



Central University of Gujarat
गुजरात केन्द्रीय विश्वविद्यालय

गुजरात केन्द्रीय विश्वविद्यालय
(केन्द्रीय विश्वविद्यालय अधिनियम 2009 के तहत स्थापित)
CENTRAL UNIVERSITY OF GUJARAT
(Established Under Central Universities Act 2009)

Advertisement No. CUG/02/2024-25
Tender Notice No: CUG/02/2024-25
Dated:13/06/2024

Tender For
MESS CUM CANTEEN Services for Students and
Employees of the Central University of Gujarat at
Vill: Kundhela, Tal: Dabhoi, Dist: Vadodara
(Gujarat)

NOTICE INVITING TENDER

**Tender for MESS CUM CANTEEN Services for Students and Employees of the Central
University of Gujarat at Vill. Kundhela, Tal: Dabhoi,
Dist.: - Vadodara (Gujarat)**

The Tender document and detail terms and conditions can be downloaded from our website www.cug.ac.in or <https://www.epublishing.com> by any interested eligible vendor. Technical and Financial bids are invited from the eligible firms/ companies working in the field of Mess cum Canteen Services.

DETAILS OF THE TENDER & KEY CALENDAR EVENTS

1	Tender Notice No.	CUG/02/2024-25 Dated 13/06/2024
2	Tender Inviting Authority	The Registrar (Offg.), Central University of Gujarat
3	Name of the Project	Tender for MESS CUM CANTEEN Services for Students and Employees of the Central University of Gujarat at Vill. Kundhela, Tal: Dabhoi, Dist.: - Vadodara (Gujarat)
4	Method of Selection	Two Bid Systems
6	Pre-bid meeting	19/06/2024 at 11:30 am. Bidders have to send their queries to registrar@cug.ac.in
7	Last Date of Receipt of pre-bid queries on email	19/06/2024 till 11:00 am
8	Last Date and Time for Submission of tender documents physically	26/06/2024 up to 03:00 pm
11	Opening of Technical bid at Central University of Gujarat, Sector-29, Admn Block, Gandhinagar 382030	26/06/2024 at 04:00 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	Central University of Gujarat, Near Jalaram Mandir, Sector-29, Admn Block, Gandhinagar 382030
14	Estimated value of the work	Rs. 2,16,00,000/-
15	Earnest Money Deposit	Rs. 10,80,000/-

*Note: - Bidders should visit the university's website (<https://www.cug.ac.in>) for updates
(No tender Document would be accepted after 26/06/2024, 03:00 pm)*

The Tender document and detail terms and conditions can be downloaded from our website www.cug.ac.in or <https://eprocure.gov.in/epublish/app>

TABLE OF CONTENTS

Sr. No.	Content	Page
1.	NOTICE INVITING TENDER	02
2.	INTRODUCTION	05
3.	INFORMATION TO BIDDERS	05
4.	GENERAL CONDITIONS OF CONTRACT	05
5.	ANNEXURE-I: PROFORMA FOR TECHNICAL BID	25
6.	ANNEXURE-II: PROFORMA FOR FINANCIAL BID	27
7.	ANNEXURE-III: DECLARATION	31
8.	ANNEXURE-IV: FORMAT FOR INTEGRITY PACT	32
9.	ANNEXURE-V: ANNUAL TURNOVER CERTIFICATE ISSUED BY THE STATUTORY AUDITOR	38
10.	ANNEXURE-VI: LETTER OF TRANSMITTAL	39
11.	ANNEXURE –VII: DETAILS OF EXISTING CLIENTS	40
12.	ANNEXURE-VIII: FORMAT FOR PERFORMANCE CERTIFICATION	41
13.	ANNEXURE-IX: CERTIFICATE DECLARATION REGARDING BLACKLISTING/NON- BLACKLISTING	42
14.	ANNEXURE-X: BANK CERTIFICATE REGARDING CREDIT FACILITY	45
15.	ANNEXURE-XI: DECLARATION ABOUT FAMILY MEMBERS WORKING IN CENTRAL UNIVERSITY OF GUJARAT	46
16.	ANNEXURE-XII: AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING	47
17.	ANNEXURE-XIII: FORMAT FOR PERFORMANCE BANK GUARANTEE	48

1. **INTRODUCTION:** - The Central University of Gujarat invites interested parties to participate in this NOTICE INVITING TENDER (this “Tender”) for bidding and selection process for the appointment of bidders/reputed agencies/proprietors/firms and/or their authorized dealers for MESS CUM CANTEEN Services for Students and Employees of the Central University of Gujarat”. Tender Documents can be downloaded from website www.cug.ac.in & <https://eprocure.gov.in/epublish/app> For view, download and any other updates regarding this Tender, kindly check <https://www.cug.ac.in/Tender>. Tender Fee & EMD shall be paid along with submission of Tender Documents, shall be submitted before the due date along with the original documents. The hard copy of tender documents shall be sent to the Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar PIN 382030 through Registered Post/Speed Post/Courier/Physical submission on or before latest by 26/06/2024 up to 03:00 pm.
2. The tender shall be addressed to The Registrar, Central University of Gujarat, Near Jalaram Mandir, Sector-29, Gandhinagar PIN 382030. Any subsequent amendments in the tender document will be available on above mentioned website.
3. **INFORMATION TO BIDDERS:** - Submission of bids, the bidder shall submit the Pre-qualification/Technical Bid in a separate sealed cover duly superscribed and these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. Financial Bid is to be submitted in the physical form along with this tender in sealed cover.
4. **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.

5. GENERAL TERMS AND CONDITIONS

- a) Each bidder shall submit only one quotation.
- b) The bidder should submit the Bid Mess cum Canteen Services (Earnest Money Deposit) for an amount of **Rs. 10,80,000/- (Rupees Ten Lakh Eighty Thousand Only)** in the form of Demand Draft from a Nationalized /Scheduled Bank, drawn in favor of Central University of Gujarat payable at Gandhinagar. Tenders submitted without EMD will be disqualified.

6 QUALIFICATION CRITERIA:

- a) The applicant should be in the catering business (excluding beverage and snacks services) for a minimum period of three years as on 26/06/2024.
- b) Experience of having successfully run the catering services during the last three years in Departments/Autonomous Institutions/Universities/PSUs of the Govt. of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities as per following:
 - I. One similar completed work having not less than 1000 persons on its dining strength OR
 - II. Two similar completed works each having not less than 500 persons on its dining strength.
- c) Similar nature of work means the running of the Mess cum Canteens in educational institutions / Universities/State/Central Government Offices.
- d) Average Financial Turn-Over (Gross): The bidder’s average annual financial turnover (gross) in catering services during the 2020-2021, 2021-22 & 2022-23 duly audited by CA should not be less than 6 Crore. Year in which no turnover is shown would

- also be considered for working out the average.
- 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 MESS CUM CANTEEN at the University.
- g) Performance Certification: The bidders' performance for each work completed in the last three years and work in hand should be certified by a responsible person from the concerned organization. The certificate should also indicate the compliance of statutory requirements.
- 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.

7 BID PREPARATION AND SUBMISSION:

- a) The proposals shall be submitted in English only.
- b) The Proposal to be submitted shall have to be signed by the authorized signatories.
- c) Bidders shall submit only one proposal and would stand disqualified if it takes part in more than one proposal.
- d) Bidders should familiarize themselves with local conditions and take into account these conditions while preparing their Proposal.
- e) Bidders shall bear all costs associated with the preparation and submission of their proposal including cost of site visits, if necessary.
- f) The tender is a "Two Bid" document : (I) Technical Bid (II) Financial Bid. The technical Bid and Financial Bid should be submitted in a separate sealed envelopes clearly indicating that it is a "TECHNICAL BID" and "FINANCIAL 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.
- g) 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 Central University of Gujarat, Gandhinagar-382030, Gujarat, India on or before 26/06/2024 up to 03:00 pm. No tender shall be accepted after the last date and time fixed for the purpose.
- h) 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.
- i) 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.
- j) Each envelope 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.
- k) 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.**
- l) The bids received after the prescribed deadline shall not be accepted.**
- m) The financial bid is required to be submitted separately. In case, any bidder encloses

the financial bid within technical bid, the same shall be rejected summarily.

- n) **Amendment/Cancellation of Bid document:** The Central University of Gujarat 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 it to the CUG 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. CUG shall not be responsible for ignorance of the information by the Bidders.
- o) **Pre-Bid Meeting: A pre bid meeting for clarification to Bid document will be held on 19/06/2024 at Central University of Gujarat, Sector-29, Gandhinagar**

7.1 TECHNICAL BID

While preparing the Technical Bid, Bidders are expected to examine the bid document carefully. Providing inaccurate and incomplete information shall lead to rejection of a proposal. The Technical bid shall include all the information sought in prescribed formats along with the necessary supporting documents.

7.2 FINANCIAL BID

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 purposes only. The University reserves the right to hire or not to hire service from the selected bidder.

Total approx. 300 to 500 students and employee will avail the mess cum canteen facility and likely to increase due to new admission and new recruitment i.e.: - 500-1000 and 1000 above and the contractor should quote the rates separately for per person (Inclusive of GST) in Annexure-II (A), Annexure-II (B) and Annexure-III (C) accordingly.

L1 will be decided on Annexure-II (A) basis.

7.3 VALIDITY OF THE BID

The Proposal and price offered therein shall have to be valid for 60 days from the last date for submission of the bid. Bids with shorter validity period would be treated as non-responsive and will be rejected straightforward.

7.4 OPENING OF BIDS

Upon expiry of the deadline for submission of bids, the Technical bid 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 bid, 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.

7.5 DISQUALIFICATION OF BID

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

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

7.6 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 blacklisted.

7.7 PAYMENT METHOD

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

7.8 EVALUATION OF BIDS: - PRELIMINARY SCREENING:

- a) First, the envelope containing Earnest Money Deposit will be opened and if it is 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.
- b) 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.
- c) 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 References.

FINANCIAL EVALUATION:

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

7.12 AWARD OF CONTRACT

- a) The Tender Accepting Authority has the right to accept any tender and to reject any or all tenders without assigning any reason.

7.13 SCOPE OF THE LICENCE FOR WORK & SERVICES

- a) The scope of the licence for work & services to be executed there under by the Contractor shall include: Occupation of the canteen and surround premises and custody of the Assets and Articles provided by the University.
- b) Procurement of all materials of approved brand/quality for preparing the fresh food items as per approved menu.
- c) 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.
- d) The vendor shall provide 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 at the dining in canteen;
- e) Providing hand wash soap/solution at the wash basins;
- f) 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.
- g) Washing the kitchen, dining area, and furniture with water and noncorrosive soap/detergent powder or solution and mopping the furniture and floor every evening.
- h) Disinfecting the occupied premises used by the contractor at least once in a month.
- i) Collecting the garbage, waste and discarded materials from the premises and disposing off properly on regular basis.
- j) Maintaining all registers and records as may be required for running the Canteen;
- k) Doing all other works, providing all required materials and all other services incidental to the above;
- l) Deployment of all labour and supervision, lead, lift and conveyance, etc. for doing all works and providing all services, as above;
- m) Maintaining the assets and articles provided by the University in top conditions; and 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.
- n) Central University of Gujarat reserves the right to extend the Mess cum Canteen Services at other places as per the requirement and terms and conditions of the tender.

7.14 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.

7.15 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:

- a) Boys and girls dinning block combined approximately 1500 sq. meter. area (Ground floor) with standard fitting, fixtures and basic requirement i.e. water, drainage and electricity, 2 kitchen, 2 dining lounge, 2 service area, with carrying capacity of 500 persons will be provided for operating Mess cum canteen services and the contractor will have to manage other requirements i.e. equipment (except provided by the University), gas supply, serving facility etc. However if found necessary on account of shortage of water supply, water tankers shall be arranged by the Contractor at own expenses.
- b) The Contractor shall bring in other articles, appliances, equipment, things, etc. as may be required from time to time for providing the mess cum canteen facilities satisfactorily.
- c) All the articles, appliances, equipment, etc. brought by the contractor into the mess cum canteen premises must be registered with the University.

List of minimum equipment to be provided by the University

No	Equipment	Qty.
01.	SS Dining Table with Stool for students	As per annexure- XIV (Approx.)
02.	Dining Table for VIP	
03.	VIP chair	

The vendor should bring all the required equipment and utensils of appropriate size for the smooth functioning of the total two mess cum canteens.

8. USE AND UPKEEP OF ASSETS & ARTICLES OF UNIVERSITY.

- a. All the Assets and Articles of the University shall be the property of the University and the contractor shall be merely the custodian of such Assets and Articles.
- b. The premises provided by the University are allotted to the contractor for the purposes of running mess cum Canteen Services for the University Students and employees. 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/her for the above purpose, except with prior written permission of the Registrar.
- c. 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/her, 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.
- d. 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.

9. COMMENCEMENT OF MESS CUM CANTEEN SERVICES:

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

10. ENGAGEMENT OF THE PERSONNEL & MATTERS INCIDENTAL THERETO:

- a. The Contractor shall engage and provide an adequate number of well-trained cooks and service personnel on all days including Saturdays, Sundays and holidays. The mess cum canteen shall remain open as per the directions of the University Authorities.
- b. 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.
- c. 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 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 the canteen is not hampered.
- d. 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.
- e. 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.

- f. **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.**
- g. **The Contractor shall be personally responsible for the conduct and behavior 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.**
- h. **The police verification and medical examination certificates of all staff engaged by the contractor for Mess cum Canteen service shall be submitted to the University.**
- i. The Contractor shall be responsible for timely payment of wages to his employees not less than that as per the Minimum Wages Act and fulfil all other statutory obligations, such as, leave, Provident Fund, ESI, etc. under law in force from time to time.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. The workers engaged by the Contractor are not employees of the University and shall not have any claim whatsoever on the university.
- o. 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.
- p. In essence, University shall have no responsibility/ liability whatsoever towards the employees engaged by the Contractor who shall explain these terms to his employees.

11. CLEANLINESS & HYGIENE

- a. High quality of hygiene, sanitation and safety shall be maintained in providing the mess cum canteen facilities.
- b. Safe and hygienic food shall be provided at all times. The food shall be prepared, as per the 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.

- c. High quality of hygiene, sanitation and safety shall be maintained in the kitchen, dining area, wash area, etc. i.e. the entire canteen and surrounding premises. In particular,
 - i. 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.
 - ii 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.
 - iii The furniture shall be washed with water and cleaning material and mopped, every evening at the close of canteen hours.
 - iv Floors and counter tops are to be scrubbed regularly with cleaning materials.
 - v 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.
 - vi Appliances, equipment, etc. should be cleaned and maintained properly.
 - vii Electronic fly – kill / insect repellent equipment, as may be required, be installed.
 - viii 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.
 - ix Cleanliness and hygiene are two most important criteria; therefore, the contractor shall use only authorized 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.
 - x. 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.
 - xi 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.

12. MENU & RATE(S)

- a. The menu to be supplied and served shall be as follows.
 - I. Rate of all items shall be displayed on the Notice board available at the Mess cum Canteen/ at proper place.
 - II. On special occasions, the menu will be identified by the University Authorities and the rate(s) for the same shall be as mutually agreed by the University Authorities and the Contractor.
 - III. The payment for the special meal will be made as per the approved rates after deducting

- the rates of the corresponding regular meal.
- IV. 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.

13. QUALITY OF RAW MATERIAL

- All raw materials to be procured should be FSSI branded items only. Wherever, no branded items are available, high-quality materials from reputable shops/vendors as approved by the University are to be procured for preparation of items.
- University will monitor the quality of materials used or held in stock for use. Designated Officer/Official may also inspect such materials.
- 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.

14. STOCK & STORES

- 7.6 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.

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, fortune sunflower
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 Amul and Mother Dairy
Paneer	Amul/Mother Dairy
Tea	Brook Bond, Lipton, Tata & Bagh Bakree
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

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

15. PREPARATION OF FOOD ITEMS

- a) Burning of fuel except cooking gas is forbidden. Use of electricity for cooking purposes is not allowed.
- b) 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.
- c) No food cooked/prepared in the canteen may be taken out of the premises without prior permission.
- d) Ordinarily, the food for the consumption of the workers needs be cooked separately.

16. TENTATIVE MESS AND CANTEEN TIMINGS

- a) The mess cum canteen timings shall be as per the directions of the University Authorities. Further, the University may decide different timings for the mess cum canteen and that shall be communicated to the Contractor.
- b) 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.

17. SERVICE OF FOOD AT THE MESS CUM CANTEEN

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

- a) As many serving trays, glasses, spoons, etc., as equals 5% more than the dining strength shall be kept ready at the counters. These articles once used during a service hour shall not be washed for re-use during that service hour.
- b) One supervisor will always be present during working hours. It is desirable that the same supervisor continues at least for one year. In case of any change, the University should be informed.
- c) Supervisor(s) engaged must remain alert and ensure that catering goes on well and without any occasion for grievances.
- d) The contractor shall serve only specified foods.
- e) Only purified water (purified by Aqua guard/Modiguard/Portable water purifier) as installed at the dining has to be served for drinking.

18. MANAGEMENT & SUPERVISION OF THE CANTEEN

- a) 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.
- b) 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.
- c) The Contractor has to display the menu prominently in the canteen.
- d) The Contractor shall also display the list of extra items that are to be supplied in the canteen.

- e) The canteen shall not be closed without prior permission of the University.
- f) 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.
- g) 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.
- h) 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 a meeting, the Contractor may be visited with penalty.

19. MAINTENANCE OF BOOKS & RECORDS

- a) 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.

20. SAFETY MEASURES

- a) 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.

21. PROHIBITED ACTIVITIES

- a. 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,
 - i in any uncalled-for activity, whether inside or outside the premises of university, which may bring disrepute to University;
 - ii in any activity in University's premises, whether or not commercial in nature, falling outside the scope of stipulations herein set out;
 - iii 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
 - iv in smoking and consumption of alcohol/drugs or any prohibited substances in the premises.

22. DAMAGE TO UNIVERSITY PROPERTY

- a) 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.

23. INSPECTION

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

24. STATUTORY LIABILITIES & COMPLIANCE THEREOF

- a) Compliance with the provisions of all laws of the State and Central Governments, Municipal laws, laws relating to cleanliness, sanitary, hygienic and health conditions, food and safety etc. with regard to the environment around cooking place, dining area, Canteen Services and surroundings, etc, other laws in force at present and laws that may come into force after commencement of the Licence/contract including the rules or regulations framed there under and the notifications, instructions/clarifications issued under any such law/rules/regulations which are applicable to the works, acts, activities under this licence including all things incidental or consequential thereto and any other thing that the Contractor or his employees may choose to do on his/their own in course of performance under this licence/contract shall be the responsibility of the Contractor who shall comply all of them to the satisfaction of the Statutory Authorities concerned. In particular the contractor shall keep the premises neat and clean always conforming to the standards of hygiene prescribed guideline.
- b) 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.
- c) 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.
- d) 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 Instructions/directions of any such authority in time and without fail.
- e) 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.
- f) 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.

- g) Furthermore, the Contractor shall at all times indemnify and keep indemnified the University or its Officers and members of the Canteen Committee against all kinds of third-party claims for any reason whatsoever including property loss and damage, personal accident, injury or death of any person.
- h) In the event, due to act (s) of the Contractor or his employees, if —
 - i) 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
 - ii. 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.

25. RESOLUTION OF DISPUTES AND JURISDICTION OF COURTS

- a) 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.
- b) Even after the efforts as in 26 a. 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 Registrar, CUG. Decision of the Hon'ble Vice Chancellor on the reference shall be final, conclusive and binding on all concerned.
- c) 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, Vadodara, 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.

26. TERMINATION OF LICENCE/CONTRACT

- a) This License/contract can be terminated under any one of the following circumstances and in the manner as specified herein below.
 - The Registrar may terminate this Licence/contract by giving one month's notice to the Contractor, if he is of the opinion that—
 - I. Continuation of the licence/contract would be detrimental to the interests of the University, or
 - II. The Contractor has undertaken or has indulged and allow indulgence in acts or activities particularly prohibited herein, or
 - III. Performance of the Contractor does not meet the stipulated standard or is deficient, or
 - IV. The Contractor has assigned/ sublet/ transferred his rights and

- responsibilities set out herein to a third party either in whole or part, or
- V. 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
 - VI. The security deposit of the Contractor has been forfeited in full;
- b) The Contractor may choose to terminate the license/contract by giving three months' notice, in exceptional circumstances, and with the approval of the University with clearing all the dues to University.
 - c) 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.
 - d) 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.

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

- a. 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.
- b. 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.
- c. Any articles not returned, twice the full cost of replacement thereof shall be paid by the Contractor.
- d. The contractor shall remove his/her articles from the University mess cum canteen premises after obtaining no due Certificate from the University. Failure to obtain a no due certificate prior to removal of articles may lead to the forfeiture of the security deposit.

28. DETERMINATIONS OF RESPONSIBILITY & LIABILITY

- a) 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.

29. AMENDMENT FOR BETTER FUNCTIONING/ REMOVAL OF DIFFICULTIES:

The Competent Authority of the University reserves the right to amend these terms and

conditions, contained herein, as may consider necessary and appropriate for better functioning or for removal of difficulties in the operation of the Canteen or removal of doubts as to the terms and conditions set out herein.

30. **CONTRACT PERIOD:** The successful bidder will be required to provide the services for the period of one year initially and can be extended up to maximum 03 years subject to satisfactory performance every year and approval of the University. The quoted rates of food items shall remain fixed for three years and mutually agreed.
31. **EARNEST MONEY DEPOSIT (EMD):** An amount of **Rs. 10,80,000/- (Ten Lakh Eighty Thousand)** in the form of Demand Draft drawn in favour of “Central University of Gujarat”, payable at **Gandhinagar 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.
32. **SECURITY DEPOSIT & PERFORMANCE GUARANTEE:** An amount of **Rs. 10,80,000/- (Ten Lakh Eighty Thousand)** 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/ Bank Guarantee drawn in favour of “Central University of Gujarat”, payable at Gandhinagar. 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.
33. 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 FDR/ Bank Guarantee as per prevailing rules of GoI/CUG within 45 days from the date of issue of Work Order/Award of Contract from any Nationalized Bank in favour of Central University of Gujarat, Payable at Gandhinagar. Such performance guarantee should be valid for a period of 01 year and 90 days. Performance guarantee shall be furnished in favour of “Central University of Gujarat”.
34. In case of failure to deposit the above amount of performance guarantee within stipulated time, the EMD deposited shall be forfeited by CUG.
35. After successful completion of the work beyond 90 days, the performance security may be returned to the concerned bidder, upon written request.
36. No interest will be paid by the University on the performance security.
37. Performance guarantee may be forfeited in full or part in the following cases:
 - a. If the terms and conditions of contract are breached.
 - b. If the Bidder fails to provide service satisfactorily.
 - c. If contract is being terminated due to non-performance of the Bidder.
 - d. 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.
 - e. 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.

38. **BID:** Technical Bid should be submitted in separate sealed envelope quoting reference number on the top of the envelope. EMD should be enclosed with the Technical Bid documents, in separate sealed envelopes, stapled with the packet containing Technical Bid documents.
39. 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.
40. **ACCEPTANCE OF TENDER:** The Authority of CUG 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.
41. **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.
42. **COMPLIANCE LIST:** The bid should be properly indexed and a compliance list against the technical specifications should be provided.
43. **BIDDERS SHOULD ENCLOSE THE FOLLOWING DOCUMENTS;**
- a. The FSSAI Licence of the vendor.
 - b. Certificate of Registration/Trade License
 - c. Attested copy of PAN card, GST registration papers
 - d. Audited statement of Accounts and IT returns for the last three years
 - e. Authorized Distributors/agencies must submit appropriate authorization certificate and letter from their Owners, for participation in the said tender.
 - f. 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.
 - g. Copy of product literature, for which the prices have been quoted.
 - h. A write up on service and maintenance capability.
 - i. Signed copy of the tender document, with company seal, agreeing to the terms & conditions and declaration
 - j. 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.
 - k. **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.
44. **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). 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.

45. IMPORTANT INSTRUCTIONS:

- 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 Work 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 Hon'ble Vice Chancellor 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, CUG.
- 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 every Saturday, Sunday & Public Holidays.
- g) Conditional Offer shall not be accepted.
- h) The benefit of any downward price revision (revision on account of budget/financial policy, tax revision, EPZ etc.) is to be given to Central University of Gujarat, Gandhinagar by the selected OEM/agency.
- i) Past Performance of the agency will be judged at the time of Technical Evaluation.
- j) 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.

46. VALIDITY, EXTENSION AND TERMINATION OF AGREEMENT:

- a) 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 year and will be extended up to maximum Five years at the discretion of the CUG after expiry of the contract.
- b) The successful Bidder has to convey acceptance of Letter of Intent (LOI) within 07 working days of receipt of Letter of Intent (LOI).
- c) CUG 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 CUG.
- d) The successful Bidder can terminate the agreement by giving with three months' prior notice to the CUG. The CUG 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.
- e) 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.

47. RECOVERY OF SUM DUE:

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

48. 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 the CUG shall be final and binding on the Parties.

49. 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 Registrar, CUG 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 Registrar, CUG any dispute whatsoever shall be subject to the jurisdiction of Vadodara Courts only.

50. FORCE MAJEURE

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

PROFORMA FOR TECHNICAL BID

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

S. No.	Description	Details
1	Name of the Firm	
2	Contact details along with Email IDs, Phone Numbers	
3	PAN /GOI registration any other document (specify)	
4	GST Registration No. (Please attach copy)	
5	Latest GST Return (Please attach copy)	
6	Name of the Proprietor/Partner/Director	
7	Shops & Establishment Registration Certificate as valid Canteen Services (Y/N)	
8	Authorized Distributors/agencies must submit appropriate authorization certificate and letter from their Owners, for participation in the said tender. (Y/N)	
9	Whether the bidder has average Annual Turnover of Rs. 06 Crore for Financial Years:2020-21, 2021-22, 2022-23 as per Bid Document? (Y/N)	
10	The Establishment is registered with the Government(Y/N) Please give details of the registration number, licence Number along with document/ evidence	
11	The agency is complying with the labour legislations, such as ESI, EPF, Gratuity Act etc. (Y/N) (Please specify as applicable)	
12	EPF No: ESI Code: (Y/N) (Please Attach Copies)	
13	Experience of similar work in Departments/Autonomous Institutions/Universities/PSUs of the Govt. of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities (Y/N)	
14	Whether the bidder has minimum 3 ongoing live sites of Operating of Canteen-Mess in in Departments/Autonomous Institutions/Universities/PSUs of the Govt. of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities? (Y/N)	
15	Proposal validity of 60 days accepted (Y/N)	
16	Power of Attorney/Authorization for signing the bid documents. (Y/N) (Please attach copy)	
17	Whether the bidder has agreed to all terms and conditions	

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

Note: Please attach necessary supporting documents with serial number along with signature and stamp of the vendor.

PORFORMA FOR FINANCAIL BID**Rates to be provided by the contractor for 300-500 persons**

Sr.No.	Particulars	Remarks	Rates to be mentioned for all the items in total per month per person (Inclusive of GST)
1.	For Students and Employees	<p>Students & Employees should be provided with following food</p> <ol style="list-style-type: none"> 1) Morning breakfast (Per Plate) (Poha/Upma/Paratha/Idli-Vada Sambhar/Masala Dosa with Sambhar/Dhokla/Sevusal/Puna misal etc.) 2) Fix Lunch (One Vegetables, chapatti (05 Nos), Dal (150gm), Rice (150gm), Buttermilk (85ml)/Curd (85gm), Salad, pickle) 3) Fix Dinner (One Vegetables, chapatti (05 Nos), Dal (150gm), Rice (150gm), Buttermilk (85ml)/Curd (85gm), Salad, pickle) 4) Apart from the main course, the breakfast should also include Veg Sandwich, Tea/Coffee, Milk, Bread, Butter/Jam, Egg/Omelette, Daliya on daily basis. 5) Sweet and Farsan Once in a week 6) Non-veg item (except red meat) twice in a month 7) Egg Curry once in a week 	
Total			

(Note: Items mentioned in Serial No. 06 and 07 will be availed by the 30%-40% students of the University.)**(L1 will be decided on the basis of this Annexure-II (A) only.)**

Annexure-II (B)**Rates to be provided by the contractor for 500-1000 persons**

Sr.No.	Particulars	Remarks	Rates to be mentioned for all the items in total per month per person (Inclusive of GST)
1.	For Students and Employees	<p>Students & Employees should be provided with following food</p> <ol style="list-style-type: none"> 1) Morning breakfast (Per Plate) (Poha/Upma/Paratha/Idli-Vada Sambhar/Masala Dosa with Sambhar/Dhokla/Sevusal/Puna misal etc.) 2) Fix Lunch (One Vegetables, chapatti (05 Nos), Dal (150gm), Rice (150gm), Buttermilk (85ml)/Curd (85gm), Salad, pickle) 3) Fix Dinner (One Vegetables, chapatti (05 Nos), Dal (150gm), Rice (150gm), Buttermilk (85ml)/Curd (85gm), Salad, pickle) 4) Apart from the main course, the breakfast should also include Veg Sandwich, Tea/Coffee, Milk, Bread, Butter/Jam, Egg/Omelette, Daliya on daily basis. 5) Sweet and Farsan Once in a week 6) Non-veg item (except red meat) twice in a month 7) Egg Curry once in a week 	
Total			

Rates to be provided by the contractor for 1000 and above persons

Sr.No.	Particulars	Remarks	Rates to be mentioned for all the items in total per month per person (Inclusive of GST)
1.	For Students and Employees	<p>Students & Employees should be provided with following food</p> <ol style="list-style-type: none"> 1) Morning breakfast (Per Plate) (Poha/Upma/Paratha/Idli-Vada Sambhar/Masala Dosa with Sambhar/Dhokla/Sevusal/Puna misal etc.) 2) Fix Lunch (One Vegetables, chapatti (05 Nos), Dal (150gm), Rice (150gm), Buttermilk (85ml)/Curd (85gm), Salad, pickle) 3) Fix Dinner (One Vegetables, chapatti (05 Nos), Dal (150gm), Rice (150gm), Buttermilk (85ml)/Curd (85gm), Salad, pickle) 4) Apart from the main course, the breakfast should also include Veg Sandwich, Tea/Coffee, Milk, Bread, Butter/Jam, Egg/Omelette, Daliya on daily basis. 5) Sweet and Farsan Once in a week 6) Non-veg item (except red meat) twice in a month 7) Egg Curry once in a week 	
Total			

List of Items (Menu):***To be served at the rates at which they are to be served and the quantum that should be maintained.*****RATES PROPOSED TO BE CHARGE FOR THE ITEMS SERVED**

S. No	Items	Quantity	Measure	Rate offered in Rs.
	BEVERAGE			
1.	Hot Coffee	150 ml	Per Cup	
2.	Tea regular	150 ml	Per Cup	
3.	Tea Lemon/Green	200 ml	Per Glass	
4.	Lassi Regular	200 ml	Per Glass	
5.	Standard cold Drink All Brand available in the Market			As per MRP
6.	Mineral Water (Standard)	1litre	Per Bottle	As per MRP
	SNACKS			
7.	Samosa (Potato)	120 grams each	per piece	
8.	Kachori	120 grams each	per piece	
9.	Pastry	100 grams	Per Plate/1 piece	
10.	French Fry	01 Plate		
11.	Dabeli (01 Pcs.)			
12.	Vadapav (01 Pcs.)			
13.	Pettis		Per Plate	
14.	Bread Pakoda (2 piece)	100 grams each	Per Plate/2pieces	
15.	Vada (2 piece) each with Sambar	120 grams each	Per Plate	
16.	Bread and Butter (Two Slice of Bread with Butter spread)		Per Plate	
17.	Bread and Jam (Two Slice of Bread with Jam spread)		Per Plate	
18.	Ice Cream			MRP
19.	Curd			MRP
20.	Flavoured Milk			MRP
21.	Juices (Tetra Pack)			MRP
22.	Egg Omlette only (1 eggs)		Per Plate	

Note:

1. The above rates are applicable for the entire contract period mentioned in the document.
2. The tender should cater to any minor modifications in the menu items as requested by the students and approved by the Canteen Monitoring Committee without any additional cost.
3. The Tender should also include additional items in the menu as decided by the University. Price for such items will be decided based on the price of similar items on the existing menu list
4. Tenderer should also abide by the decision of the University and terms and conditions mentioned in the schedules.
5. Items will be added to the menu as and when available.

Signature of the Tenderer with seal

DECLARATION
(In letter head of the firm)

- 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 Company)

(To be printed on Supplier's letterhead)

INTEGRITY PACT

This pre-bid pre-contract Agreement herein after called the Integrity Pact is made on day of the month of, between, on one hand, the President of India acting through Registrar, Central University of Gujarat, Gandhinagar hereinafter called the “BUYER” of the first part and M/s.....represented by Shri, Director /Chief Executive Officer/ General Manager hereinafter called the “BIDDER/Seller” of the second part.

WHEREAS the BUYER proposes to provide the Mess cum Canteen service in Central University of Gujarat, Dabhoi, Vadodara and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
 - 12 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
 - 13 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case

while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS:

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit

- 5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the University through any one of the following instruments:
 - (i) Fixed Deposit Receipt
 - (ii) Banker's Cheque
 - (iii) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the University shall be treated as conclusive proof of payment.
- 5.2 The Earnest Money is normally to remain valid for a period of 90 (ninety) days beyond the date prescribed for the receipt of the tender.
- 5.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 5.4 In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE:

- 6.1 Performance Bank Guarantee is mandatory.
- 6.2 Successful tenderer/ bidder should submit 5% of the ordered values as performance guarantee as prescribed above to be received in the office of Registrar, Central University of Gujarat, Gandhinagar on or before 30 days from the date of issue of order acknowledgement. The performance bank guarantee to be furnished in the form of Bank Guarantee, for an amount covering 5% of the purchase order value.
- 6.3 The Performance Bank Guarantee should be established in favour of **“The Registrar, Central University of Gujarat, Gandhinagar”** through any Bank situated at Gandhinagar or outstation with a clause to be enforced the same on their local branch

at Gandhinagar.

- 64 Performance Bank Guarantee shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.
- 65 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 66 The performance bank guarantee shall be kept valid during the entire period of the contract and shall continue to be enforceable for a period of 90 days beyond the date of fulfilment of all contractual obligations including warranty period.

7. Sanctions for Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 72 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an

offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 73 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this pact.

8. Fall Clause

- 8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or autonomous body and if it is found at any stage that similar product/system or subsystem was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU or autonomous body at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. Independent monitors

- 9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Central University of Gujarat, Gandhinagar).
- 9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 9.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 9.5 As soon as the Monitor notices, or believes to notice, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 9.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department within 08 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 9.9 **INDEPENDENT EXTERNAL MONITOR (IEMs)**

The following officers are appointed as Independent External Monitor (IEMs).

Sr.No	Name	Email Id
01.	Shri Srinivasan Rangarajan, IRSME (Retd.), Trichy, Tamil Nadu	ramasalperi@gmail.com
02.	Dr. Sandeep Tripathi, IFS (Retd.), Bhopal, Madhya Pradesh	sandeeptrip.ifs@gmail.com

For any queries or observations of unethical issues you may approach them through emails.

10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Gandhinagar, Gujarat.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The parties hereby sign this Integrity Pact.

BUYER

BIDDER

Registrar, Central University of Gujarat,
Gandhinagar
Date & Place:

Signature with seal

Date & Place:

Witness

Witness

1. _____

1. _____

(Indenter)

2. _____

2. _____

ANNUAL TURNOVER CERTIFICATE ISSUED BY THE STATUTORY AUDITOR

Location:

Date:

From (Name & Address of the Statutory Auditor)

To

The Registrar,

Central University of Gujarat

Village Kundhela Tal: Dabhoi,

Dist: Vadodara (Gujarat).

Ref.: `

Sir,

We hereby certify that the average Annual Turnover for Financial Years 2020-21, 2021-2022, 2022-2023 of M/s..... (Name of the bidder) is not less than Rs. 06 Crore.

Note: Please attach necessary support documents

Yours Sincerely,

(Signature of Authorized Signatory)

Name of the Authorized Signatory:

Seal

**LETTER OF TRANSMITTAL
(In letter head of the firm)**

To,
The Registrar,
Central University of Gujarat

Dear Sir,

We, the undersigned, offer to Operating of MESS CUM CANTEEN Services for Students and Employees of the Central University of Gujarat in accordance with your Tender No. CUG/02/2024-25 dated 13/06/2024. We are hereby submitting our bid, 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 bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

The prices quoted by us in the Financial bid are valid till 60 days from the date of submission of the quotation. We confirm that this bid 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 conditions.

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

We understand that Central University of Gujarat 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 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

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 start
 - 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)

**CERTIFICATE
DECLARATION REGARDING BLACKLISTING/NON-BLACKLISTING**

I /We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/ company namely M/s. has not been blacklisted or debarred in the past by any organization from taking part in Government tenders. Or I / We proprietor / partner (s) / Director (s) of M/s..... hereby declare that the firm/ company namely M/S.....was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of.....years w.e.f..... The period is over on and now the firm/ company is entitled to take part in Government tender. In case the above information is found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by CUG and earnest money / EMD shall be forfeited. In addition to the above CUG will not be responsible to pay the bills for non-access.

Seal of the firm should be affixed.

Signature:.....

Name:

Capacity in which as signed:

Name & address of the firm:

.....
.....

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

LETTER OF TENDER CUM DECLARATION

To
The Registrar,
Central University of Gujarat,
Sector-29, Gandhinagar.

Sub: Tender for of Mess cum Canteen Service in Central University of Gujarat, at
Kundhela, Vadodara for the year 2023-24

Sir,

1. I/ We, the undersigned do hereby tender and undertake to provide Mess cum Canteen services in Central University of Gujarat, at Kundhela, Vadodara as described or intimated in the various schedules hereto annexed and the specifications thereto (which have been produced to and carefully examined by us) in strict accordance with and subject to the terms, provisions and conditions set forth or mentioned in the said schedules, specifications and appendices.
2. I/ We have gone through the instructions in the tender and carefully read all the conditions of tender and agree to abide by all the conditions mentioned there in.
3. I / We hereby state that I/we have remitted Rs.____/- (____) in the form of Demand Draft/Bankers Cheque No. -----Dated:....----- drawn on -----
--- Bank -----Branch, in favour of the Registrar, Central University of Gujarat as Earnest Money Deposit and agree to have it forfeited to the Central University of Gujarat in case of my / our failure to undertake the contract for the items accepted by the Tender Accepting Authority.
4. I/ We hereby certify that the lease amount quoted in this tender is final and I/ We will not come forward for any revision or alteration in amount quoted subsequently due to hike in prices or any other reasons. However I / We are aware of the right of the Tender Inviting Authority to negotiate with the tenderer quoted highest evaluated lease amount.
5. I / We confirm that our Tender is in conformity with the technical specifications and commercial terms & conditions as stipulated in the Tender Document and without any deviations whatsoever. I am / We are aware that our Tender is liable for disqualification in the event of technical and commercial deviations observed by the Tender Accepting Authority at a later date during the process of evaluation of our Tender.
6. I/ We further declare that the information and documents furnished in the Tender submitted by us are correct and genuine. I am / we are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and / or Security Deposit and blacklisting me / us if, any information furnished by us proved to be false at the time of inspection and not complying with the tender conditions.
7. I/ We state that I/We have not been blacklisted or debarred from participating tenders by the Central/State Government agencies or autonomous bodies or Universities / institutions.
- 8)
8. In the event of my / our tender becoming successful, I / We undertake and agree to forward to the Registrar, Central University of Gujarat in (10) ten days, after the notification of the acceptance of this Tender has been received by us, the Security Deposit as demanded in the form and manner required as security for the due fulfillment of our Contract.
9. We undertake and agree that we will not withdraw this Tender during the period that will

be required for intimation of acceptance or non-acceptance as stipulated in the Tender document. If I / we do so withdraw, I / we shall forfeit the Earnest Money Deposit to Central University of Gujarat. I / we agree to execute at our cost the Agreement in (10) ten days after the notification of the acceptance of our Tender has been received by us. In the event of our failing to make the Security Deposit or to execute the Agreement in the said manner, the Earnest Money Deposit accompanying this Tender shall be forfeited to the Central University of Gujarat and this concluded Contract shall in such case be considered as having been cancelled or terminated and I / we agree to be liable, irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

10. As witness our hand thisday of..... 2024.

Signature of the Tenderer:

Name & Address:

Company Seal:

**TENDER FOR MESS CUM CANTEEN OF
CENTRAL UNIVERSITY OF GUJARAT
KUNDHELA, VADODARA**

BANK CERTIFICATE REGARDING CREDIT FACILITY

This is to certify that Mr./Mrs. or Miss is a reputed person/company with a good financial standing. If the contract is given for running the Mess cum Canteen service in the **Central University of Gujarat**(Ref. Tender No. CUG/02/2024-25) for the above person/firm, we will be able to provide overdraft/credit facility to them for Rs...../-

(Rupeesonly) to meet their working capital requirement for executing the above contract.

Date:

Place:

Signature and Designation of the
Authorized Officer.

Name and Address of the Bank.

**DECLARATION ABOUT FAMILY MEMBERS WORKING IN CENTRAL
UNIVERSITY OF GUJARAT**

I/WE.....do hereby certify that neither myself nor any of my family members (as defined in tender conditions) are employees of the Central University of Gujarat.

I/We are aware that in event of wrong declaration tender submitted by me is liable to be rejected summarily.

Tenderer:

Name:

AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

No.

Date

To,
The Registrar,
Central university of Gujarat
Gandhinagar – 382030.

Subject: Tender No. CUG/02/2024-25 Due on 26/06/2024

Sir,

Mr/Ms has been authorized to be present at the
time of opening of above tender on my/our behalf.

His/her attested signatures are as under:

Yours faithfully,

Signature & Seal of the Bidder

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Three Hundred or as applicable)
(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GANDHINAGAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GANDHINAGAR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GANDHINAGAR. GUARANTEE/BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTABLE.)

To,
Registrar,
Central University of Gujarat
Near Jalaram Mandir, Sector-29,
Gandhinagar – 382 030.

LETTER OF GUARANTEE

WHEREAS Central University of Gujarat, Gandhinagar (Buyer) have invited Tenders vide Tender No..... Dt. to hire **Mess Cum Canteen Services** AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to provide service etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“The Registrar, Central University of Gujarat, Gandhinagar”** in the form of Bank Guarantee for Rs and valid till [90 (ninety) days beyond the date of completion of the installation, commissioning and all other contractual obligations of the supplier including the free warranty period, may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.]

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Central University of Gujarat, Gandhinagar on demand and without protest or demur Rs. (Rupees.....).

This bank further agrees that the decision of Central University of Gujarat, Gandhinagar (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Central University of Gujarat, Gandhinagar (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).

2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if University serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims, if any, against this Bank Guarantee shall be enforceable at our branch office at situated at
(Address of local branch).

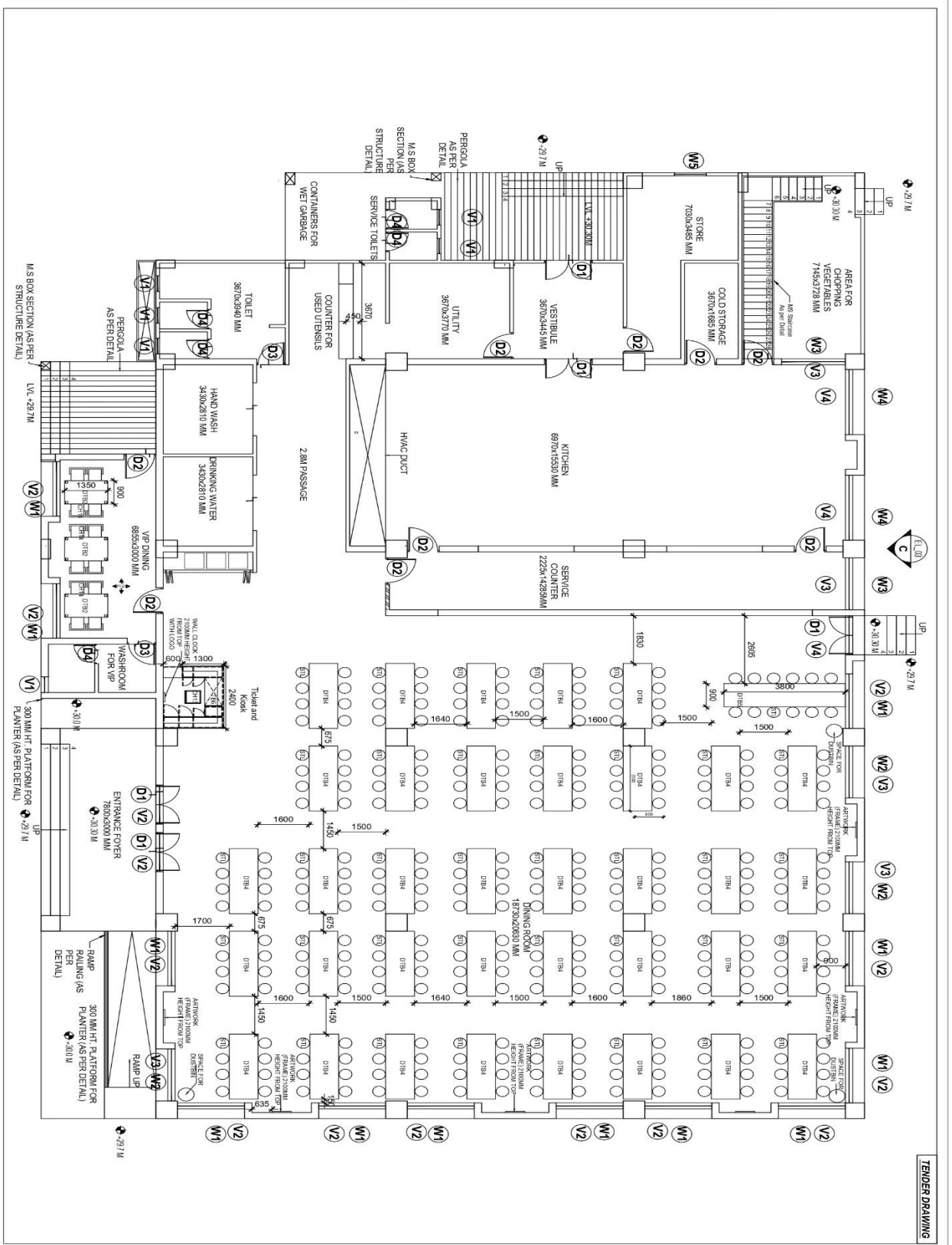
Yours truly,

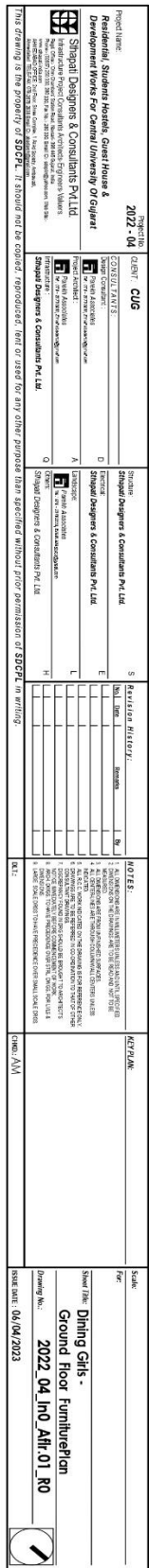
Signature and seal of the guarantor:

Name of Bank:

Address:

Date





Check List

1.	Contact details along with Email IDs, Phone Numbers	Yes / No
2.	PAN /GOI registration any other document (specify)	Yes / No
3.	GST Registration No. (Please attach copy)	Yes / No
4.	Latest GST Return (Please attach copy)	Yes / No
5.	Shops & Establishment Registration Certificate as valid Canteen Services (Y/N)	Yes / No
6.	Authorized Distributors/agencies must submit appropriate authorization certificate and letter from their Owners, for participation in the said tender. (Y/N)	Yes / No
7.	Whether the bidder has average Annual Turnover of Rs. 06 Crore for Financial Years: 2020-21, 2021-22, 2022-23 as per Bid Document? (Y/N)	Yes / No
8.	The Establishment is registered with the Government Please give details of the registration number, license Number along with document/ evidence	Yes / No
9.	The agency is complying with the labour legislations, such as ESI, EPF, Gratuity Act etc.	Yes / No
10.	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.	Yes / No
11.	Whether the bidder has minimum 3 ongoing live sites of Operating of Canteen-Mess in in Departments/Autonomous Institutions/Universities/PSUs of the Govt. of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities?	Yes / No
12.	Power of Attorney/Authorization for signing the bid documents.	Yes / No
13.	Whether the bidder has agreed to all terms and conditions as mentioned in the bid document? Undertaking shall be submitted on the company letter head by its authorized signatory along with technical bid	Yes / No
14.	Self-declaration that the bidder has not been blacklisted by any state/central government in India.	Yes / No
15.	Satisfactory performance certificates from Three different existing clients.	Yes / No
16.	Food safety and standard Act 2006 and also compliance under FSS Act.	Yes / No
17.	Details of DD towards EMD	Yes / No
18.	Declaration	Yes / No
19.	Integrity Pact	Yes / No
20.	Annual Turnover Certificate issued by the Statutory Auditor	Yes / No

21.	Letter of Transmittal	Yes / No
22.	Format for Performance Certification	Yes / No
23.	Bank Certificate Regarding Credit Facility	Yes / No
24.	Declaration About Family Members Working in Central University of Gujarat	Yes / No
25.	Letter of Bank Guarantee	Yes / No