance for each work completed in the last three years and work in hand should be certified by a responsible person from the concerned organization. The certificate should also indicate the compliance of statutory requirements.
- 1.14 Tenders received without proper documents, including demand draft, shall be summarily rejected.
- 1.15 If required the University Authority will visit to the sites of the contractor to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided etc.

2. BID PREPARATION AND SUBMISSION:

- 2.1 The proposals shall be submitted in English only.
- 2.2 The Proposal to be submitted shall have to be signed by the authorized signatories.
- 2.3 Bidders shall submit only one proposal and would stand disqualified if it takes part in more than one proposal.
- 2.4 Bidders should familiarize themselves with local conditions and take into account these conditions while preparing their Proposal.

- 2.5 Bidders shall bear all costs associated with the preparation and submission of their proposal including cost of site visits, if necessary.
- 2.6 All bids must be submitted online on <https://tender.nprocure.com/website>.
- 2.7 The tender is a “Two Bid’ document. The technical bid should be submitted online on <https://tender.nprocure.com/> website. Also, the technical Bid should be submitted in a separate sealed envelope clearly indicating that it is a “TECHNICAL BID”. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD) and Tender fees.
- 2.8 The cover of a Technical bid is to be placed in a sealed envelope and marked with the bidder’s name. The tender document complete in all respects, as prescribed in the tender document, should be sent through registered/speed post/in person to the Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar-382007, Gujarat, India on or before 27/08/2026 up to 5:00 pm. No tender shall be accepted after the last date and time fixed for the purpose.
- 2.9 The firm shall have to qualify the eligibility criteria on the basis of the documents to be submitted in Technical Bid for further short listing.
- 2.10 The sealed envelope of the bidders containing "Technical Bid" shall be opened as per the prescribed date and time. However, the bidding firms may be invited on the day of opening the Technical Bid.
- 2.11 Each envelop so prepared should clearly indicate the name and address of the firm to enable the ‘Bid’ to be returned unopened in case it is received “Late” or beyond due date whatsoever the reason.
- 2.12 The copy of the Technical bid should be a complete document with Index, appropriate page numbered and signed with the company seal on each page and should be bound as a volume.
- 2.13 The bids received after the prescribed deadline shall not be accepted.
- 2.14 The financial bid is required to be submitted online on <https://tender.nprocure.com/> website only. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- 2.15 Clarification to Bid document/ Pre-bid query:
No pre bid meeting will be conducting. Clarifications to bid document/ Pre-bid queries, if any, may be requested by email at registrar@gnlu.ac.in latest up to 07/08/2026. Pre-bid query can be sent in the following format.

S. No.	Bid item reference No.	Nature of Query (Technical/ Financial/ General)	Query detail

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- 2.16 **Amendment/Cancellation of Bid document:** Gujarat National Law University reserves the right to cancel bidding process at any time without assigning any reason thereof and without any obligation to the Bidders. The University may, if required, amend the bid document by issuing corrigendum/ addendum in writing and uploading in GNLU Website at any time prior to expiry of the deadline for submission of proposals. The corrigendum/ addendum so issued shall be binding on all the Bidders. The Bidders are required to visit the website periodically for all the updates. GNLU shall not be responsible for ignorance of the information by the Bidders.
- 2.17 **Technical Proposal:**
While preparing the Technical Proposal, Bidders are expected to examine the bid document carefully. Providing inaccurate and incomplete information shall lead to rejection of a proposal. The Technical Proposal shall include all the information sought in prescribed formats along with the necessary supporting documents.
- 2.18 **Financial Proposal:**
While preparing the financial bid, Bidders should strictly follow instructions provided for the same. Bidders must also take into account the requirements and conditions outlined in this bid document. Financial bid should provide costs, any other charges and applicable taxes in the prescribed format. The financial bid must be submitted as per the given format only. The submission of financial details in any other format other than the prescribed one will be disqualified. The rates quoted for the consumable/general items will not be considered for the calculation of the financial bid and the award of final contract. The rates are asked for reference purpose only. The University reserves the right to purchase or not to purchase from the selected bidder.
- 2.19 **Validity of the Proposal:**
The Proposal and price offered therein shall have to be valid for 60 days from the last date for submission of the Proposal. Bids with shorter validity period would be treated as non-responsive.

3. OPENING OF BIDS:

Upon expiry of the deadline for submission of proposals, the Technical Proposal shall be opened as per schedule mentioned in bid document. From the time the bids are opened to the time the contract is awarded, if any Bidder wishes to contact the University on any matter related to its Proposal, it should only be done in writing. Any effort by a firm to influence the University in the process of evaluation and/or comparison of its proposal or contract award decisions would result in rejection of the concerned Bidder's proposal.

3.1 Disqualification of Proposals: The Tendering Authority, at its sole discretion, and at any time during the processing of the Proposal, may disqualify any Bidder from the Bidding process if the Bidder has:

- A. Made misleading or false representations.
 - B. Not submitted the required amount of EMD (Earnest Money Deposit) and Tender fees.
 - C. Submitted proposal document which is non-responsive or not accompanied by required documentation as specified in this bid document.
 - D. Submitted more than one proposal.
 - E. Failed to submit a proposal in accordance with the terms and conditions of this bid document.
 - F. Failed to submit a proposal where the validity of rate is not in compliance.
- Or due to any other reason that the University deems and sufficient to reject the proposal.

3.2 Codes of Ethics: The University, as well as the Bidder, shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely “The Prevention of Corruption Act, 1988”, during the procurement or execution of such contracts. If the bidder(s) are found in Bid pooling, or act against law against fraud and corruption, then their firms may be black listed.

4. PAYMENT METHOD:

- 4.1 Payment shall be made on monthly basis by the University to the vendor as per the actual consumption of the students only.
- 4.2 Alternatively, the University may ask the vendor to collect the Mess fees directly from the students as monthly basis. In that case, it is the responsibility of the vendor to create online payment link any appropriate method for the collection of the mess fees.
- 4.3 The decision of the University shall be final and binding on the vendor for all the purposes (i.e. (4.1) and (4.2)). The method of payment shall be mentioned in the work order. The University may also reserve the right to change the mode of payment at any month with prior information to the vendor.

5. EVALUATION OF BIDS

5.1 Preliminary Screening:

First, the envelope containing Tender fee and Earnest Money Deposit will be opened and if both are found in the prescribed manner, then second envelope containing Technical bid documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

The Tendering Authority will then undertake a preliminary evaluation of the technical bid to check compliance with the stipulated eligibility criteria as laid out in this document. In doing so, it would examine the completeness of the bid and verify, if it is duly signed or not and also whether or not the bid is generally in order.

5.2 Technical bid Evaluation:

The Bidder shall have to fulfill all the Prequalification Criteria. The submitted documents will be scrutinized along with the Technical bid in this phase of evaluation. Those bidders who do not fulfill the terms and conditions as specified in this tender or whose Technical bid is nonresponsive will not be considered. A bid may be rejected at this stage if it does not respond to important aspects of the Terms of Reference.

6. QUALITY CUM COST BASED SELECTION (QCBS):

The evaluation of bids shall be based on technical quality as well as financial consideration through a Quality cum Cost based selection process outlined below:

A two-stage procedure will be adopted for evaluating the responsive bids, namely, a Technical Evaluation and a Financial Evaluation. The technical evaluation (including presentation) will have a weightage of 70% and the financial evaluation will have a weightage of 30%.

6.1 Technical Evaluation:

Each responsive proposal will be given a Technical Score (TS). The firms shall be given marks out of 50 for different parameters.

Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Annexure-I: Proforma for Technical Bid. The Bidder should be ready with a presentation about their understanding of tendered work & showing the methodology of work plan. The Bidder has to remain present for the presentation to provide the required information to the Tender Committee, GNLU, Gandhinagar, on mentioned date, at no cost to GNLU.

A Committee entrusted with the responsibility of technical evaluation would mark the proposals accordingly. Along with the internal committee members, the University may invite external domain experts as evaluation committee members for the presentation. The Technical Committee would have the right not to declare/explain the specific details of its evaluation scheme to the bidders, however the structure of Technical evaluation shall be broadly as follows:

Sr. No.	Particulars	Maximum Marks
1	Average Annual Turnover of Rs. 270 Lakh for Financial Years: 2023-24, 2024-25, 2025-26. • Average Annual Turnover > Rs. 370 Lakh 15 marks • Average Annual Turnover > Rs. 320 Lakh - 370 Lakh 10 marks • Average Annual Turnover > Rs.270 Lakh – 320 Lakh 05 marks	15
2	Satisfactory performance certificates from Two different existing clients • 3 certificates 15 marks • 2 certificates 7.5 marks • 1 certificate 4 marks • 0 certificate 0 marks	15
3	Presentation: Understanding of tendered work & showing the methodology of work plan	20
	Total	50
Note: Supporting documents in favour of all above points have to be provided by the bidders as described in this tender document. Failing to do so, the technical bid will be rejected for further evaluations.		

GNLU reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any

requirement of intimating the Bidders of any such change. Any time during the process of evaluation, GNLU may seek for clarifications from any or all Bidders.

The Technical Score (TS) is

TS = The sum of marks awarded to the bidder by the Technical Committee as above

6.2 Financial Evaluation:

The evaluation of the Financial Proposal will be of only those bidders who have qualified in the technical Evaluation phase.

The bidder who has quoted the total lowest price will be assigned a score of 30 in the financial bid. Other bidders will be assigned a score relative to the score of bidders with the lowest quote as below:

$$FS = 30 * F1 / F$$

Where: FS = The financial score of the Financial Proposal being evaluated

F1 = The price of lowest-priced Financial Proposal

F = The quoted price of the Financial Proposal under consideration

6.3 Consolidated QCBS Evaluation:

The Combined Score (CS) of the QCBS shall be calculated as below:

$$CS = TS + FS$$

6.4 Award of Contract:

Based on the QCBS, the Combined Score (CS) shall be used to rank the bidders. The Bidder with highest Combined Score shall be awarded the contract. In the event that two or more Bidders get the same Combined Score (CS), the Bidder with higher Technical Score (TS) shall be awarded the contract.

The work must commence within a week of the signing of the Contract. The Decision of the University in matters relating to award of contract shall be final and binding.

SECTION B

GENERAL TERMS AND CONDITIONS FOR SERVICES

1. DEFINITIONS:

Unless inconsistent with or otherwise indicated by the context, the following terms stipulated in this CONTRACT shall have the meaning as defined hereunder.

1.1 CONTRACT:

Shall mean a written CONTRACT signed between GUJARAT NATIONAL LAW UNIVERSITY, GANDHINAGAR (GNLU) and the CONTRACTOR (the successful bidder) including subsequent amendments to the CONTRACT in writing thereto.

1.2 GUJARAT NATIONAL LAW UNIVERSITY (GNLU):

Shall mean Gujarat National Law University, Gandhinagar, India and shall include its legal representatives, successors and permitted assignees.

1.3 SITE:

Shall mean the place in which the operations/services are to be carried out or places approved by GNLU for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.4 GNLU REPRESENTATIVE:

Shall mean the person or the persons appointed by GNLU from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.

1.5 CONTRACTOR:

Shall mean any person/ persons/ firm/ company etc. to whom work has been awarded and whose bid has been accepted by GNLU and shall include its authorized representatives, successors and permitted assignees.

1.6 CONTRACTOR'S REPRESENTATIVE:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the GNLU as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.7 CONTRACT PRICE:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted by GNLU and amendments thereof, and shall include all fees, registration and other charges paid to statutory authorities without any liability on GNLU for

any of these charges. The prices will remain firm during currency of the CONTRACT unless specifically agreed to in writing by GNLU.

1.8 DAY:

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.9 SERVICE:

Shall mean and include cited services (catering) which CONTRACTOR is required to provide to the GNLU for/under the CONTRACT and amendments thereto.

1.10 INSPECTORS:

Shall mean any person or outside Agency nominated by GNLU to inspect documents in the CONTRACT stage-wise as well as final as per the terms of the CONTRACT.

1.11 FACILITY:

Shall mean all property of the GNLU owned or hired by GNLU.

1.12 MESS COMMITTEE:

The Mess Committee of the University, comprising nominated students, staff, and faculty of GNLU, Gandhinagar, shall oversee the overall functioning of the dining halls.

2. DURATION OF THE CONTRACT:

The contract will be initially for a period of one year which may be renewed on negotiated terms & conditions annually for further period of two years (one year at a time) by Gujarat National Law University, Gandhinagar depending on requirement of the Institute and performance of the vendor/contractor/service provider.

3. DUTIES AND POWER /AUTHORITY:

The duties and authorities of GNLU's representative are to act on behalf of the Institute for: Overall supervision, coordination and Management.

3.1 Proper utilization of the services.

3.2 Commenting/ countersigning on reports made by the Contractor's representative at site in respect of services, receipts, etc. after satisfying himself/herself with the facts of the respective cases.

3.3 The Institute representative shall have the authority, but not any obligation at all times and any time to inspect/test/examine/ verify any service(s), tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work at any point of time. Hence, the overall responsibility of quality of services shall rest solely with the CONTRACTOR.

- 3.4 Each and every document emerging from service in support of any claim by the contractor has to have the countersignature/ comments of GNLU's representative without which no claim will be entertained by GNLU.

4. PENALTY POINTS

Penalties for violation or rules, terms and conditions

As and when University Representative or Committee proposes a fine, they will inform the representative of the Contractor, and the fine will be imposed by the University on recommendation of the University Representative or Committee. The Contractor shall be fined for not adhering to the agreed terms as per the following rules. GST as applicable will be charged extra on the fine amount.

- 4.1 Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 5,000/- on the Contractor.
- 4.2 Three or more complaints of unclean utensils/hygiene failure within a two-week period would lead to a fine of Rs. 10,000/- on the Contractor.
- 4.3 If food for any meal gets over within timings of mess and waiting time is more than 20 minutes for lunch or dinner, and 15 minutes for breakfast or tea & snacks, then a fine of Rs. 5,000/- would be imposed on the Contractor. The timings for that meal will be extended equivalent to delay time.
- 4.4 The quality of milk served must satisfy the highest standards of purity. Inappropriate quality and dilution of milk shall attract a penalty of Rs. 5,000/-
- 4.5 Each instance of unprofessional behavior (lack of personal hygiene of staff, consumption of prohibited substances, spitting of gutkha/pan masala etc, misbehavior by workers/unclean utensils etc. as determined by the University Mess Committee etc. will lead to fine of Rs. 5,000/- on Contractor.
- 4.6 Any instance of mixing of Veg and Non-Veg food, either during preparation or serving or with respect to the utensils will attract a fine of Rs. 5,000/-.
- 4.7 Any violation of Green Office directives (related to acts of harming the eco-friendly drive at the Institute) shall attract a penalty of Rs. 2,000/-. Similarly, any improper disposal or dumping of waste, including dumping solid waste in drains shall attract a penalty of Rs. 5,000/-.
- 4.8 Using of brands not mentioned in the contract without prior permission and/or adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the University Mess Committee.

- 4.9 Any failure/delay in remitting the monthly Infrastructural/Convenience Charges by the due date would attract a penalty as decided by the University Representative or Committee
- 4.10 For any rules stated in the agreement,
- a. First violation of the rule implies fine as per the rule. However, in exceptional cases where the nature of violation is of serious nature, the University Representative/ Committee may propose higher fines than those indicated above.
 - b. Second and subsequent violations of the same rule within 30 days of previous fine will be 50% added to the initial amount of fine on the Contractor.
 - c. If any of the above rules are violated 10 times within one quarter (taken as a total) the Contractor would be liable for automatic disqualification, and the contract may be terminated. However, this is not the only criteria for termination. The Institute reserves the right to terminate the contract at any time, considering the frequency and seriousness of the violations.

5. CONTRACT DOCUMENT:

5.1 Governing Language:

The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

5.2 Entire Agreement:

The CONTRACT constitutes the entire agreement between GNLU and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement.

5.3 Modification in Contract:

All modifications leading to changes in the CONTRACT with respect to technical and/or financial aspects, including terms of delivery, shall be considered valid only when accepted in writing by GNLU by issuing an amendment to the CONTRACT. GNLU shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

5.4 Assignment:

The CONTRACTOR shall not, save with the previous consent in writing of GNLU, sublet/SUB-CONTRACT, transfer or assign the CONTRACT or any part thereof in any manner whatsoever. However, such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT and CONTRACTOR shall be fully responsible for the services hereunder and for the execution and performance of the CONTRACT.

5.5 Waivers and Amendments:

- a. Waivers: - It is fully understood and agreed that none of the terms and conditions of this CONTRACT shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized agents or representative of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- b. Amendments: - It is agreed that CONTRACTOR shall carry out work in accordance with the directives to be furnished by GNLU which may be amended from time to time by reasonable modifications as GNLU sees fit.

6. CLAIMS, TAXES & DUTIES, FEES AND ACCOUNTING:

6.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of GNLU. GNLU may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's services, labour, materials and services under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

6.2 Notice of Claims:

CONTRACTOR or GNLU, as the case may be, shall promptly give the other notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

6.3 Taxes:

CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including. Corporate and personal taxes

levied or imposed on the CONTRACTOR on account of payments received by it from GNLU for the work done under this CONTRACT. The CONTRACTOR shall bear all personnel taxes levied or imposed on its personnel, vendors, consultants etc. on account of payment received under this CONTRACT.

It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

The GST invoices should invariably contain the following particulars:

- i. Name, Address and the Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
- ii. Name and Address of the Service Receiver (Address of GNLU).
- iii. Description, Classification and Value of taxable service and the amount of applicable tax separately indicating Education Cess and Secondary & Higher Education Cess, wherever applicable)

6.4 Corporate Taxes:

6.4.1 The CONTRACTOR shall bear all direct taxes, levied or imposed on the CONTRACTOR under the laws of India, as in force from time to time. The CONTRACTOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by GNLU for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT. Tax shall be deducted at source by GNLU from all sums due to the Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

6.4.2 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, it is required to furnish his Permanent Account Number (PAN) which is mandatory to the person responsible for deducting tax at source.

6.4.3 For the lapses, if any, on the part of the CONTRACTOR and consequential penal action taken by the Income Tax department, GNLU shall not take any responsibility whether financial or otherwise.

For lapses, if any on the part of the CONTRACTOR and consequential penal action taken by the Tax department, GNLU shall not take any responsibility whether financial or otherwise.

7. PERFORMANCE:

The CONTRACTOR shall undertake to perform all services under this CONTRACT with all- reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of GNLU and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect, deficiencies noticed in the CONTRACTOR's service will be promptly remedied by the CONTRACTOR within 3 days upon the receipt of written notice from GNLU to improve their performance failing which GNLU may terminate the CONTRACT by giving the CONTRACTOR 30 (thirty) day's written notice.

8. PERFORMANCE BOND:

The CONTRACTOR shall furnish to GNLU within 14 days from the date of Award of contract, Performance Security in the form of Demand Draft or online transfer for the period specified in the bid document/ Notification of Award towards performance under this CONTRACT.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement or in the event of termination of the contract under provisions of this contract and /or in respect of any amount due from the CONTRACTOR to GNLU, GNLU shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank.

The bank shall be obliged to pay the amount to GNLU on demand.

9. DISCIPLINE:

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workmanlike manner according to good practice. CONTRACTOR shall maintain strict discipline and good CONTRACT among its employees and shall abide by and conform to all rules and regulations promulgated by GNLU governing the operations. Should GNLU feel that the conduct of any of CONTRACTOR or contractor's employees is detrimental to GNLU's interest, GNLU shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall comply with any such request to remove such personnel at CONTRACTOR's expense unconditionally. The CONTRACTOR will be allowed a maximum of 2 working days to replace the person by a competent qualified person at CONTRACTOR's cost.

10. VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER:

All contracts involving deployment of Contractor's manpower within GNLU's premises the Contractor shall submit the following documents to GNLU prior to the start of work:

- (i) Undertaking from the Contractor that the character and antecedents of the personnel) proposed to be deployed by their firm at GNLU is/are impeccable.
- (ii) Undertaking from the Contractor that their firm has scrutinized the previous working of the person(s) proposed to be deployed by them at GNLU and there is nothing adverse as regards to their character and antecedent.

11. SECRECY:

CONTRACTOR shall during the tenure of the CONTRACT and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by GNLU, divulge or grant access to any information about the work. CONTRACTOR shall not also destroy any report, note or any other document to the operation/ work required by GNLU. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

12. STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations.

13. INSURANCE:

- (i) CONTRACTOR shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of its personnel deputed under this CONTRACT as well as CONTRACTOR's tools and any other belongings of the CONTRACTOR or their personnel during the entire period of their engagement in connection with this CONTRACT. GNLU will have no liability on this account.
- (ii) Certificate of Insurance: Before commencing performance of the CONTRACT, CONTRACTOR shall upon request furnish GNLU with of insurance indicating (1) kinds and amounts of insurance as required herein (2) effective and expiry dates of policies (3) that GNLU shall be given thirty (30) days written advance notice of any material change in the policy (4) waiver of subrogation endorsement has been attached to all policies and (5) the territorial limits of all policies. Should there be lapse in any insurance required to be carried out by CONTRACTOR hereunder for any reason, losses resulting therefrom shall be to the sole account of the CONTRACTOR. Such insurance shall be affected within Insurance Company incorporated and registered in India.
- (iii) Deductible: - That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

- (iv) CONTRACTOR shall require to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14. INDEMNITY AGREEMENT:

14.1 Indemnity by Contractor:

Unless otherwise specified elsewhere in this CONTRACT, CONTRACTOR shall indemnify and keep indemnified GNLU, (other than the CONTRACTOR) and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses (including without limitation, wreck or debris, removal costs, where wreck or debris removal is ordered by a competent authority) judgments' and fines/penalty arising out of or in the course of or caused by the execution of work under the CONTRACT or other obligations hereunder directly or indirectly associated herewith and or arising from :

a) Personal injury, illness or death of:

- (i) Any of CONTRACTOR or CONTRACTOR's personnel (even if caused by or contributed to by the negligence or fault of GNLU); and
- (ii) Subject to clause 14.1 (a) (i) any other person to the extent the injury, illness or death is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel and iii) loss or damage to: any property owned, hired or supplied by CONTRACTOR or CONTRACTOR's personnel or subject to clause any other property to the extent the loss or damage is caused by the negligence or fault of the CONTRACTOR or CONTRACTOR's personnel.

15. DELAY IN MOBILIZATION AND LIQUIDATED DAMAGES (LD):

- (i) CONTRACTOR shall mobilize and deploy the required services as per the Contract so as to commence the services at the specified site (s) within a maximum of 15 days from the date of RC/WO.
- (ii) If the CONTRACTOR fails to mobilize and deploy the required services and / or fails to commence the operations within the period specified in sub clause (a) above, GNLU shall have, without prejudice to any other provisions in the contract including sub clause (c) below, the right to terminate the contract.
- (iii) If the contractor is unable to commence the operations within the period specified in sub clause (a) above, it may request GNLU for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, GNLU may at its discretion, extend the period of mobilization and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum

equivalent to Rs. 10,000/-, for each week of delay or part thereof, subject to a maximum of Rs. 50,000/- per month. The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by GNLU on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

16. SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

17. CHANGE IN LAW:

- 17.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personal and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by GNLU subject to the production of documentary proof to the satisfaction of GNLU to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by GNLU.
- 17.2 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, GNLU will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, GNLU will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side. Notwithstanding the provision contained in clause 17.1 above, GNLU shall not bear any type of tax.

18. 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 Contractor. University shall in no way be liable for any such incident occurring in course of performance under this licence/contract.

19. 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 Contractor shall not at any stage undertake or indulge in or allow undertaking by/ indulgence of his employees or anyone else,

- 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 the University premises including hostel/mess/canteen ; and
- d) in smoking and consumption of alcohol/drugs or any prohibited substances in the premises.

20. RENT:

The contractor shall pay the rent as agreed in the tender and revised from time to time during the contract period. The rent shall be charged every month.

21. DAMAGE TO UNIVERSITY PROPERTY:

- 21.1 The Contractor shall make good any damage of any kind whatsoever caused to the said premises or any part thereof or to any other part of the University Campus including road and infrastructure of said building on account of any act or omission either of the Contractor or any of his employees or any of the Contractor's visitors irrespective of whether the damage caused is willful or accidental.
- 21.2 In the event of loss/theft/damage of/to the Assets and Articles of the University caused due to anything done by the Contractor or any of its employees, whether wilful or not, the Contractor shall remain liable for it and shall be made good or, as the case may be, replaced by the Contractor 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 Contractor. Further the contractor 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 Contractor or his/her staff, to any property, to any resident or staff.

22. INSPECTION:

Further to the stipulations herein contained, the University reserves the right to periodically inspect any or all aspects of the Canteen Services 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 Contractor.

23. STATUTORY LIABILITIES & COMPLIANCE THEREOF:

- 23.1 Compliance with the provisions 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, Canteen Services 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 Contractor 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 Contractor who shall comply all of them to the satisfaction of the Statutory Authorities concerned. In particular the contractor shall keep the premises neat and clean always conforming to the standards of hygiene prescribed guideline.
- 23.2 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 Contractor 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 Contractor and to his account.

- 23.3 The Contractor 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.
- 23.4 All taxes, levies, cess, etc. payable in respect of the works, acts and activities carried on by the Contractor or matters incidental thereto shall be to his account. The Contractor shall deposit all such taxes, levies, cess, etc to the account of the concerned Authorities in time and comply with all notices, orders and
- 23.5 Instructions/directions of any such authority in time and without fail.
- 23.6 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 Contractor and to his account.
- 23.7 The Statutory/Regulatory Authorities may visit the Canteen premises for inspection, as may be required. The Contractor 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.
- 23.8 Furthermore, the Contractor shall at all times indemnify and keep indemnified the University or its Officers and members of the Canteen 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.
- 23.9 In the event, due to act (s) of the Contractor or his employees, if — 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 University is required to pay any claims or damages to any individual, agency or Statutory/Government Authority, and incurs any expenditure in connection with such actions, proceedings or suits the Contractor 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/Performance Guarantee furnished by the Contractor to University.

24. RESOLUTION OF DISPUTES AND JURISDICTION OF COURTS:

- 24.1 The Contractor and the 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.

- 24.2 Even after the efforts as in 24.1 above, any dispute arising out of or in relation to this Licence/contract either during subsistence thereof 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.
- 24.3 In case, even after arbitration, the Contractor has compelling reasons to go to the court, the matter shall be subject to the jurisdiction of the 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.

25. 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.

- 25.1 The Registrar may terminate this Licence/contract by giving one month's notice to the Contractor, 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 Contractor has undertaken or has indulged and allow indulgence in acts or activities particularly prohibited herein, or
 - c) Performance of the Contractor does not meet the stipulated standard or is deficient, or
 - d) the Contractor 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 Contractor is not desirable; and
 - f) the security deposit of the Contractor has been forfeited in full;
- 25.2 Contractor 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.
- 25.3 During the period of notice, as above, the Contractor shall keep discharging his duties as required hereunder till the expiry of notice period. Immediately on expiry of the notice period, the Contractor 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.

- 25.4 In the event of termination of the licence/contract granted to the Contractor, the Registrar shall be at liberty to offer the licence/contract for the remaining duration of an academic session, at the cost of the contractor, to any other Tenderer who participated in the same Tender as the Contractor. In the event any such Tenderer declines to accept the offer, the Registrar may also award the licence to any other Party at the cost of the Contractor.

26. HANDING OVER/ RETURN OF ASSETS & ARTICLES OF UNIVERSITY AND REMOVAL OF ARTICLES OF CONTRACTOR:

- 26.1 Within two (2) days of termination or expiry of the licence/contract, the Contractor 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 contractor had received the custody thereof, except for normal wear and tear.
- 26.2 For failure to so hand over the licensed premises, the contractor shall be deemed to be in unauthorized occupation of the same. Without prejudice to the rights of the University to have recourse to remedies available to it, the contractor shall pay Rs 5,000.00 per day of delay of unauthorized occupation.
- 26.3 Any articles not returned, twice the full cost of replacement thereof shall be paid by the Contractor.
- 26.4 The contractor shall remove his/her articles from the University canteen 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.

27. DETERMINATION OF RESPONSIBILITY & LIABILITY:

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

28. AMENDMENT FOR BETTER FUNCTIONING/ REMOVAL OF DIFFICULTIES:

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 Canteen or removal of doubts as to the terms and conditions set out herein.

29. ACCEPTANCE OF THE TENDERER:

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

Signature of the Contractor with Stamp/Seal and Complete Address and Telephone no(s).

26.5 **Contract Period:** The successful bidder will be required to provide the services for the period of one year and can be extended up to maximum three years subject to satisfactory performance and approval of the University. The quoted rates of food items shall remain fixed for one year and can be revised after completion of one year only with the approval of the University.

26.6 **Tender Fee:** An amount of **Rs. 2,500.00** (Rupees Twenty Five Hundred Only) as tender 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 Tender Fee shall not be accepted. This should be enclosed separately in an envelope and stapled with the Technical Bid document superscribing Tender fee.**

26.7 **Earnest Money Deposit (EMD):** An amount of **Rs. 6,00,000** (Rupees Six Lakh 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 superscribing EMD. Any bid without EMD will be summarily rejected. No interest is payable on EMD.** EMD will be refunded to the unsuccessful bidders after 15 days from the completion of the tender process.

26.8 **Security Deposit & Performance Guarantee:** An amount of **Rs. 30,00,000.00** (Rupees Thirty Lakh only) as Security Deposit shall be paid by the successful bidder towards **Performance Guarantee till operational period.** The security deposit amount shall be paid in the form of FDR drawn in favour of “Gujarat National Law University”, payable at Ahmedabad. 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.

26.8.1 The Successful Bidder shall have to execute an agreement on Non-Judicial Stamp Paper of appropriate value and shall be required to furnish performance guarantee in the form of unconditional Bank Guarantee as per GR no. EMD/10/2020/38780/DMD dated 20th April 2020 within 45 days from the

date of issue of Work Order/Award of Contract from any Nationalized Bank in favour of Gujarat National Law University, Payable at Ahmedabad. Such performance guarantee should be valid for a period of 01 year and 90 days. Performance guarantee shall be furnished in favour of “Gujarat National Law University”.

26.8.2 In case of failure to deposit the above amount of performance guarantee within stipulated time, the EMD deposited shall be forfeited by GNLU.

26.8.3 After successful completion of the work, the performance security may be returned to the concerned bidder, upon written request.

26.8.4 No interest will be paid by the University on the performance security.

26.8.5 Performance guarantee may be forfeited in full or part in the following cases:

- If the terms and conditions of contract are breached.
- If the Bidder fails to provide service satisfactorily.
- If contract is being terminated due to non-performance of the Bidder.
- Notice of a reasonable time will be given in case of forfeiture of security deposit. The decision of the University shall be final in this regard.

26.8.6 Failure of the successful Bidder to comply with the requirement of furnishing the requisite Performance guarantee in time shall constitute sufficient grounds for the annulment of the award, in which case, the University reserves the right to award the work to the next best ranked Bidder or may call for fresh bids.

26.8.7 **Price:** The price shall be **quoted in Indian Rupees only**, on free delivery at site basis. This shall be including of all taxes.

26.8.8 **Bid:** Technical Bid should be submitted in separate sealed envelope quoting reference number on the top of the envelope. Tender 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.

26.8.9 **Acceptance of Tender:** The Authority of Gujarat National Law University, Gandhinagar does not bind itself to accept the lowest priced bid and reserves the right to reject any or the entire tender bids received without assigning any reason thereof. The authority may also decide to empanel more than one service provider or their certified authorized agency and fix a price band for the product specifications offered by different companies/brands, compliant to minimum specifications asked in the tender. This is in view of the spectrum of products available in the market, requirements of the University.

26.8.10 **Extra Features:** If the bidder provides any other extra features on the supplied items which are not mentioned in the tender product specifications,

then that shall be highlighted in clear terms with documentary evidence/literature.

26.8.11 **Compliance List:** The proposal be properly indexed and a compliance list against the technical specifications should be provided.

26.8.12 **Conditional Offer** shall not be accepted.

26.8.13 The benefit of any downward price revision (revision on account of budget/financial policy, tax revision, EPZ etc.) is to be given to Gujarat National Law University, Gandhinagar by the selected OEM/agency.

26.8.14 **Past Performance of the agency will be judged at the time of Technical Evaluation.**

26.8.15 **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.

26.8.16 **Bidders should** enclose the following documents;

- i. Certificate of Registration/Trade License
- ii. Attested copy of PAN card, GST registration papers
- iii. Audited statement of Accounts and IT returns for the last three years
- iv. Authorized Distributors/agencies must submit appropriate authorization certificate and letter from their Owners, for participation in the said tender.
- v. Name and address of past satisfactory supplies or minimum three clients to whom such items/stores have been supplied should be mentioned in the technical bid.
- vi. Copy of product literature, for which the prices have been quoted.
- vii. A write up on service and maintenance capability.
- viii. Signed copy of the tender document, with company seal, agreeing to the terms & conditions and declaration

26.8.17 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.

26.8.18 **The person/officer signing** the tender/bid documents should be authorized by the Chief Executive Office/Managing Director / Proprietor / Partner of the firm to sign such documents.

26.8.19 **Opening of Price Bids:** The Price Bid(s) of only those agency(s) who are found technically qualified will be opened and the same will be opened before the technically qualified agency(s).

26.8.20 Tenderer 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.

30. IMPORTANT:

- 30.1 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 placing the Work Order.
 - 30.1.1 A bid submitted with false information will not only be rejected but also the franchise owner/agency will be debarred from participation in future tendering process.
 - 30.1.2 The franchise owner/Agency 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.
 - 30.1.3 In case of any dispute, the decision of the Director of this University shall be final and binding on the bidders.
 - 30.1.4 For any query pertaining to this bid document, correspondence be addressed to: The Registrar, GNLU.
 - 30.1.5 In case the due date for opening tender happens to be a holiday, the same will be opened on the next working day. The timings will however remain unchanged. Please Note that the University remains closed on Second & Fourth Saturday, every Sunday & Public Holidays.

31 Validity, Extension and Termination of Agreement:

- 31.1 The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every 6 months and will be extended up to maximum three years at the discretion of the Gujarat National Law University after expiry of the contract.
- 31.2 The successful Bidder has to convey acceptance of Letter of Intent (LOI) within 07 working days of receipt of Letter of Intent (LOI).
- 31.3 GNLU, Gandhinagar may at any time terminate the services agreement with immediate effect by giving written notice to the successful Bidder, if the successful Bidder becomes bankrupt or otherwise insolvent and for any breach of the agreement, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GNLU, Gandhinagar.
- 31.4 The successful Bidder can terminate the agreement by giving with three months' prior

notice to the GNLU, Gandhinagar. The GNLU, Gandhinagar also reserves the right to claim from the successful Bidder for any loss sustained for their misuse of space / not abiding by the Law of the Land /causing damages to the main structure in or outside of the office Space allotted to them.

- 31.5 Sub-letting/sub-contracting is not permitted. That on the expiry of the agreement as mentioned above the agency will withdraw all its personnel and clear its personnel's accounts by paying their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.

32. RECOVERY OF SUM DUE:

As per the service contract entered between GNLU, Gandhinagar and the Successful Bidder(s), if any sum of money is recoverable from the successful Bidder, GNLU, Gandhinagar shall be entitled to recover such sum by appropriating in part or full from the Security deposit already deposited by the Successful Bidder(s).

33. INTERPRETATION:

In the event of any difference in the interpretation of any of the clauses of the service contract and / or the Tender documents, the clarification given by the Registrar of Gujarat National Law University, Gandhinagar shall be final and binding on the Parties.

34. SETTLEMENT OF DISPUTES:

In case of any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, application, meaning scope of operation or effect of the service contract or the validity of the breach thereof, both the parties shall make every effort to resolve the same amicably by mutual consultations. If the Parties fail to resolve within 21 days of its occurrence, then the matter shall be referred for settlement to The Director, Gujarat National Law University, Gandhinagar and the award made in pursuance thereof shall be binding on the Bidder. In case, if the Bidder is not satisfied with the decision of the Director, GNLU, any dispute whatsoever shall be subject to the jurisdiction of Gandhinagar Courts only.

35. FORCE MAJEURE:

- 35.1 In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the subsistence of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the bidder shall, within a week from the commencement thereof, notify the same in writing to GNLU with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, except those which had occurred under any other clause of this contract prior to such termination.
- 35.2 If the University is closed due to the lockdown notification issued by the Central/State Government due to increase in Covid-19 cases or any other pandemic circumstances or any other reasons, the contractor should close the premises and University shall waive rent until it opens for students.

36. LIMITATION OF LIABILITY:

Notwithstanding any other provisions, except only in cases of willful misconduct and /or criminal acts,

- (i) Neither the Contractor nor the University (GNLU) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Institute and
- (ii) Contractor shall indemnify and keep indemnified GNLU harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (i) above.

SECTION-C
SCOPE OF THE WORK & SERVICES AS PER THE TENDER

1. SCOPE OF THE WORK & SERVICES:

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

- 1.1 The Contractor shall not make any addition, variation or alteration in the GNLU premises or any part thereof.
- 1.2 The specified premises for operation of mess services shall be used only for the purpose of operation of catering services, namely breakfast, lunch, snacks and dinner for the students, employees, guests of the Institute and for no other purpose/business. The contract shall not reside and shall not permit anybody else in the Canteen premises.
- 1.3 The University shall provide to the Contractor kitchen equipment, furniture, fittings, and other necessary apparatus in serviceable condition, for which the Contractor shall execute a proper receipt in favour of the University. The Contractor shall be responsible for maintaining these items in good serviceable condition and shall return the same to the University upon expiry or termination of the contract. Any loss or damage to such items during the contract period shall be borne by the Contractor.
- 1.4 The kitchen equipment and other items provided by the University shall be carefully maintained by the Contractor at its own cost. Any damage caused due to improper handling, misuse, or negligence use shall reimbursed by the Contractor to the University.
- 1.5 The Mess Committee of the University, comprising nominated students, staff, and faculty of GNLU, Gandhinagar, shall oversee the overall functioning of the dining halls. The decisions taken by the Committee in matters relating to the mess shall be final and binding on the Contractor.
- 1.6 The list of existing kitchen equipment and utensils available at each dining hall is maintained by the Mess Committee of GNLU, Gandhinagar. Any requirement for additional utensils or kitchen equipment by the Contractor may be considered upon the recommendation of the Mess Committee, subject to the sole discretion and approval of the Competent Authority of the University.
- 1.7 The Contractor shall, at the end of every six months, submit an account (equipment condition report) of all kitchen equipment, furniture, fittings, and other items provided by the University. The Mess Committee and/or any officer duly

- authorized by the University shall have the right to inspect and verify such equipment, utensils, furniture, and fittings at any time.
- 1.8 The Contractor shall not have the right to remove/carry any item/equipment supplied by the University outside the University premises either for the purpose of repairs or otherwise without the express permission in writing from the Mess Committee.
- 1.9 The University shall not be responsible for any materials, goods, or belongings of the Contractor kept on the premises. The Contractor shall be solely responsible for the safety and security of such items, and the University shall not be liable in any manner for any loss, theft, or damage thereto.
- 1.10 Cost of PNG and/ or other cooking gas and Electricity charges shall be borne by the Contractor. University will supply water for mess operations free of cost. However, the usage of water will be closely monitored for excess use/misuse and can be regulated if the University deems necessary to do so.
- 1.11 The Contractor shall not part with possession of the said premises, or any part thereof, nor permit any other person to use the same for any business or purpose whatsoever. The Contractor shall also not make or permit any addition, alteration, or variation to the said premises or any part thereof without prior approval of the University.
- 1.12 The Contractor shall be responsible for complying with all applicable statutes, laws, by-laws, norms, rules, and regulations prescribed by the local, State, and Central Governments, as well as by the Institute from time to time, in relation to the storage and handling of food products and cooking materials, including hazardous, inflammable, or combustible goods, substances, or articles. The Contractor shall remain fully informed of any amendments or changes in such laws, norms, rules, or statutes, and the University shall bear no responsibility in this regard.
- 1.13 The Contractor shall observe all Municipal and Government Regulations in force from time to time in relation to the use of the said business and be responsible for any violation of any such rules.
- 1.14 The Contractor shall not become a cause of nuisance or annoyance in any way either to the University or to other occupants of the building in the campus and it is agreed that the decision of the University whether the Contractor has caused nuisance or annoyance shall be final and conclusive and the Contractor shall not question or challenge the said decision of the University.
- 1.15 The Contractor shall not make use of the premises for any illegal, immoral or unlawful purposes.
- 1.16 The Contractor shall use weighing balance, weights and / or measures which have been verified by comparison with the standard weights or measures and stamped

in accordance with the provisions of the Weights and Measures Act, 1932 as amended from time to time.

- 1.17 The Contractor must have the appropriate licenses such as Food Safety license, Registration/Gumastadhara, Commercial Tax License and any other such Government license/permits mandated/required by the government and local authorities for operating such a venture. The contractor shall make these details available to Gujarat National Law University. The contractor shall abide by all the terms of the license permits issued to the Contractor.
- 1.18 The Contractor will take appropriate safety measures including against outbreak of fire and will be held responsible in case of such an incident occurring.
- 1.19 The Contractor will not sell any alcoholic beverages/cigarettes/or any other prohibited substance nor permit any person to bring it from outside for the purpose of drinking/ smoking / unauthorized items / products/ prohibited substance (s) along with other food articles, which may be sold. The Contractor shall also ensure that his/her employees do not consume any prohibited substance and gutkha/pan masala and similar items at the Institute premises.
- 1.20 In case of Death/Insanity/Insolvency or any kind of condition wherein the Contractor puts himself where he is not able to run the business, his legal heirs or authorized person may operate/provide the contracted services till the expiry of the original contracted period at the sole discretion of Gujarat National Law University.
- 1.21 The permission granted to the Contractor shall not create any tenancy or proprietary rights or any other interest in the Gujarat National Law University premises, which shall continue to be in the exclusive ownership, control and possession of Gujarat National Law University; but gives a mere license to use the said premises subject to what is stated herein above.
- 1.22 It is agreed that the Contractor shall not assign or part with and / or transfer their interest under the Agreement signed.
- 1.23 The contractor shall not throw any refuse or garbage or any dirt at any location inside or outside the Institute campus. All kinds of waste generated by the Contractor are to be segregated and disposed of as per directives/ practices provided by the University from time to time. Further, as the GNLU is a green campus the Contractor shall ensure that there is no use of disposables. However, in exceptional circumstances, if it becomes necessary, only environmentally friendly disposables are to be used, but with prior permission of Mess Committee.
- 1.24 The Contractor shall maintain the mess premises, furniture, utensils, crockery and cutlery in clean and hygienic condition to the satisfaction of the Mess Committee. The decision of the Mess Committee in this respect shall be final. Housekeeping/ Sanitary equipment and consumables will be the responsibility of the Contractor.

- 1.25 The Contractor shall allow the University, its employees, students or authorised agents at all times to enter upon and to view the said premises and the condition thereof. The plan for housekeeping of the mess premises should be approved by the Mess Committee. It is expected that there should be at least two appropriately trained employees dedicated for housekeeping work present at all times to take care of cleanliness and hygiene at dining halls and kitchen area and these will not include staff engaged in any other activity including washing of utensils.
- 1.26 All possible measures must be taken up to ensure hygiene in the kitchen and dining halls. These include the provision of ample Liquid soap for hand wash at basins, hand gloves and caps for mess workers and other measures as advised by the Mess Committee.
- 1.27 The Contractor shall keep the said premises in a proper manner and the Institute shall from time to time carry out the necessary repairs and minor maintenance work of civil and electrical nature in consultation with the University authority.
- 1.28 The Contractor shall, at his own cost, maintain adequate stocks (one week running stock of non-perishable items minimum) of food-grain, grocery and other eatables for the satisfactory and efficient running of the mess. The quality of the foodstuffs and eatables shall be as per the standards specified by the University and as mentioned **at point no. 11** and the same will be subject to inspection by the Mess Committee.
- 1.29 Vegetarian and Non-Vegetarian food must be cooked and served separately. Jain Food should be served as per the requirement at a separate counter.
- 1.30 Prepare food in clean, hygienic and safe conditions as per approved menu at canteen and proper serving of the same. Students and visitors from various parts of the country as well as abroad needs to be served food items according to their taste and requirement.
- 1.31 The Contractor may also be consigned to provide other catering services inside the University campus at various meetings, occasions and/ or functions by authorized persons. Such services must be provided with utmost standards of hygiene and quality, and at mutually agreed rates. The rates for such catering services shall be reasonable and must be comparable to the charges applicable for walk-in guests with a small premium for service. The same shall be mutually discussed and agreed upon by the Contractor and the designated University officials.
- 1.32 The Institute expects professionalism in all aspects of mess operations from the Contractor. This includes quality of raw materials and food, professionalism in service and conduct of staff in dealing with students, staff & faculty. Punctuality of mess timings and hygiene should be of the topmost quality. The above will be maintained by the Contractor and will be monitored by the Mess Committee. Fines for violations will be levied according to **Point 5 of Section B**. Further, considering

- the frequency and severity of violations, the University (in consultation with the Mess Committee) may choose to terminate the agreement.
- 1.33 The Contractor shall be responsible for the discipline of his/her employees and the University's Standing Orders shall be binding on the Contractor and all his/her employees.
- 1.34 The Contractor will provide uniforms to his/her employees employed in the dining hall at his own cost and will not be borne by the University. The uniforms should be clean and in presentable condition at all times. Washing/ Laundry charges will be borne by the Contractor. Design of these uniforms will be approved by the authorized officer of the University. No employee will be allowed to enter any part of the dining hall premises if not in uniform.
- 1.35 All items/ingredients required by the Contractor for preparation of food and other approved items are to be purchased by the Contractor. All items/raw materials purchased will have to conform to the quality standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/branded bearing the mark "AGMARK" or "ISI", or "FSSAI" as applicable. All materials required by the Contractor for preparation of food, raw materials purchased will have to conform to the known standards/brands and specifications as laid down by the Gujarat National Law University and suggested by the Mess Committee from time to time.
- 1.36 The University shall have no liability in any case to compensate the Contractor due to natural calamities or for reasons beyond the control of the Gujarat National Law University.
- 1.37 The University shall handover the existing kitchen equipment, infrastructural set-up and utensils to the Contractor in a serviceable condition at the commencement of the agreement. Further, the expenditure on maintenance and repair/replacement of any unserviceable kitchen equipment within the agreement period shall be borne by the Contractor.
- 1.38 Any request from the Contractor to increase the agreed price as per the current contract will be subject to the sole discretion of the Institute based on recommendations of the Mess Committee.
- 1.39 The Contractor shall provide the customers facility for digital payment via BHIM App digital wallets, credit/debit card etc.
- 1.40 Gujarat National Law University reserves the right to extend the Canteen Services at other places as per the requirement.
- 1.41 Occupation of the canteen and surround premises and custody of the Assets and Articles provided by the University.
- 1.42 Procurement of all materials of approved brand/quality for preparing the fresh food items as per approved menu.

- 1.43 Prepare food in clean, hygienic and safe conditions as per approved menu at canteen and proper serving of the same. Students and visitors from various parts of the country as well as abroad needs to be served food items according to their taste and requirement.
- 1.44 Providing all utensils, tools and equipment, appliances including grinders, fridges, freezers, Oven, microwave, gas supply, accessories, stainless steel vessels, utensils, serving plates, spoons, glasses, etc. for storing & serving all items including hot-water bins or any other thing/arrangement for storing food hot at the dining in canteen;
- 1.45 Providing hand wash soap/solution at the wash basins;
- 1.46 Timely cleaning of all the plates, cups, bowls, water glass, spoons, forks, knives, all the vessels used for cooking etc., with non-corrosive soap/detergent powder or solution and hot water and dried and kept ready for serve.
- 1.47 Washing the kitchen, dining area, and furniture with water and noncorrosive soap/detergent powder or solution and mopping the furniture and floor every evening.
- 1.48 Disinfecting the occupied premises used by the contractor at least once in a month.
- 1.49 Collecting the garbage, waste and discarded materials from the premises and disposing off properly on regular basis.
- 1.50 Maintaining all registers and records as may be required for running the Canteen;
- 1.51 Doing all other works, providing all required materials and all other services incidental to the above;
- 1.52 Deployment of all labour and supervision, lead, lift and conveyance, etc. for doing all works and providing all services, as above;
- 1.53 Maintaining the assets and articles provided by the University in top conditions; and
- 1.54 Such other things to be provided or done, as stipulated herein, or though specifically not stated, yet are essential for providing canteen facilities to the satisfaction of the University.
- 1.55 Gujarat National Law University reserves the right to extend the Canteen Services at other places as per the requirement.

2. SUBLETTING & TRANSFER

The Bidder shall not transfer, assign, pledge or sub-contract or sub-let its rights and responsibilities under this licence, 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 Contractor for the purposes of providing canteen facilities as envisaged herein.

Existing Facilities:

- 3.1 Approximately 1800 sq. ft. area (Ground + 2 floor) with standard fitting, fixtures and basic requirement i.e. water, drainage and electricity, gas supply connection, 2 kitchen, 3 dining lounge, 2 service area, 4 stores and 1 cold storage with carrying capacity of 950 persons (including terrace¹⁴) will be provided for operating canteen services and the contractor will have to manage other requirements i.e. equipment (except provided by the University), additional gas supply if required etc.
- 3.2 However if found necessary on account of shortage of water supply, water tankers shall be arranged by the Contractor at own expenses
 - a) The Contractor shall bring in furniture, other articles, appliances, equipment, things, etc. as may be required from time to time for providing the canteen facilities satisfactorily.
 - b) All the articles, appliances, equipment, etc. brought by the contractor into the canteen premises must be registered with the University.

3.3 List of Equipment to Be Provided By the University:

GNLU Mess Assets Data		
No	Equipment	Qty.
1.	Masala Trolley with 18 bowl (6 of 2 kg, 6 of 1 kg and 6 of 500 gm) (24"x47"x34")	1
2.	Idli - Khaman Cooker	1
3.	1 Burner Bulk Cooking Range (30"x30"x18")	1
4.	Chapati Plate Puffer (84"x24"x34")	1
5.	Chapati Plate Puffer (60"x24"x34")	1
6.	Bain Marie (60"x18"+12"x34")	1
7.	M.S. Tava Round (24")	1
8.	Tandoor (36"x36"x39")	1
9.	Blower 2 H.P.	1
10.	1 Burner Bulk Cooking Range (30"x30"x18")	2
11.	3 Burner Pantry Cooking Range (84"x24"x34")	2
12.	Chapati Rolling Table (60"x30"x34")	2
13.	Chapati Recvie Table (30"x30"x34")	2
14.	Pulvirizer (3 H. P.)	2
15.	Sandwich Topping Table without Fridge (72"x27"x34"+6")	2
16.	Dosa Plate (72"x24"x31")	2
17.	Working Table (36"x24"x34")	2
18.	Soiled Dish Landing Table (60"x24"x34"+19")	2
19.	Dustbin Trolley (24"x60"x39")	3
20.	2 Burner Bulk Cooking Range (60"x30"x24")	3
21.	3 Sink Unit (72"x24"x34"+6")	3
22.	4 Shelve Rack (36"X18"X72")	3
23.	Bain Marie (72"x25"+12"x34")	3
24.	Dish Counter with 3 square bowl inside (25"x72"x34")	4
25.	Working Table (72"x24"x34")	4
26.	Rack – 5 self (18"x36"x72")	5
27.	Cutting Counter (24"x48"x34")	6
28.	Cutting Counter (24"x72"x34")	7
29.	Square Bucket for storing 25 kg grocery with stand	10
30.	Rack – 4 self (18"x36"x72")	15
31.	Square Bucket for storing 50 kg grocery with stand	20
32.	Dining Table – Round (48"roundx30" height)	25
33.	Dining Table – Rectangle (60"x30"x30")	110
34.	VIP chair for round dining table with Dunlop seat	125
35.	Sitting bench (57"x12"x18" height)	220
36.	Fridge – 3 door (top open)	1
37.	Fridge – 2 door SS (deep fridge)	1
38.	Aloo Onion storage	2

39.	Fridge – 2 door SS – Scrape	2
40.	Fridge – 2 door – Scrape	1
41.	Glass rack	1
42.	Sandwich maker (double side with the two plates)	2
43.	Toster machine	1
44.	Toster machine – scrap	2
45.	Atta Maker – Big size	1
46.	Atta Maker – Big size – scrap	1
47.	Single burner stove	4
48.	Two burner stove	2
49.	Manu board	1
50.	JBL Speaker	1
51.	Big LCD TV – about 75-85 inch	2
52.	Cooler big size SS	1
53.	Fruit wash rack with sink	1

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 contractor shall be merely the custodian of such Assets and Articles.
- 4.2 The premises provided by the University are allotted to the contractor for the purposes of running Canteen Services 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 Contractor 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 contractor. 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 contractor.
- 4.5 If any equipment, appliances, etc. provided by the University is covered by warrantee or annual maintenance contract. It shall be the responsibility of the contractor 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 contractor.

5. COMMENCEMENT OF CANTEEN SERVICES:

The Canteen Services shall be operated from a scheduled date which will be intimated to the successful Bidder. Failing which the EMD/Security Deposit will be forfeited and the next eligible Tenderer as may be decided by the University will be offered the licence.

6. ENGAGEMENT OF PERSONNEL & MATTERS INCIDENTAL THERETO:

- 6.1 The Contractor shall engage and provide adequate number of well-trained cooks and service personnel on all days including Saturdays, Sundays and holidays. The canteen shall remain open 24 hours on all working days and such other days as may be communicated by the University. Employment of child labour is prohibited. So, none below 18 years of age will be employed by the Contractor. No person with any offensive police record shall be employed or be allowed to work.
- 6.2 The Contractor shall register all his employees, with the University, who will be deployed by him for operating the canteen. For that purpose, prior to the commencement of the operation, the Contractor 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 Contractor along with a photograph of the employee.
- 6.3 The employees of the Contractor should possess good health and be medically fit. They must be free from communicable and frequently recurring diseases which are considered unacceptable for handling food. In such case, the Contractor will make alternative arrangement at his cost. Whatever may be circumstance, it must be ensured that the running of canteen is not hampered.
- 6.4 Personal hygiene of the employees affects the quality of food supplied and hence it is of utmost importance that personal hygiene of the workers employed in canteen is ensured.
- 6.5 The Contractor 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 deployed by the Contractor adhere to the uniform code.

- 6.6 The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall be solely responsible for the redressal of grievances of his workers or resolution of disputes between himself and the employees. The University shall in no way be responsible for settlement of such issues whatsoever.
- 6.12 For all intents and purposes, the Contractor shall be the “Employer” within the meaning of different Labour 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 Contractor are not employees of the University and shall not have any claim whatsoever on the University.
- 6.14 In case of termination of the contract on its expiry or otherwise as provided herein, the personnel engaged by the Contractor 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 Contractor who shall explain these terms to his employees.

7. CLEANLINESS & HYGIENE

High quality of hygiene, sanitation and safety shall be maintained in providing the canteen facilities;

- 7.1 Safe and hygienic food shall be provided at all times. The food shall be prepared, as per approved menu, in clean, hygienic and safe conditions. 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 kitchen, dining area, wash area, etc. i.e. the entire canteen and surrounding premises. In particular,
- a) The kitchen, dining & hand wash area, dish wash area etc. shall be washed with water and cleaning material and mopped every evening at the close of canteen hours, and be disinfected once in a month or as and when required.
 - b) All the plates, cups, bowls, water glass, spoons, forks, knives etc., are to be cleaned with cleaning material and hot water and dried compulsorily at the close of canteen hours.
 - c) The furniture shall be washed with water and cleaning material and mopped, every evening at the close of canteen hours.
 - d) All floors and counter tops are to be scrubbed regularly with cleaning materials.
 - e) 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.
 - f) Appliances, equipment, etc. should be cleaned and maintained properly.
 - g) Electronic fly – kill / insect repellent equipment, as may be required, be installed.
 - h) No trash is to be thrown inside or outside the premises except in properly covered bins. The garbage collected from the kitchen, dining area, dish wash area; etc. will be disposed off every morning at proper place.

- i) Cleanliness and hygiene are two most important criteria; therefore, the contractor shall use only authorised chemicals, vessels and keep the area most clean and aesthetically beautiful as per the requirement of the University. Non-compliance towards maintaining of cleanliness/hygiene shall be subject to imposition of fine/penalty of NOT LESS THAN Rs. 50,000 on incident noticed by the University authority.
- 7.3 The Contractor shall ensure inspection and quality test of all items served in the recognized Food Laboratory once a month at least at his own cost, under the guidance of the University.
- 7.4 Designated Officer/Official of University will have 24-hour access to inspect the kitchen, storage, dining 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 Contractor, free of cost, for the purpose of inspection, testing, trial or analysis with a view to ensure that the food items served by the contractor are wholesome edible food and conform to the general guidelines/standards such food items for human consumption.

8. MENU & RATE(S)

The menu to be supplied and served shall be as follows.

- 8.1 Rate of all items shall be displayed on the Notice board available at the Canteen/ at proper place.
- 8.2 On special occasions, the menu will be identified by the University and the rate(s) for the same shall be as mutually agreed by the University and the Contractor.
- 8.3 The payment for the special meal will be made as per the approved rates after deducting the rates of the corresponding regular meal.
- 8.4 The rates of any other items (apart from the regular menu) that are/is to be served/sold on chargeable basis shall be served/sold after seeking prior approval from the University.

9. QUALITY OF RAW MATERIAL

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

- 9.1 University will monitor the quality of materials used or held in stock for use. Designated Officer/Official may also inspect such materials.
- 9.2 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.

10. STOCK & STORES

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

11. PERMISSIBLE BRANDS OF SPECIFIC CONSUMABLES:

Refer to Annexure- I

12. PREPARATION OF FOOD ITEMS:

- 12.1 Burning of fuels except cooking gas is forbidden. Use of electricity for cooking purposes is discouraged.
- 12.2 All items to be cooked/ prepared shall be prepared in the kitchen. No cooked/prepared item, except some snacks, packaged items, sweets, as may be identified and approved by the University will be brought from outside.
- 12.3 No food cooked/prepared in the canteen may be taken out of the premises without prior permission.
- 12.4 Ordinarily, the food for the consumption of the workers need be cooked separately.

13. TENTATIVE MESS AND CANTEEN TIMINGS

- 13.1 The Canteen timings are as follows:
Breakfast : 08:00 AM to 9:30 AM (Sat/Sun - 9:00 AM to 10:30 AM)
Lunch : 01:00 PM to 2:30 PM
Evening Snacks: 05:00 PM to 6:00 PM
Dinner : 08:00 PM to 9:30 PM
- 13.2 The monthly menu and any other requirements/ provisions will be decided in consultation and agreement with the Mess Committee. The Institute at its sole

discretion reserves the right to regulate, limit or eliminate the sale of extra food items (if any) provided by the Contractor.

- 13.3 The Contractor is not allowed to shut down the canteen or to change their timings without taking a prior permission [in writing] from the authority.

14. SERVICE OF FOOD AT THE DINING & HOSTEL ROOMS

- 14.1 The following arrangements, but not limited to them, must be ensured.

- a) As many serving trays, glasses, spoons, etc., as equals 5% more than the dining strength shall be kept ready at the counters. These articles once used during a service hour shall not be washed for re-use during that service hour.
- b) One supervisor will always be present during working hours. It is desirable that the same supervisor continues at least for one year. In case of any change, the University should be informed.
- c) Supervisor(s) engaged must remain alert and ensure that catering goes on well and without any occasion for grievances.
- d) If Student health is not good and concern Students is not able to come to Canteen, in such case, the Contractor should serve the food/meal at Hostel only.

- 14.2 The contractor shall serve only specified foods.

- 14.3 Only purified water (purified by Aqua guard/Modiguard/Portable water purifier) as installed at the dining has to be served for drinking.

15. MANAGEMENT & SUPERVISION OF THE CANTEEN

Effective and efficient management of the canteen shall be the sole responsibility of the Contractor. In furtherance of that objective, the following arrangement will be in place.

- 15.1 Subject to the stipulations herein contained, the University shall formulate the rules relating to routine functioning, and wherever necessary upon discussion with the Contractor. The rules will come into effect upon approval thereof by the University.
- 15.2 The Contractor has to display the menu prominently in the canteen.
- 15.3 The Contractor shall also display the list of extra items that are to be supplied in the canteen.
- 15.4 The canteen shall not be closed without prior permission of the University.
- 15.5 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.

- 15.6 The Contractor 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.
- 15.7 For the purpose of smooth running the Contractor 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 Contractor may be visited with penalty.

16. MAINTENANCE OF BOOKS & RECORDS

Maintenance of books, ledgers, other records and documents related to running the canteen, the Complaint Book, the Inspection Book, etc. shall be the responsibility of the Contractor. The Complaint Book should be kept in the canteen 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.

ANNEXURE: I

PERMISSIBLE BRANDS OF SPECIFIC CONSUMABLES

The Contractor shall procure and use only the brands listed below for the respective food items. All items must be unexpired, FSSAI-licensed/AGMARK-certified, procured with valid tax invoices, and stored as per the manufacturer's guidelines. The (+F) notation indicates mandatory use of FSSAI-approved fortified products.

Items	Permissible / Representative Brands
Salt (Iodised & Fortified, +F Only)	Tata Salt Plus, Ankur, Amma Salt, Captain Cook, or equivalent FSSAI-approved brand
Wheat Atta (+F Only)	Aashirvaad Chakki Atta, Annapurna, Pillsbury, or equivalent
Maida (Refined Flour)	Uttam, Kitchen King, MTR, Ashirvad, Rajdhani
Besan (Gram Flour)	Gaay Besan, MTR, Ramdev, Rajdhani
Suji / Semolina / Rava	MTR, Rajdhani, Aashirvaad
Poha (Flattened Rice)	MTR, Double Horse, Rajdhani
Basmati Rice (+F Only)	Daawat Rozana, Asbah, India Gate, Kohinoor, Fortune or equivalent
Dal / Pulses	Sources proposed by Vendor, approved by the Mess Committee. Must be unadulterated, fresh, sourced from reputed wholesale suppliers
Cooking Oil – Refined Sunflower (+F Only)	Fortune Sunlite, Saffola Active, Sundrop, Dhara, or equivalent FSSAI-approved fortified brand
Cooking Oil – Refined Soybean / Blended	Fortune, Dhara, Gemini, Ruchi Gold
Mustard Oil	Fortune, Dhara, Engine
Olive Oil	Figaro, Borges, Oleev Active, Del Monte, Bertolli
Ghee	Amul, Govardhan, Mother Dairy, Aashirvaad
Butter	Amul, Britannia, Govardhan, Mother Dairy
Vanaspati / Hydrogenated Fat	Dalda, Rath – use only where vegetable oil cannot substitute
Milk (+F Only)	Amul, Mother Dairy, Nandini, Saras, Purabi, Nestle, Kwality or equivalent FSSAI-approved fortified brand
Paneer	Amul, Mother Dairy, Madhur, Jain Dairy, Govardhan
Curd / Yoghurt	Amul, Mother Dairy, Nestle, Danone, Britannia
Buttermilk / Chaas	Amul, Mother Dairy, Saras, or freshly prepared on-premises
Cheese (Processed / Mozzarella)	Amul, Britannia, Govardhan, La Ferme
Cream	Amul, Nestle, Mother Dairy
Ice-Cream	Amul, Mother Dairy, Havmor, Vadilal
Shrikhand	Amul, Vipul Dudhiya, Saras or equivalent local brand
Lassi / Flavoured Milk (packaged)	Amul, Mother Dairy, Nestle Milo, Saras

Items	Permissible / Representative Brands
Ground Spices (Chilli, Turmeric, Coriander, Cumin, Pepper, Asafoetida)	MDH, Everest, Ramdev, Tata Sampann, Catch – all sealed, branded, within expiry
Other Masala Blends (Garam Masala, Pav-Bhaji, Sambhar, Dabeli, Chaat, Biryani, Meat/Chicken Masala)	MDH, Everest, Tata Sampann, Badshah, Catch, Shan
Whole Spices (Bay Leaf, Clove, Cardamom, Cinnamon, Star Anise, Fenugreek, Fennel, Mustard, Sesame, Kasoori Methi, etc.)	Any FSSAI/AGMARK-approved brand; must be fresh, intact, and pest-free
Dried Kashmiri Chilli / Byadgi Chilli	Any FSSAI-certified supplier approved by Mess Committee
Ketchup / Tomato Sauce	Kissan, Maggi, Heinz, Del Monte
Chilli Sauce / Hot Sauce	Chings, Funfoods, Tabasco, Weikfield
Soya Sauce	Chings, Funfoods, Lee Kum Kee, Weikfield
Vinegar	Chings, Funfoods, Weikfield, Borges
Mayonnaise	Dr. Oetker FunFoods, Heinz, Hellmann's, Veeba
Pickle	Mother's Recipe, Priya, MTR, Kissan, Pachranga
Jam / Marmalade / Spread	Kissan, Maggi, Druk, Mala's
Chutney (Packaged)	Priya, MTR, Mother's Recipe
Bread (White / Brown / Multi-grain / Fruit)	Britannia, Modern, Harvest Gold, Amul
Pav / Bun	Freshly prepared on-premises, or from FSSAI-licensed local bakery approved by Mess Committee
Baking Powder	Weikfield, Funfoods, Cadbury, Dr. Oetker
Baking Soda	Weikfield, Crown
Yeast	Weikfield, Gloripan, Dr. Oetker
Corn Starch / Corn Flour	Weikfield, Brown & Polson, MTR
Tea (Leaf / Bags)	Brooke Bond (Red Label / Taj Mahal), Wagh Bakri, Lipton, Tata Tea
Coffee (Instant / Filter)	Nescafe, Bru, Sunrise
Chocolate Health Drink Powder	Bournvita, Horlicks, Boost, Complian, Milo
Choco / Cocoa Powder	Amul, Cadbury, Hersheys, Funfoods
Fruit Crush / Syrup / Pulp	Mapro, Mala's, Guruji, Dabur, Real
Fruit Juice (Fresh)	Sources proposed by Vendor, approved by the Mess Committee
Cold Drink / Carbonated Beverage	Only pre-packaged sealed bottles/cans; MRP-based sale only; no bulk/loose supply
Coconut Water (Fresh)	Sources proposed by Vendor, approved by the Mess Committee
Corn Flakes / Breakfast Cereal	Kellogg's, Nestle Muesli/Cornflakes, Kwality Corn Flakes
Oats (Rolled / Instant)	Quaker, Saffola, Kellogg's

Items	Permissible / Representative Brands
Muesli / Granola	Kellogg's, Bagrry's, True Elements, Yoga Bar
Namkeen / Farsan	Haldiram's, Balaji, Bikaner, Jabsons
Papad	Lijjat, Haldiram's, Bikaner, Swad
Instant Noodles / Pasta	Maggi, Chings
Pasta & Macaroni (regular)	Chings, Barilla, Borges, Weikfield, Del Monte, Bambino
Noodles (Hakka / Rice)	Chings, Barilla, Del Monte, Borges, Weikfield
Sugar (Refined / Powdered)	Any FSSAI-certified supplier; to be purchased from reputed wholesaler with invoice
Jaggery / Gud	FSSAI-certified, unadulterated; source approved by Mess Committee
Honey	Dabur, Himalaya, Apis Himalaya
Artificial Sweetener (for sugar-free option)	Equal, Stevia, Sugar Free Gold – only for sugar-free beverage station
Khoya / Mawa	Amul, or freshly procured from FSSAI-licensed dairy with invoice
Corn Flakes (for coating / crumbing)	Kellogg's, Kwaliti

- In exceptional cases arising from genuine wholesale/retail market supply disruptions beyond the Contractor's reasonable control, the Contractor may request oral emergency approval from the mess committee for use of an alternate brand for a maximum of 1–2 meals.
- Fresh produce (vegetables, fruits, salad ingredients, herbs) shall be sourced fresh daily from FSSAI-compliant sources. The Contractor shall maintain procurement registers/logs for all perishables.
- All packaged and processed food items shall be stored within their stipulated temperature range and shall not be used beyond the 'Best Before' or 'Use By' date under any circumstances.
- The Mess Committee reserves the right to inspect invoices, brand labels, and storage areas at any time without prior notice.
- Repeated use of non-approved brands, even with prior Mess Committee approval, shall constitute a breach of contract and attract financial penalties as stipulated in the main tender conditions.
- The Contractor may use any other brand only after obtaining prior written approval from the University

ANNEXURE: II
SAMPLE WEEKLY MESS MENU (REPRESENTATIVE)

The following table sets out a representative sample menu across all meal periods. The actual menu shall be determined through a mutually agreed monthly/fortnightly planning process between the Contractor and the GNLU Mess Committee. The committee reserves the right to require modifications to the menu for nutritional balance, variety, quality, and student preferences.

Menu Item / Category		Representative Items / Examples
BREAKFAST (Daily, 7:30 AM – 9:30 AM) All items Unlimited unless noted		
One Hot Indian Breakfast Dish (Rotating Daily)		Monday: Aloo Paratha with Curd & Pickle; Tuesday: Masala Dosa with Sambar & Chutney; Wednesday: Poha with Sev, Coriander & Lemon; Thursday: Uttapam (Plain / Onion / Tomato) with Chutney; Friday: Medu Vada / Idli with Sambar & Coconut Chutney; Saturday: Puri-Bhaji / Mix Veg Paratha; Sunday: Special item – Chole Bhature / Paneer Paratha
Sides for Hot Dish		Curd / Raita, Green Chutney, Tamarind Chutney, Sambar, Tomato-Onion-Lemon pieces, Sev, Pickle
Fresh (MANDATORY DAILY)	Fruit –	Minimum 2 seasonal fruits – whole or sliced, served fresh: Banana, Apple, Papaya, Pineapple, Guava, Watermelon, Mango (seasonal), Orange, Pomegranate, Kiwi, Pear, Grapes, Chikoo or equivalent fresh seasonal fruit. Adequate variety to be maintained; repetition of the same fruit on consecutive days to be avoided where practicable.
Fresh (MANDATORY TWICE A WEEK)	Fruit Juice –	One freshly extracted or blended juice prepared on-premises twice a week from fresh fruits: Orange Juice, Watermelon Juice, Mixed Fruit Juice, Mosambi (Sweet Lime) Juice, Pineapple Juice, Guava Juice, Papaya Smoothie, Mango Lassi (seasonal), Pomegranate Juice. Packaged 100% fruit juice (Real / Tropicana / B Natural) permissible as a supplement but NOT as a substitute for freshly extracted juice.
Bread Accompaniments	with	White Bread / Brown Bread / Multi-grain Bread / Whole Wheat Bun; served with Butter + one of: Mixed Fruit Jam, Orange Marmalade, Peanut Butter, Honey
Eggs		Boiled Egg / Omelette (Plain / Masala / Cheese) / Scrambled Egg / Egg Bhurji / Egg Sandwich – 2 eggs per serving
Fresh Sprouts		Moong Sprouts, Mixed Green Sprouts, Matki Sprouts, Chana Sprouts – served with a dash of lemon, salt, and cumin
Breakfast Cereal		Cornflakes with cold milk; Oats (cooked / plain with milk); Muesli with milk – at least one option daily
Porridge / Daliya		Broken Wheat Porridge (Daliya) – sweet (with milk and jaggery / sugar) or savoury (with vegetables); served warm; at least 3 days per week as a nutritious and easily digestible breakfast option

Hot Beverage Station	Freshly brewed Tea (with and without sugar); Filter Coffee / Instant Coffee; Hot Milk (plain, with Bournvita / Horlicks / Boost).
TEA & SNACKS (Evening, 4:30 PM – 6:00 PM) All items Unlimited unless noted	
One Hot Snack Item (Rotating)	Samosa (Aloo / Onion / Mix Veg); Kachori (Dal / Mawa / Mix); Veg Sandwich (Plain / Grilled / Club); Vada Pav with Chutneys; Bhel Puri; Sev Puri; Pani Puri; Pav Bhaji; Mix Pakoda (Onion / Palak / Paneer / Mix Veg); Cheese Balls / Corn Balls; Dhokla; Dabeli; Spring Rolls; Pasta; Veg Burger; Corn Chaat; Aloo Tikki Chaat
Chinese / Continental Corner (3 days/week)	Veg Hakka Noodles; Veg Fried Rice; Veg Manchurian; Chilli Paneer (Dry); Veg Chowmein; Pasta in Red / White Sauce; Macaroni Bake
Sides / Chutneys	Ketchup, Green Chutney, Tamarind Chutney, Pudina Chutney, Sriracha Sauce; Kala Chana Chat; Onion + Sev; Lemon Wedges
Hot Beverages	Tea (Plain / Masala / Ginger / Lemon / Green), Coffee (Filter / Instant / Cold), Hot Milk, Cold Milk
Cold Beverage / Cooler (Seasonal)	Cold Coffee, Lemon Water / Shikanji, Aam Panna, Jaljeera, Buttermilk / Chaas, Lassi (Sweet / Salt), Fresh Nimbu Soda, Rose Milk, Coconut Water. During summer months (approximately March to June), the following shall be mandatorily served as daily coolers on rotation: Fresh Chhas / Buttermilk (spiced or plain), Fresh Nimbu Pani (Lemon Juice – sweetened or salted), Watermelon Juice (freshly extracted), Bel Sherbet, Kokum Sharbat, Thandai – at least one summer cooler to be available at every Tea & Snacks session during the summer season
Biscuits / Light Snack (fixed days)	Britannia / Parle / McVitie's Digestive / Marie biscuits; served alongside beverages on fixed days
LUNCH (12:30 PM – 2:30 PM) All items Unlimited unless noted	
Salad (Fresh, Daily)	3-Bean Salad; Cucumber-Tomato Salad; Onion-Tomato with Lemon; Chickpeas Salad; Black-Eyed Bean Salad; Sprout Salad; Beet-Carrot Salad; Kachumber; Corn-Capsicum Salad; Greek Salad (Paneer-based); Fruit Salad (weekly)
Soup (at least 2 days/week)	Tomato Soup, Sweet Corn Soup, Dal Soup, Spinach Soup, Mixed Vegetable Soup, Rasam (South Indian days), Minestrone (continental day)
Roti / Bread	Freshly prepared Roti / Chapati (unlimited); Phulka; Puri (twice/week); Paratha (stuffed / plain, once/week); Bhatura (with Chole, once/week); Thepla (once/week)
Rice	Plain Steamed Rice; Jeera Rice; Pulao (Veg / Peas / Mixed); Biryani (Veg, once/week); Khichdi (once/week); South Indian days: Lemon Rice / Curd Rice / Tamarind Rice as substitute
Dal (Rotating Daily)	Dal Fry, Dal Makhani, Dal Tadka (Yellow / Spinach), Dal Dhaba, Rajma Masala, Dal Miloni, Sambar (South Indian days), Kadhi

	Pakoda, Gatta Kadhi, Moong Dal, Methi Dal, Arhar Dal, Chana Dal, Panchmel Dal, Lauki Chana Dal
Indian Vegetable Dish 1 (Dry)	Aloo Jeera, Aloo Gobi, Bhindi Masala, Bhindi Jaipuri, Aloo Beans, Aloo Baingan, Aloo Shimla Mirch, Lauki Sabzi, Tinda, Turai / Gilki, Parwal Masala, Baingan Bharta, Methi Aloo, Palak Corn, Pumpkin Sabzi, Sem Aloo, Mix Veg Dry, Suva Aloo (Dill), Batata Nu Shaak (Gujarati style)
Indian Vegetable Dish 2 (Gravy)	Kofta Curry, Paneer Butter Masala, Palak Paneer, Matar Paneer, Shahi Paneer (once/week), Pindi Chole, Dal Makhani (as gravy), Sev Tamatar, Kadhi, Rajma (alternate to Dal), Malai Kofta, Veg Kolhapuri, Mix Veg Gravy, Navratan Korma, Dum Aloo, Tawa Sabzi, Methi Malai Paneer
Curd Preparation	Plain Curd; Boondi Raita; Vegetable Raita; Pineapple Raita; Mint Raita; Lauki Raita; Mishti Dahi (twice/week); Chaas / Buttermilk (daily alongside curd); Lassi (Sweet / Salt)
Summer Cold Beverages / Coolers (Seasonal – March to June)	During summer months, at least one chilled cooler to be served daily at Lunch alongside the regular beverage: Chhas / Buttermilk (spiced or plain), Nimbu Pani (Lemon Juice – sweet or salted), Watermelon Juice (freshly extracted), Aam Panna, Bel Sherbet, Kokum Sharbat, Jaljeera – served chilled, freshly prepared on-premises; rotating daily to avoid repetition
Crunchies / Sides	Fryums / Papad (Plain, Roasted or Fried); Masala Papad; Mixed Bhel
Pickle & Condiments	Mixed Vegetable Pickle, Mango Pickle, Lemon Pickle, Amla Pickle, Green Chilli Pickle, Fried Green Chilli, Lemon Slices, Sliced Onion with Vinegar
Non-Veg Dish – Lunch (3 days/week)	Chicken Curry, Mutton Curry, Fish Curry, Egg Curry, Butter Chicken, Chicken Do Pyaza, Keema Matar, Non-Veg Biryani.
DINNER (7:30 PM – 9:30 PM) All items Unlimited unless noted	
Salad (Fresh, Daily)	Same rotation as Lunch but with at least one different variety than served at lunch that day
Soup (at least 2 days/week)	As per Lunch soup rotation; different variety from lunch on same day
Roti / Bread	Freshly prepared Roti / Chapati (unlimited); Puri (once/week); Stuffed Paratha (once/week); Missi Roti / Thepla (occasionally)
Rice	Same rotation as Lunch – must differ from Lunch offering on the same day where possible
Dal (Rotating Daily)	Full rotation as per Lunch; Arhar Dal, Chana Dal, Methi Dal, Sambar, and others as per weekly plan, distinct from Lunch serving
Indian Vegetable Dish (1 Dry OR 1 Gravy)	Rotation from the same Lunch-category pool, but the item served at Dinner must differ from both Lunch dishes served the same day. Paneer preparation must appear in Dinner rotation at least twice per week.

Egg Curry / Paneer Preparation (Daily Choice)	Egg Curry (for non-veg opted students), OR one Paneer dish (Paneer Bhurji, Palak Paneer, Paneer Masala, Kadai Paneer, Paneer Do Pyaza) as Dinner's featured preparation
Curd Preparation	Same rotation as Lunch; Chaas / Buttermilk served daily
Summer Cold Beverages / Coolers (Seasonal – March to June)	Same rotation as Lunch summer coolers; at least one chilled summer beverage to be served at Dinner during the summer months (March to June) – Chhas / Buttermilk, Nimbu Pani, Watermelon Juice, Aam Panna, Kokum Sharbat or equivalent; distinct from the cooler served at Lunch on the same day
Pickle & Condiments	Same as Lunch condiments rotation
Dessert (at least 2 days/week)	Gulab Jamun, Moong Dal Halwa, Gajar Halwa (seasonal), Kheer / Payasam, Custard with Fruit, Seviyan Kheer, Rasmalai / Rasgulla, Mohanthal, Shrikhand, Jalebi with Rabdi (once/week), Basundi, Ice Cream, Malpua, Boondi Ladoo
Non-Veg Dish – Dinner (3 days/week)	Chicken Tikka Masala, Butter Chicken, Kadai Chicken, Mutton Rogan Josh, Fish Masala, Non-Veg Biryani (Chicken / Mutton), Chicken Do Pyaza.
SPECIAL / FESTIVAL / THEMED MENUS (as directed by Mess Committee)	
Festival Special Meals	Navratri (Saatvik menu – no onion/garlic), Diwali Special Sweets Spread, Holi Thandai & Gujiya, Eid Special Biryani & Sheer Korma, Christmas Plum Cake & themed meal, Pongal / Makar Sankranti – Til Poli & Undhiyu, Onam Sadya (once a year)
South Indian Themed Day (once/week)	Dosa (Masala / Onion / Rava), Uttapam, Idli, Vada, Sambar, Chutneys, Rasam, Curd Rice, Lemon Rice, Kesari Bath (dessert)
North Indian Themed Day (once/week)	Chole Bhature, Dal Makhani, Shahi Paneer, Pulao, Naan / Kulcha, Raita, Kheer
Gujarati Themed Meal (once/fortnight)	Undhiyu, Puri, Shrikhand, Kadhi, Khichdi, Rotli, Gor-Keri Pickle, Methi Thepla, Papad, Chutney
Continental Day (once/fortnight)	Pasta (Red / White / Pesto), Garlic Bread, Veg Pizza Slice, Soup, Salad, Fresh Juice, Fruit Dessert
Semester Gala Dinner (once per semester)	Once per semester, the Contractor shall host a Gala Dinner for all resident students, featuring an elaborate spread. The menu shall include (representative): 2 Mocktails (e.g., Virgin Mojito, Blue Lagoon, Watermelon Cooler); 2 Vegetarian Starters (e.g., Paneer Tikka, Veg Seekh Kebab, Crispy Corn); 2 Non-Vegetarian Starters (e.g., Chicken Tikka, Fish Fingers, Mutton Seekh); 2 Live Counters for premium interactive dishes (e.g., Live Pav Bhaji, Live Dhokla, Live Pizza, Live Pasta, Live Dosa); 2 Vegetarian Gravies / Sabzi (e.g., Shahi Paneer, Methi Malai Matar); 2 Non-Vegetarian Dishes (e.g., Butter Chicken, Mutton Rogan Josh, Fish Curry); Rice; Dal (e.g., Dal Makhani); Dessert spread including Ice Cream with Brownie, Gulab Jamun, Kheer, and at least one seasonal mithai. The exact Gala Dinner menu shall be finalised in consultation with the Mess Committee at least 15 days prior to the event. The Gala Dinner is included within the contracted mess services and shall

	not attract any additional charge to students beyond the standard mess fees.
Fortnightly Live Counter (once every 15 days)	Once every 15 (fifteen) days, the Contractor shall set up a dedicated Live Counter during Dinner (or Lunch, as directed by the Mess Committee) at which a special dish shall be prepared and served fresh in the presence of students. Representative dishes for the Live Counter include: Live Pav Bhaji, Live Dhokla, Live Dosa / Uttapam, Live Pizza, Live Hakka Noodles / Chowmein, Live Chaat Counter, Live Pasta, Live Tawa Paratha, and other popular street-food or snack items. The schedule of Live Counter dishes shall be decided fortnightly in consultation with the Mess Committee. The Live Counter is included within the standard contracted mess services and shall not attract any additional charge to students. All live cooking stations shall maintain appropriate hygiene and food safety standards as per Annexure C.

Note: (i) All items listed under each category are representative examples only. The Contractor shall prepare a detailed fortnightly/monthly menu in consultation with the Mess Committee (ii) The menu may be varied on festival days, cultural events or on special request by the Mess Committee.

Mess Services During Semester Break / Vacation Period

1. The Contractor shall be required to provide mess and dining services to students who remain in the university hostels during semester break / vacation periods (inter-semester breaks, winter and summer vacations, and other non-teaching periods as declared by the university from time to time).
2. Mess services during semester break shall operate on a pay-per-use basis and shall NOT be included in the standard mess fees charged to students. Students availing meals during the vacation period shall pay the Contractor directly, through a Coupon System or any other mechanism as mutually agreed between the Contractor and the GNLU Mess Committee prior to the commencement of the break period.
3. Where a Coupon System is adopted, the Contractor shall issue pre-printed meal coupons of defined denominations (e.g., Breakfast, Lunch, Dinner, Full Day) which students may purchase in advance from a designated point on campus. The Contractor shall honour coupons at face value and shall not charge any additional premium. Coupon rates shall be approved by the Mess Committee prior to each vacation period and shall be displayed prominently at the mess counter.
4. The Contractor shall inform GNLU of the expected number of students availing vacation mess services at least 5 (five) working days before the commencement of the break period, to enable adequate planning and provisioning. The menu during semester break may be simplified compared to the regular semester menu, but must maintain the standards of hygiene, nutritional quality, and variety as stipulated in

this contract. All food safety and sanitation standards under Annexure C shall remain fully applicable during semester break services.

5. GNLU shall bear no financial liability for meals availed during the vacation period. All commercial arrangements during semester break are strictly between the Contractor and the individual student. GNLU's role during this period is limited to providing the necessary infrastructure (mess premises, utilities) as per the main contract terms.

Nutritional Standards and Dietary Inclusivity

6. The Contractor shall ensure that the weekly menu, taken as a whole, meets the nutritional requirements recommended for young adults (18–25 years) by ICMR (Indian Council of Medical Research) dietary guidelines in force from time to time.
7. The Contractor shall, in consultation with the GNLU Mess Committee and a registered dietitian, review the nutritional profile of the menu at minimum once every four (4) months.
8. The following dietary options shall be available every day without exception: (a) Jain dietary options (no onion, no garlic, no root vegetables) at minimum for Breakfast, Lunch, Snacks and Dinner.
9. Adequate high-protein options (paneer, curd, dal, sprouts, eggs, legumes) shall be present at every meal.
10. Junk food, deep-fried items, and items with excessive sugar or sodium shall not constitute more than 20% of the weekly menu items.

ANNEXURE- III

PROFORMA FOR TECHNICAL BID

The Technical proposals to be submitted by the bidder shall contain the requisite information in the sequential manner with list of all supporting documents in support of their claim as prescribed below:

S. No.	Description	Details
1	Name of the Firm	
2	Contact details along with Email IDs, Phone Numbers	
3	PAN /GOI registration any other document (specify)	
4	GST Registration No. (Please attach copy)	
5	Latest GST Return (Please attach copy)	
6	Name of the Proprietor/Partner/Director	
7	Shops & Establishment Registration Certificate as valid Canteen Services (Y/N)	
8	Authorized Distributors/agencies must submit appropriate authorization certificate and letter from their Owners, for participation in the said tender. (Y/N)	
9	Whether the bidder has average Annual Turnover of Rs. 270 Lakh for Financial Years: 2023-24, 2024-25, 2025-26 as per Bid Document? (Y/N)	
10	The Establishment is registered with the Government(Y/N) Please give details of the registration number, licence Number along with document/ evidence	
11	The agency is complying with the labour legislations, such as ESI, EPF, Gratuity Act etc. (Y/N) (Please specify as applicable)	
12	EPF No: ESI Code: (Y/N) (Please Attach Copies)	
13	Experience of similar work in Departments/Autonomous Institutions/Universities/PSUs of the Govt. of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities (Y/N)	
14	Whether the bidder has minimum 3 ongoing live sites of Operating of Canteen-Mess in in Departments/Autonomous Institutions/Universities/PSUs of the Govt. of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities? (Y/N)	
15	Proposal validity of 60 days accepted (Y/N)	

16	Power of Attorney/Authorization for signing the bid documents. (Y/N) (Please attach copy)	
17	Whether the bidder has agreed to all terms and conditions as mentioned in the bid document? (Y/N). Undertaking shall be submitted on the company letter head by its authorized signatory along with technical bid	
18	Self-declaration that the bidder has not been blacklisted by any state/central government in India.(Y/N)	
19	Satisfactory performance certificates from Three different existing clients (Y/N)	
20	Food safety and standard Act 2006 and also compliance under FSS Act. (Y/N) (Please attach copy)	
21	Details of DD towards Tender fees a) Amount: b) D.D. No. c) Date of issue: d) Name of issuing bank	
22	Details of DD towards EMD a) Amount: b) D.D No: c) Date of issue: d) Name of issuing bank	

Note: Please attach necessary support documents

MONTHLY RENT OFFER :

Minimum rent of Rs. 2,50,000/- (Rupees Two lakhs fifty thousand Only) per month plus actual electricity bill shall be paid by the contractor. Additionally, GST charges as per actual shall also be paid by the Contractor. Proportionate amount of revised rate of food item will be used for revision in the rent every year.

ANNEXURE- IV
FINANCIAL OFFER

Rates to be provided by the contractor

Description	Students & Employees should be provided with the following food (unlimited)		
	Rate quoted per student/employee per day (₹) (A)	Add: GST on (A)	Total Amount per Student/ Employee per day (₹)
Breakfast			
Lunch			
Evening Tea & Snacks			
Dinner			
Total Amount (Including all 4 meals, namely Breakfast, Lunch, Evening Tea & Snacks and Dinner) as per the menu mentioned in Annexure- II			

* This table of Financial Offer is stated for reference purposes only, and please do not disclose any price here at the time of submission of this document.

* Rates/ Financial quote shall be quoted at BOQ only

Note:

- 1) The above rates are fixed for one year and can be revised after completion of one year only with the approval of the University. Proportionate amount of revised rate of food item will be used for revision in the rent every year. The decision of the University shall final for all the purposes. The University may also refuse to revise the rates.
- 2) Wafer, Biscuits, Chocolate, Ice-cream, Mineral Water, Cold drink etc. should be provided at the market rate.
- 3) The contractor will have to ensure that veg and non-veg items are to be cooked in different vessels, shall be kept separately and served in appropriate manner keeping the interest of the vegetarian student or staff in the mind.
- 4) Menu will be decided by the mess committee and quality of the items also tested by the mess committee or by external agency.
- 5) There are approximately 1000 students and 125 employees and other service providers i.e. security, housekeeping staff etc. in the University.
- 6) University observes vacation in the month of May-June and November-December, however, few students or employees may use the canteen services, depending upon requirement on payment basis.
- 7) In case of employees, price will be fixed item-wise and will be paid by employee concerned on actual consumption basis.

Date: _____

Sign of bidder:-_____

Name of the bidder:-_____

Firm's Name:-_____

ANNEXURE – V
DECLARATION

- 1) I, ----- Son /Daughter of Mr. -----
----- Proprietor/Partner/CEO/MD/Director/ Authorized
Signatory of M/s. ----- am competent to
sign this declaration and execute this tender document.
- 2) I have carefully read and understood all the terms and conditions of the tender 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 tender at any stage besides
liabilities towards prosecution under appropriate law.
- 5) Each page of the tender document and papers submitted by my Company is
authenticated, sealed and signed, and I take full responsibility for the entire
documents submitted.

Date: _____

Sign of bidder:-_____

Name of the bidder:-_____

Firm's Name:-_____

Seal:

ANNEXURE – VI
FORMAT FOR INTEGRITY PACT

To,
Gujarat National Law University,
Attalika Avenue
Knowledge Corridor,
Koba – 382426,
Gandhinagar, Gujarat

Sub: “Canteen/Mess Services for Students and Employees of the Gujarat National Law University”

Dear Sir,

I/We acknowledge that GNLU is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by GNLU. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, GNLU shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized signatory)

Place:

Name and seal of Bidder

**To be signed by the bidder and same signatory competent / authorized to sign
the relevant contract on behalf of GNLU
FORMAT FOR INTEGRITY PACT**

This Integrity Agreement is made at on this..... day of 20.....

BETWEEN

Gujarat National Law University (GNLU), Gandhinagar (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)
(Hereinafter referred to as "Tender/Bid") and intends to award, under laid down
organizational procedure, contract
for..... (Name of work) hereinafter
referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any

Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the GNLU all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of

another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the GNLU interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the

Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, GNLU

Article 7- Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)

2.....
(Signature, name and address)

Place:

Dated:

ANNEXURE –VII

**ANNUAL TURNOVER CERTIFICATE ISSUED BY THE STATUTORY
AUDITOR**

Location:

Date:

From (Name & Address of the Statutory Auditor)

To

The Registrar,

Gujarat National Law University

Attalika Avenue, Knowledge Corridor,

Koba, Koba (Sub P. O.),

Gandhinagar - 382426 (Gujarat).

Ref.: `

Sir,

We hereby certify that the average Annual Turnover for Financial Years 2023-24, 2024-25, 2025-26 year of M/s..... (Name of the bidder) is not less than Rs. 270 Lakh.

Note: Please attach necessary support documents

Yours Sincerely,

(Signature of Authorized Signatory)

Name of the Authorized Signatory:

Seal

ANNEXURE -VIII
LETTER OF TRANSMITTAL

Date:

To,
The Registrar,
Gujarat National Law University,
Knowledge Corridor, Koba,
Gandhinagar, Gujarat 382426

Dear Sir,

We, the undersigned, offer to Operating of Canteen/Mess Services for Students and Employees of the Gujarat National Law University in accordance with your Tender No. PC-07/2026 dated 30/07/2026. We are hereby submitting our proposal, which includes a Technical Bid Sealed duly signed, stamped in a sealed envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

The prices quoted by us in the Financial Proposal are valid till 60 days from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date. Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act and all prevailing regulations of the state as amended by the Government from time to time and shall be fully responsible for any violation.

I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/agency/company doesn't have any existing litigation, never blacklisted by any client in India.

We hereby agree and abide to all the terms and condition.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that Gujarat National Law University is not bound to accept the lowest or any proposal or to give any reason for award, of for the rejection of any proposal.

Yours faithfully,

Place:

(Signature / Name of Authority)

(Seal of Firm with Registration number signatory / Stamp of firm)

ANNEXURE -IX
DETAILS OF EXISTING CLIENTS
(Provide details of clients)

S. No .	Name & address of the Institution	Organization (Departments/Autonomous Institutions/Universities/PS Us of the Govt. of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities)	Providing Service since (Year)	Value of work (INR)	Detail of contact
1					
2					
3					

Note: Please attach necessary support documents