



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

Tender Notice No: PC-09/2021

Date: 19/06/2021

**Tender For
24 X 7 Operating of Cafeteria
at
Gujarat National Law University
(3rd attempt)**

TABLE OF CONTENTS

Sl. No.	Content	Page
1.	Notice Inviting Tender	03
2.	Introduction	04
3.	Information to Bidders	04
4.	General Conditions of contract	22
5.	Annexure-I: Proforma for Technical Bid	27
6.	Annexure-II: Proforma for Financial Bid	31
7.	Annexure-III: Declaration	32
8.	Annexure-IV: Format for Integrity Pact	33
9.	Annexure-V: Annual turnover certificate issued by the statutory auditor	39
10.	Annexure-VI: Letter of Transmittal	40
11.	Annexure –VII: details of existing clients	42

NOTICE INVITING TENDER

Tender for 24 X 7 Operating of Cafeteria for Gujarat National Law University.

Tender document can be downloaded from <https://www.nprocure.com/> by any interested eligible vendor. Technical and Financial bids are invited from the eligible firms/ companies working in the field of Operating of Cafeteria.

DETAILS OF THE TENDER & KEY CALENDAR EVENTS

1	Tender Notice No.	PC-09/2021
2	Tender Inviting Authority	Registrar, Gujarat National Law University
3	Name of the Project	Providing 24 X 7 Operating of Cafeteria for Gujarat National Law University.
4	Method of Selection	Quality and Cost Based Selection (QCBS)
5	Start of Issuance of Tender	Start of Issuance of Tender 19/06/2021 on https://www.nprocure.com/
6	Pre-bid meeting	No pre bid meeting. Bidders have to send their queries to registrar@gnlu.ac.in
7	Last Date of Receipt of pre-bid queries on email	28/06/2021
8	Last Date for online Submission of Technical and Financial bid	09/07/2021 up to 5:00 pm on https://www.nprocure.com/
9	Last Date and Time for Submission of Tender fee, EMD and Physical copy of Technical bid document	12/07/2021 up to 5:00 pm
10	Opening of Primary Stage at GNLU, Gandhinagar	13/07/2021 at 11:00 am
11	Opening of Technical bid at GNLU, Gandhinagar	13/07/2021 at 2:00 pm
12	Date and time for opening of financial bid	Will be intimated to eligible bidders
13	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
14	Tender fees	INR 2,500/- (Non Refundable)
15	Earnest Money Deposit	INR 10,000/-

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

1. INTRODUCTION

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 24 X 7 Operating of at Gujarat National Law University". Tender Documents can be downloaded from website www.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://www.nprocure.com> latest by 09/07/2021. 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, and Gandhinagar through Registered Post/Speed Post/Courier/Physical submission on or before latest by 12/07/2021, 17:00 hrs.

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 above mentioned website.

2. INFORMATION TO BIDDERS

2.1 Submission of bids:

The bidder shall submit the Pre-qualification/Technical Bid in a separate sealed cover 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. Financial Bid is not to be submitted in the physical form and it has only to be submitted online through web portal.

2.2 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 2.7

2.3 General Terms and Conditions

- (1) Each bidder shall submit only one quotation.
- (2) The bidder should submit the tender fee amount (non-refundable) of Rs. 2500/- (Rupees Two Thousand Five Hundred Only) & Bid Operating of Cafeteria (Earnest Money Deposit) for an amount of Rs. 10,000/- (Rupees Ten Thousand 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.

2.4 Qualification criteria:

- (1) The Bidder should have at least one years of satisfactory experience (at least two similar organizations) of providing catering/cafeteria service in corporate office, industrial unit, government sector or educational institute. Copy of the proof should be attached.
- (2) The annual turnover of the firm/agency for the financial year 2019-20 should be at least Rs. 15 Lakh.
- (3) Experience certificate is required to be obtained from the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or any other State Government or Public Sector Banks or Local Bodies.
- (4) Bidder must provide all the details as mentioned in the Proforma for Technical Bid along with necessary documents wherever required.

2.5 Bid Preparation and submission

- (1) The proposals shall be submitted in English only.
- (2) The Proposal to be submitted shall have to be signed by the authorized signatories.
- (3) Bidders shall submit only one proposal and would stand disqualified if it takes part in more than one proposal.
- (4) Bidders should familiarize themselves with local conditions and take into account these conditions while preparing their Proposal.
- (5) Bidders shall bear all costs associated with the preparation and submission of their proposal including cost of site visits, if necessary.
- (6) All bids must be submitted online on <https://gnlu.nprocure.com> website.
- (7) The tender is a "Two Bid" document. The technical bid should be submitted online on <https://gnlu.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.
- (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 12/07/2021 up to 5:00 pm. No tender shall be accepted after the last date and time fixed for the purpose.
- (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.
- (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.

- (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.
- (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.
- (13) The bids received after the prescribed deadline shall not be accepted.
- (14) The financial bid is required to be submitted online on <https://gnlu.nprocure.com> website only. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- (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 20/05/2021. Pre-bid query can be sent in the following format.

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

- (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.

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.

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.

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. In case the University wishes to extend the validity period of the proposal, so shall be done through mutual consultation.

2.6 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.

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:

- Made misleading or false representations.
- Not submitted the required amount of EMD (Earnest Money Deposit) and Tender fees.
- Submitted proposal document which is non-responsive or not accompanied by required documentation as specified in this bid document.
- Submitted more than one proposal.
- Failed to submit a proposal in accordance with the terms and conditions of this bid document.
- 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.

Code 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.

2.7 Evaluation of Bids

i. 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.

ii. 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.

iii. 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%.

a. 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	Annual Turnover for the financial years 2019-20 ▪ Annual Turnover > Rs. 19 Lakh 15 marks ▪ Annual Turnover > Rs. 17 Lakh - 19 Lakh 10 marks ▪ Annual Turnover > Rs. 15 Lakh – 17 Lakh 05 marks	15
3	Satisfactory performance certificates from Two different existing clients ▪ 2 certificates 15 marks ▪ 1 certificates 7.5 marks ▪ 0 certificate 0 marks	15
4	Presentation: Understanding of tendered work & showing the methodology of work plan	20
	Total	50

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

b. Financial Evaluation:

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

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

$$FS = 30 * F/FI$$

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

FI = The price of highest-priced Financial Proposal

F = The quoted price of Financial Proposal under consideration

c. Consolidated QCBS Evaluation

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

$$CS = TS + FS$$

2.8 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.

2.9 SCOPE OF THE LICENCE FOR WORK & SERVICES

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

- 2.9.1 Occupation of the cafeteria and surround premises and custody of the Assets and Articles provided by the University.
- 2.9.2 Procurement of all materials of approved brand/quality for preparing the fresh food items as per approved menu.
- 2.9.3 Prepare food in clean, hygienic and safe conditions as per approved menu at cafeteria 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.
- 2.9.4 Non-veg items shall be served separately.
- 2.9.5 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 cafeteria;
- 2.9.6 Providing hand wash soap/solution at the wash basins;
- 2.9.7 Timely cleaning of all the plates, cups, katories, 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.
- 2.9.8 Washing the kitchen, dining area, and furniture with water and noncorrosive soap/detergent powder or solution and mopping the furniture and floor every evening.
- 2.9.9 Disinfecting the occupied premises used by the contractor at least once in a month.
- 2.9.10 Collecting the garbage, waste and discarded materials from the premises and disposing off properly on regular basis.
- 2.9.11 Maintaining all registers and records as may be required for running cafeteria;

- 2.9.12 Doing all other works, providing all required materials and all other services incidental to the above;
- 2.9.13 Deployment of all labour and supervision, lead, lift and conveyance, etc, for doing all works and providing all services, as above;
- 2.9.14 Maintaining the assets and articles provided by the University in top conditions; and
- 2.9.15 Such other things to be provided or done, as stipulated herein, or though specifically not stated, yet are essential for providing mess(catering) facilities to the satisfaction of the University.

3.0 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.

4.0 ASSETS & ARTICLES TO BE PROVIDED BY THE UNIVERSITY

The University will provide the following facilities to the Contractor for the purposes of providing cafeteria facilities as envisaged herein.

Existing Facilities:

4.1 210 sq. ft. area with standard fitting and fixtures.

4.2 Water Connection

4.3 Electricity supply

4.4 The Contractor will also be provided with water supply. However if found necessary on account of shortage of water supply, water tankers shall be arranged by the Contractor at own expenses

The Contractor shall bring in furniture, other articles, appliances, equipment, things, etc as may be required from time to time for providing the cafeteria facilities satisfactorily.

All the articles, appliances, equipment, etc brought by the contractor into the cafeteria premises must be registered with the University.

5.0 USE AND UPKEEP OF ASSETS & ARTICLES OF UNIVERSITY.

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.

The premises provided by the University are allotted to the contractor for the purposes of running cafeteria 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.

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.

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.

If any equipment, appliances, etc. provided by the University is covered by warranty 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.

6.0 COMMENCEMENT OF CAFETERIA:

The cafeteria 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.

7.0 ENGAGEMENT OF PERSONNEL & MATTERS INCIDENTAL THERETO:

The contractor shall engage and provide adequate number of well-trained cooks and service personnel on all days including Saturdays, Sundays and holidays. The cafeteria 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 14 years of age will be employed by the contractor. No person with any offensive police record shall be employed or be allowed to work.

The contractor shall register all his employees, with the University, who will be deployed by him for running the cafeteria. 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.

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 cafeteria is not hampered.

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 cafeteria is ensured.

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 of contractor adhere to the uniform code.

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.

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.

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.

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.

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.

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

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.

The workers engaged by the contractor are not employees of the University and shall not have any claim whatsoever on the University.

In case of termination of this license/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.

In essence, University shall have no responsibility/ liability whatsoever towards the employees engaged by the contractor who shall explain these terms to his employees.

8.0 CLEANLINESS & HYGIENE

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

8.1 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.

8.2 High quality of hygiene, sanitation and safety shall be maintained at kitchen, dining area, wash area, etc,

i.e. the entire cafeteria and surrounding premises. In particular,

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 cafeteria hours, and be disinfected once in a month or as and when required

All the plates, cups, katories, water glass, spoons, forks, knives etc., are to be cleaned with cleaning material and hot water and dried compulsorily at the close of cafeteria hours.

The furniture shall be washed with water and cleaning material and mopped, every evening at the close of cafeteria hours.

All floors and counter tops are to be scrubbed regularly with cleaning materials.

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.

Appliances, equipment, etc should be cleaned and maintained properly.

Electronic fly – kill / insect repellent equipment, as may be required, be installed.

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.

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.

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.

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.

9.0 MENU & RATE(S)

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

9.1 Rate of all items shall be displayed on the University website and at proper place.

9.2 On special occasions, the menu will be identified by the University.

9.3 The rate(s) for the same shall be as mutually agreed by the University and the contractor.

9.4 The payment for the special meal will be made as per the approved rates after deducting the rates of the corresponding regular meal.

10.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.

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

10.2 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.

11. 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.

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 cafeteria 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 CAFETERIA TIMINGS

13.1 The cafeteria timings shall be from 24 hours on all working days and holidays. The University may decide different timings for cafeteria and that shall be communicated to the contractor.

13.2 The contractor is not allowed to shut down the cafeteria or to change their timings without taking a prior permission [in writing] of the authority.

14. SERVICE OF FOOD AT THE DINING & HOSTEL ROOMS

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

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.

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.

Supervisor(s) engaged must remain alert and ensure that catering goes on well and without any occasion for grievances.

The contractor shall serve only specified foods.

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 CAFETERIA

Effective and efficient management of the cafeteria 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 cafeteria.

15.3 The contractor shall also display the list of extra items that are to be supplied in the cafeteria

15.4 The cafeteria 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 cafeteria, the Complaint Book, the Inspection Book, etc shall be the responsibility of the Contractor. The Complaint Book should be kept in the cafeteria 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.

17. 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.

18. 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,

in any uncalled for activity, whether inside or outside the premises of university, which may bring disrepute to University;

in any activity in University's premises, whether or not commercial in nature, falling outside the scope of stipulations herein set out;

in particular, storing/supplying/selling/distributing drugs, alcoholic drinks, cigarettes or any other items of intoxication in University premises including hostel/mess/cafeteria ; and

in smoking and consumption of alcohol/drugs in the premises.

19. RENT

The contractor shall pay the rent as agreed in the tender opening or revised from time to time during the contract period.

DAMAGE TO UNIVERSITY PROPERTY

In the event of loss/theft/damage of/to the Assets and Articles of the University caused due to anything done by the 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.

20. INSPECTION

Further to the stipulations herein contained, the University reserves the right to periodically inspect any or all aspects of the operation of the Cafeteria 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.

21. STATUTORY LIABILITIES & COMPLIANCE THEREOF

21.1 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, cafeteria 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.

21.2 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.

21.3 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.

21.4 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

21.5 Instructions/directions of any such authority in time and without fail.

21.6 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.

21.7 The Statutory/Regulatory Authorities may visit the cafeteria 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.

21.8 Furthermore, the Contractor shall at all times indemnify and keep indemnified the University or its Officers and members of the Cafeteria 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.

21.9 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.

22. RESOLUTION OF DISPUTES AND JURISDICTION OF COURTS

22.1 The Contractor and university shall make every effort to resolve any dispute or disagreement amicably by direct informal discussions/negotiations. In case of any unresolved issues / disagreements / disputes, the matter shall be referred to an Arbitrator, to be appointed under mutual consent, whose award shall be binding on both parties.

22.2 Even after the efforts as in 23.1 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.

22.3 In case, even after arbitration, the Contractor has compelling reasons to go to the court, the matter shall be subject to the jurisdictions of District Court, Gandhinagar, Gujarat or the High Court of Gujarat. The resultant rights and obligations under this licence/contract will be adjudged in accordance with the Indian laws.

23. 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.

23.1. The Registrar may terminate this Licence/contract by giving one month's notice to the Contractor, if he is of the opinion that—

continuation of the licence/contract would be detrimental to the interests of the University, or

the Contractor has undertaken or has indulged and allow indulgence in acts or activities particularly prohibited herein, or

Performance of the Contractor does not meet the stipulated standard or is deficient, or

the Contractor has assigned/ sublet/ transferred his rights and responsibilities set out herein to a third party either in whole or part, or

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

the security deposit of the Contractor has been forfeited in full;

The 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.

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.

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.

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

24.1 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.

24.2 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 University to have recourse to remedies available to it, the contractor shall pay Rs 5,000.00 per day of delay of unauthorized occupation.

24.3 Any articles not returned, twice the full cost of replacement thereof shall be paid by the Contractor.

24.4 The contractor shall remove his/her articles from the University cafeteria 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.

25. 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.

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

3. GENERAL CONDITIONS OF CONTRACT

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

(b) In addition due weightage will be given to below mentioned criteria

- Bidder should have one year satisfactory experience (at least two similar organizations) of providing catering/cafeteria service in corporate office, industrial unit, government sector or educational institute. Copy of the proof should be attached.
- Bidder's annual turnover should be at least Rs. 15, 00,000/- (Rupees Fifteen Lakh Only) for 2019-20 financial year. Copy of the proof along with IT Returns, tax clearance certificate should be attached.
- Bidder should not have defaulted on any bank/financial institute loans in the past. There should not be any statutory dues and undisputed liability.
- Bidder must have at least enough supervisory staff, in addition to the requisite number of staff required for efficient management of cafeteria at the University.

3.1 Last Date of Submission of Sealed Bids: 12/07/2021.

3.1.1 Contract Period: The successful bidder will be required to provide the services for the period of one years and can be extended for the further period of another year 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; however, rates cannot be increased more than 10 % for any item compared to previous year.

3.1.2 Tender Fee: An amount of **Rs. 2,500.00** (Rupees Two Thousand 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 super scribing Tender fee.**

3.1.3 Earnest Money Deposit (EMD): An amount of **Rs. 10,000.00** (Rupees Ten Thousand Only) in the form of Demand Draft drawn in favour of "Gujarat National Law University", payable at Ahmedabad as **E.M.D. should be enclosed separately in an envelope and stapled with the Technical Bid document super scribing EMD. 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.

3.1.4 Security Deposit & Performance Guarantee: An amount of **Rs. 1,00,000.00** (Rupees One 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.

- i. 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”.
- ii. In case of failure to deposit the above amount of performance guarantee within stipulated time, the EMD deposited shall be forfeited by GNLU.
- iii. After successful completion of the work, the performance security may be returned to the concerned bidder, upon written request.
- iv. No interest will be paid by the University on the performance security.
- v. 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.
- vi. 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.

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

3.1.6 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.

3.1.7 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.

3.1.8 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.

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

3.1.10 Conditional Offer will not be accepted.

3.1.11 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.

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

3.1.13 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.

3.1.14 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

3.1.15 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.

3.1.16 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.

3.1.17 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).

3.1.18 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.

3.2 IMPORTANT:

3.2.1 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.

3.2.2 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.

3.2.3 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.

3.2.4 In case of any dispute, the decision of the Director of this University shall be final and binding on the bidders.

3.2.5 For any query pertaining to this bid document, correspondence be addressed to: The Registrar, GNLU.

3.2.6 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.

1.1 Validity, Extension and Termination of Agreement:

- (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 extendable further for a period of one year at the discretion of the Gujarat National Law University after expiry of the contract.
- (2) The successful Bidder has to convey acceptance of Letter of Intent (LOI) within 07 working days of receipt of Letter of Intent (LOI).
- (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.

- (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.
- (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.

1.2 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).

1.3 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.

1.4 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.

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 Operating of Cafeteria (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 annual turnover for the financial year 2019-20 of at least 15 Lakh 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 2 ongoing live sites of Operating of Cafeteria 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	Details of DD towards Tender fees a) Amount: b) D.D. No. c) Date of issue: d) Name of issuing bank	
21	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

Approximately 210 sq. ft. area with additional space of approximately 1000 sq. ft. for dinning/sitting area shall be provided for operating cafeteria. Basic requirement i.e. water and electricity supply shall be provided at actual payment basis. The firm will have to manage other requirements such as equipments, gas supply etc. for smooth operation of cafeteria. The firm will be required to provide seating facility for 50 persons and more as per footfalls.

Minimum rent of Rs. 15000 (Rupees Fifteen 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.

Rate of items to be provided in the cafeteria

Sr. No.	Items	Unit of Measures (approx.)	Quoted Price
1.	Tea	Per cup (125 ml.)	
2.	Coffee	Per cup (125 ml.)	
3.	Milk (hot/cold)	Per cup (200 ml.)	
4.	Samosa	Per piece (100 gm.)	
5.	Kachori	Per piece (100 gm.)	

6.	Burger	Per piece (150 gm.)	
7.	Veg/Alu Mutter Sandwich	4 pcs per plate (175 gm.)	
8.	Bread Butter	1 pc	
9.	Bread Jam	1 pc	
10.	Veg Grill Sandwich	4 pcs per plate (175 gm.)	
11.	Cheese Sandwich	4 pcs per plate (175 gm.)	
12.	Cheese Grill Sandwich	4 pcs per plate (175 gm.)	
13.	Dabeli	1 pcs per plate	
14.	Vada Pav	1 pcs per plate	
15.	Puff	1 pcs per plate	
16.	Alu Paratha	1 pcs per plate	
17.	Cheese/Paneer Paratha	1 pcs per plate	
18.	Onion Paratha	1 pcs per plate	
19.	Masala Dosa	Per piece (375 gm.)	
20.	Plain Dosa	Per piece (250 gm.)	
21.	Onion Utthapam	Per piece (375 gm.)	
22.	Mix Utthapam	Per Piece (375 gm.)	
23.	Idli Sambhar	Two Pcs per plate (300 ml.)	
24.	Maggi (Masala)	Per plate (150 gm.)	
25.	Maggi (Egg)	Per plate (150 gm.)	
26.	Omlet	Per plate (150 gm.)	
27.	Egg Bhurji	Per plate (150 gm.)	
28.	Veg Chopsy	Per plate (250 gm.)	
29.	American Chopsy	Per plate (250 gm.)	
30.	Chinese Bhel	Per plate (250 gm.)	
31.	Veg Pulav	Per plate (250 gm.)	
32.	Veg Fried Rice	Per plate (250 gm.)	
33.	Egg Fried Rice	Per plate (250 gm.)	
34.	Manchurian F. Rice	Per plate (250 gm.)	
35.	Veg. Noodles	Per plate (250 gm.)	
36.	Egg. Noodles	Per plate (250 gm.)	

37.	Veg. Manchurian Noodles	Per plate (250 gm.)	
38.	Veg Frenkie	Per plate (250 gm.)	
39.	Cheese/Paneer Frenkie	Per plate (250 gm.)	
40.	Egg Frenkie	Per plate (250 gm.)	
41.	Veg. Pizza	1 pc per plate	
42.	Double Cheese Pizza	1 Pc per plate	
43.	Hot Dog	1 pc per plate (200 gm.)	
			Total

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; however, rates cannot be increased more than 10 % for any item compared to previous year.
- 2) Wafer, Biscuits, Chocolate, Ice-cream, Mineral Water, Cold drink etc. should be provided at the market rate.
- 3) Additional list of items with quantity and rates should be provided.
- 4) The Agency will have to ensure that veg and non-veg items are kept separately and served in appropriate manner keeping the interest of the vegetarian student or staff in the mind.
- 5) The above rates of various items will not be considered for evaluating the bid.

The rent will be charged for 12 months out of which for 8 months full rent shall be charged. In both cases electrical charges shall be borne by the contractor/agency, on actual basis.

FINANCAIL BID

For Operation of Cafeteria at GNLU

Sr. No.	Rent Per month (in Rs., without GST)	
1	In Figure	In Words

Note: GST charges as per actual shall also be paid by the Contractor

**AUTHORIZED SIGNATORY
With Office Seal**

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.

Authorized Signatory

(Seal of the Company)

FORMAT FOR INTEGRITY PACT

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

Sub: “Operating of Cafeteria at 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 intensions.

(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:

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 annual turnover for the financial year 2019-20 of M/s..... (Name of the bidder) is not Less than Rs. 15 Lakh (Rupees fifteen Lakh) of financial years.

Note: Please attach necessary support documents

Yours Sincerely,

(Signature of Authorized Signatory)

Name of the Authorized Signatory:

Seal

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 Cafeteria in accordance with your Tender No. PC-.../2021 dated .../.../2021. 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)

DETAILS OF EXISTING CLIENTS
(Provide details of top 2 clients)

S. No.	Name & address of the Institution	Organization (Departments/Autonomous Institutions/Universities/PSUs 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