



GUJARAT NATIONAL LAW UNIVERSITY

Attalika Avenue, Knowledge corridor, Koba, Gandhinagar – 382426, Gujarat, India

Visit us: [http:// www.gnlu.ac.in](http://www.gnlu.ac.in), Email: procurement@gnlu.ac.in

Tender Notice No: PC-08/2018 Dated: 01st June 2018

Tender for Canteen Services for students and employees of the University

Sealed bids are invited, from contractors with proven track record, for providing canteen services for students and employees of the University. Interested bidders may visit our website <http://www.gnlu.ac.in/tender.htm> for tender specifications, terms & conditions. Last date for submission of tender is Monday, 11th June 2018.



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Tender Notice No: PC-08/2018 Dated: 1st June 2018

For Canteen Services for students and employees of the University

Sealed bids are invited, from contractors with proven track record, for providing canteen services for students and employees of the University in the University campus with the following terms and conditions;

- 1) Interested bidders may submit their sealed bids under Two-cover system as per **Technical Specifications and Price Bid** given at **Annexure I** and **General Terms & Conditions** given at **Annexure II** along with the list of items/equipment to be provided by the University.
- 2) Bidders are required to submit their **Details** in the format given at **Annexure III** along with their technical bids. They are also required to submit a signed **Declaration** in the format given at **Annexure IV** after carefully reading the special terms & condition.
- 3) A **Checklist** and **Compliance statement** against each item of Annexure I & III thereon severally & individually shall also be submitted.
- 4) The tender be sent in a sealed packet, containing two separate sealed envelopes (one for Technical Bid and one for Price Bid) along with prescribed tender fee and Earnest Money Deposit (EMD), duly super scribed with **Tender Notice No: PC-08/2018, Dated: 1st June 2018, to the Registrar, Gujarat National Law University (GNLU), Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar 382 426 on or before Monday, 11th June 2018.**
- 5) For any query pertaining to this bid document, communication be addressed to the Registrar, GNLU.
- 6) The technical bid Stage-I and Stage-II (Presentation by Shortlisted Bidders) will be evaluated first and price bids will be opened only in respect of those Bidders, who are found technically qualified after evaluation of Technical bids.
- 7) **The estimated cost of work is approx. Rs. 270 Lakh Per year.**

TECHNICAL SPECIFICATIONS & PRICE BID**Item No. 1: Monthly Rent offer**

Minimum rent of Rs. 2,50,000/- (Rupees two lakhs fifty thousand only) per month (except vacation period) plus actual electricity bill will be required to be paid by the contractor.

Item No. 2: Rates to be provided by the contractor

Students should be provided following food (unlimited)

- 1) Morning breakfast
- 2) Lunch (two vegetables, chapatti, dal, rice, buttermilk/curd, salad, pickle)
- 3) Afternoon snacks
- 4) Dinner (one vegetables, chapatti, buttermilk/curd, salad, pickle)
- 5) Apart from the main course the breakfast includes veg sandwich, tea, coffee, milk, biscuits, bread butter, egg amlet, daliya, cornflakes and chocolate powder on daily basis.
- 6) sweet and farshan twice in a week
- 7) non-veg item (except red meat) and ice-cream once in a week
- 8) Egg Curry once in a week

	Remarks	Rate (Inclusive of GST)
For Students	per month for below listed items (unlimited food)	
	Breakfast	
	Snacks	
	Lunch	
	Dinner	
For employees	Tea	
	Coffee	
	Bread Butter	
	Veg Sandwich plus Grilled	
	Cheese Sandwich plus Grilled	
	Breakfast	
	Snacks	
	Lunch	
	Dinner	

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 20 % for any item compared to previous year. Proportionate amount of revised rate of food item will be used for revision in the rent every 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 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.
- 5) Menu will be decided by the mess committee and quality of the items also tested by the mess committee or by external agency.
- 6) There are approximately 900 students and 125 employees and other service providers i.e. security, housekeeping staff etc. in the University.

- 7) University observes vacation in the month of May-June and November-December, however, few students or employees will use the canteen services, depending upon requirement on payment basis.

ANNEXURE – II: GENERAL TERMS AND CONDITIONS

(1) Eligibility Criteria

- (a) The applicant should be in catering business (excluding beverage and snacks services) for a minimum period of five years as on 31.03.2018.
 - (b) Experience of having successfully run the catering services during the last three years in ending 31.03.2018 as per following:
 - One similar completed work having not less than 1000 persons on its dining strength worth Rs. 270 Lakhs **OR**
 - 3 similar completed works each having not less than 400 persons on its dining strength. **OR**
 - 2 similar completed works each having not less than 500 persons on its dining strength. **OR****Similar nature of work means the running of the Canteens/messes of educational institutions / organizations.**
 - (c) Average Financial Turn-Over (Gross): The bidder's average annual financial turnover (gross) in catering services during the last three financial years, duly audited by CA should not be less than 270 Lakh. Year in which no turnover is shown would also be considered for working out the average.
 - (d) 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.
 - (e) Bidder should not have defaulted on any bank/financial institute loans in the past. There should not be any statutory dues and undisputed liability.
 - (f) 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.
 - (g) Performance Certification: The bidders' performance, as per format at Annexure-VI 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.
 - (h) Tenders received without proper documents, including demand draft, shall be summarily rejected.
 - (i) 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) **Last Date of Submission of Sealed Bids Monday, 11th June 2018.**
- (3) **Contract Period:** The successful bidder will be required to provide the services for the period of three years and can be extended for the further period of three years subject to satisfactory performance and approval of the University. The quoted rates should be 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 20 % for any item compare to previous year.
- (4) **Tender Fee:** An amount of **Rs. 5000.00** (Rupees five thousand only) as tender fee (nonrefundable) 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 will not be accepted. This should be enclosed separately in an envelope and stapled with the Technical Bid document superscribing Tender fee.**

- (5) **Earnest Money Deposit (EMD):** An amount of **Rs. 5,00,000.00** (Rupees five 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 bidder, after 15 days from the completion of the tender process. The EMD of successful agency awarded with the contract to be treated as part of security deposit towards Performance Guarantee.
- (6) **Security Deposit & Performance Guarantee:** An amount of **Rs. 5, 00,000.00** (Rupees Five lakh only) as Security Deposit is to be paid by the successful bidder towards **Performance Guarantee.** The Earnest Money Deposit of the successful bidder shall be converted into Performance Guarantee. The Security Deposit shall be forfeited if the selected agency after award of contract, fails to execute the same. No interest is payable on Security Deposit.
- (7) **Price:** The price shall be **quoted in Indian Rupees only**, on free delivery at site basis. This shall be including of all taxes.
- (8) **Bid:** Technical Bid and Price Bid should be submitted in two separate sealed envelope quoting tender 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 Bidders, to quote with valid authorization certificate, capability to sale and service of the products.
- (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 contractor, 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.
- (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.
- (11) **Compliance List:** The proposal be properly indexed and a compliance list against the technical specifications should be provided.
- (12) **Conditional Offer** will not be accepted.
- (13) 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 agency.
- (14) **Past Performance of the agency will be judged at the time of Technical Evaluation.**

- (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.
- (16) **Bidders should** also enclose the following documents;
- a) Certificate of Registration/Trade License, necessary certification, license.
 - b) Attested copy of PAN card, GST registration papers
 - c) Audited statement of accounts and IT returns for the last three years
 - d) Name and address of past satisfactory supplies or minimum three clients to whom such items/services have been supplied should be mentioned in the technical bid.
 - e) Copy of product literature, for which the prices have been quoted.
 - f) A write up on service and maintenance capability.
 - g) PF and ESIC registration number of the agency.
 - h) Stamped and Signed copy of the tender document, agreeing to the terms & conditions and declaration.
- (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.
- (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.
- (19) **Opening of Price Bids:** The Price Bid(s) of only those bidder(s) who are found technically qualified will be opened.
- (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.
- (21) **IMPORTANT:**
- a) University may accept or reject any or all the bids in part or in full without assigning any reason and does not bind to accept the lowest bid. The University at its discretion may change the quantity/upgrade the criteria/drop any item or part thereof at any time before placing the Order.
 - b) 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.
 - c) 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.
 - d) In case of any dispute, the decision of the Director of this University shall be final and binding on the bidders.
 - e) For any query pertaining to this bid document, correspondence be addressed to: The Registrar, Gujarat National Law University (GNLU), Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar 382426, Gujarat, India.
 - f) 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 & Fifth Saturday, every Sunday & Public Holidays.

ANNEXURE – III: TECHNICAL BID DOCUMENT FORMAT TO BE FILLED FOR SUBMITTING TENDER

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

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

Dated signature & seal of the Authorized person of agency/contractor

NOTE: The Technical Bid is to be submitted in a separate sealed envelope superscribing “TECHNICAL BID”, Notice inviting **Tender Notice No: PC-08/2018 Dated: 1st June 2018** and name of the bidder. All technical documents like literature, catalogues etc., are to be put in the same envelope. Price bid of only the technically qualified company/firm will be opened/considered, for further process/consideration. The Price bid of the company/firm who does not qualifies technical evaluation shall not be taken into consideration. **Attach all relevant documents in the same serial order as above, properly indexed, duly signed and sealed.**

ANNEXURE – IV: DECLARATION

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

Place: -----

Signature of the Authorized Person:

Full Name: -----

Company Seal: -----

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

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

- 1.1 Occupation of the canteen and surround premises and custody of the Assets and Articles provided by the University.
- 1.2 Procurement of all materials of approved brand/quality for preparing the fresh food items as per approved menu.
- 1.3 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.
- 1.4 Non-veg items or item containing non-veg material are not allowed to be stored or sold at the canteen.
- 1.5 Providing all utensils, tools and equipment, appliances including grinders, fridges, freezers, Owen, 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;
- 1.6 Providing hand wash soap/solution at the wash basins;
- 1.7 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.
- 1.8 Washing the kitchen, dining area, and furniture with water and noncorrosive soap/detergent powder or solution and mopping the furniture and floor every evening
- 1.9 Disinfecting the occupied premises used by the contractor at least once in a month.
- 1.10 Collecting the garbage, waste and discarded materials from the premises and disposing off properly on regular basis.
- 1.11 Maintaining all registers and records as may be required for running the Canteen;
- 1.12 Doing all other works, providing all required materials and all other services incidental to the above;
- 1.13 Deployment of all labour and supervision, lead, lift and conveyance, etc. for doing all works and providing all services, as above;
- 1.14 Maintaining the assets and articles provided by the University in top conditions; and
- 1.15 Such other things to be provided or done, as stipulated herein, or though specifically not stated, yet are essential for providing canteen facilities to the satisfaction of the University.

2. SUBLETTING & TRANSFER

The Contractor 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.

List of equipment to be provided by the University

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.	Kaddu-Krash Machine (motorized)	1
4.	MS Trolley (30"x48")	1
5.	1 Burner Bulk Cooking Range (30"x30"x18")	1
6.	Chapati Plate Puffer (84"x24"x34")	1
7.	Chapati Plate Puffer (60"x24"x34")	1
8.	Wet Masala Grinder (10 Lts.)	1
9.	Oven (27"X14"X14")	1
10.	Dough Kneader (40 Kg.)	1
11.	Potato Peeler (20 Kg)	1
12.	2 Door Fridge (30"x30"x84")	1
13.	4 Door Fridge (84"x30"x34")	1
14.	2 Door Fridge (48"x30"x34")	1
15.	Bain Marie (60"x18"+12"x34")	1
16.	M.S. Tava Round (24")	1
17.	Tandoor (36"x36"x39")	1
18.	S.S. Hood with Filter	1
19.	S.S. Ducting	1
20.	Blower 2 H.P.	1
21.	Blower 3 H.P.	1
22.	Blower 2 H.P.	1
23.	1 Burner Bulk Cooking Range (30"x30"x18")	2
24.	3 Burner Pantry Cooking Range (84"x24"x34")	2
25.	Chapati Rolling Table (60"x30"x34")	2
26.	Chapati Recvie Table (30"x30"x34")	2
27.	Pulvirizer (3 H. P.)	2
28.	Sandwich Topping Table without Fridge (72"x27"x34"+6")	2

29.	Sandwich Griller (11"x11"x10")	2
30.	Dosa Plate (72"x24"x31")	2
31.	Working Table (36"x24"x34")	2
32.	Soiled Dish Landing Table (60"x24"x34"+19")	2
33.	S.S. Pop-up toaster 5 Slise (8"x14"x10")	2
34.	Dustbin Trolley (24"x60"x39")	3
35.	Tandoor – Drum Size	3
36.	2 Burner Bulk Cooking Range (60"x30"x24")	3
37.	3 Sink Unit (72"x24"x34"+6")	3
38.	4 Shelve Rack (36"X18"X72")	3
39.	Bain Marie (72"x25"+12"x34")	3
40.	Dish Counter with 3 square bowl inside (25"x72"x34")	4
41.	Working Table (72"x24"x34")	4
42.	Rack – 5 self (18"x36"x72")	5
43.	Cutting Counter (24"x48"x34")	6
44.	Cutting Counter (24"x72"x34")	7
45.	Square Bucket for storing 25 kg grocery with stand	10
46.	Round Dustbin with Cover	10
47.	Rack – 4 self (18"x36"x72")	15
48.	Square Bucket for storing 50 kg grocery with stand	20
49.	Dining Table – Round (48"roundx30" height)	25
50.	Dining Table – Rectangle (60"x30"x30")	110
51.	VIP chair for round dining table with Dunlop seat	125
52.	Sitting bench (57"x12"x18" height)	220
53.	Industrial Dish Washer – capacity 150 basket/HR. (18 plates per basket)	1

4 USE AND UPKEEP OF ASSETS & ARTICLES OF UNIVERSITY.

- 4.1 All the Assets and Articles of the University shall be University's 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 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 CATERING:

The catering services shall be operated from a scheduled date which will be intimated to the caterer. Failing which the Performance Guarantee/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. 5000 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. PERMISSIBLE BRANDS OF CONSUMABLES

ITEM	BRAND
Salt	Iodized salt such as Tata, Annapurna, Nature Fresh
Spices	MDH, MTR or equivalent quality brands
Ketchup	Maggi, Kissan, Heinz
Oil	Refined oil such as Sundrop, Nature Fresh, Godrej
Pickle	Mother's or Priya or Tops
Atta	Aashirvad, Pillbury, Nature Fresh
Butter	Amul, Britannia, Mother Dairy
Bread	Harvest/Britannia make
Jam	Kissan, Nafed, Mapro, Mala's
Milk	Toned milk of Mother Dairy, Delhi Milk Scheme
Paneer	Amul/Mother Dairy
Tea	Brook Bond, Lipton, Tata
Coffee	Nescafe, Rich Bru
Biscuits	Britannia, Parle, Good Day
Ice Cream, Lassi, Curd	Mother Dairy, Amul, Cream Bell – all varieties
Mixtures/Chips	Haldiram/Bikaner
Mineral Water	ISI marked Kinley/Bisleri/Ganga
Besan	Dal Rajdhani
Rice	Basmati
Cold Drinks	Pepsi, Coke, Limca, etc.,
Juices	Real, Tropicana
Lemon Water	Hello, Nimbooz
Sweet	Bikaner, Haldiram

The Contractor may use any other brand only after obtaining prior written approval from the Institute

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

- 11.1 Burning of fuels except cooking gas is forbidden. Use of electricity for cooking purposes is discouraged.
- 11.2 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.
- 11.3 No food cooked/prepared in the canteen may be taken out of the premises without prior permission.
- 11.4 Ordinarily, the food for the consumption of the workers need be cooked separately.

13. TENTATIVE MESS AND CANTEEN TIMINGS

- 12.1 The canteen timings shall be 24 hours on all working days and holidays. The University may decide different timings for canteen and that shall be communicated to the Contractor.
- 12.2 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, VIP/TRAINING RESIDENCY & HOSTEL ROOMS

- 13.1 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.
- 13.2 The contractor shall serve only specified foods.
- 13.3 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.

- 14.1 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.
- 14.2 The Contractor has to display the menu prominently in the canteen.
- 14.3 The Contractor shall also display the list of extra items that are to be supplied in the canteen.
- 14.4 The canteen shall not be closed without prior permission of the University.
- 14.5 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.
- 14.6 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.
- 14.7 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.

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. The 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,

- 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.

19. RENT

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

20. PERFORMANCE GUARANTEE

20.1 The Contractor need to operate the facilities under this licence/contract continuously for the entire period of its duration. In case of discontinuation of facilities by the Contractor at any time during this period or for non-satisfactory performances or breach of any terms and conditions of this licence/contract or non-compliance of the orders of competent authority, the Contractor shall forfeit his Performance Guarantee/EMD/Security Deposit either in part or in whole, as may be decided by the

University without prejudice to any other remedy available under this licence or under law.

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

21. 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.

22. INSPECTION

Further to the stipulations herein contained, the University reserves the right to periodically inspect any or all aspects of the operation of the Canteen 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 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 Mess 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 —
 - a) University is put to any liability, loss, obligations, etc. resulting from any action, claim, damages, proceedings or suit initiated against the University by any individual, agency or Statutory/Government Authority under any law, and/or
 - b) University is required to pay any claims or damages to any individual, agency or Statutory/Government Authority, and
 - c) incurs any expenditure in connection with such actions, proceedings or suitsthe 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 Guarantee/ Security Deposit furnished by the Contractor to University.

24. RESOLUTION OF DISPUTES AND JURISDICTION OF COURTS

24.1 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.

24.2 Even after the efforts as mentioned in 24.1 above, any dispute arising out of or in relation to this Licence/Contract either during subsistence there of or thereafter remain unresolved, the same shall be referred, by either side, for sole arbitration of the Director, GNLU. Decision of the Director on the reference shall be final, conclusive and binding on all concerned.

24.3 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.

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 performance guarantee/security deposit of the Contractor has been forfeited in full;

25.2 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.

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 a 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 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 performance guarantee/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 mess or removal of doubts as to the terms and conditions set out herein.

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).

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the contract and location
2. Agreement no.
 - a. Scope of Contract
 - b. Contract Cost
 - c. Date of Commencement of services
 - d. Period
 - e. Amount of compensation levied, if any
 - f. Performance Report
 - (i) Quality of Food - Excellent/Very Good/Good/Fair
 - (ii) Resourcefulness - Excellent/Very Good/Good/Fair
 - g. Compliance of all statutory requirements- Yes / No

(Seal of the Organization)

(Signature of the Responsible Authority)