



GUJARAT BIOTECHNOLOGY UNIVERSITY
Gujarat International Finance Tech (GIFT) - City, Shahpur Village,
Gandhinagar-382355, Gujarat.

BID NO. GBU/ADMIN/HOTEL_SERVICES/2024 Date. 20/09/2024

EXPRESSION OF INTEREST (EOI)

for

“Empanelment of Hotels”

for Providing Hospitality Services

Starting Date of Sale/ Downloading : 24.09.2024
of EOI document

Tender Fees : Rs. 1500/- inclusive GST

Pre-Bid meet : 30.09.2024

Last date of receipt of EOI : 08.10.2024

Date of opening of Technical Bid : 09.10.2024

**Date of opening of Price Bid : The financial bid will be
opened for Technically
qualified bidders only.**

**REGISTRAR
GBU**

GUJARAT BIOTECHNOLOGY UNIVERSITY

Sealed **EOI documents** are invited by The Gujarat Biotechnology University from Hotels (including 5-Star) located in the area spread around 10 Kms approximately from the university located at Gift-city Gandhinagar, for providing "**Hotel services**" for GBU officials on official tours and visiting dignitaries under two Bid system i.e. **(i) Technical Bid**, and **(ii) Price Bid**.

1. EOI documents and details of terms & conditions for tenderer may be downloaded from GBU Website www.gbu.edu.in, however in such case, Bid/tender fee of Rs.1500/- (inclusive of GST) in the form of Demand Draft in the favour of the Registrar, Gujarat Biotechnology University payable at Gandhinagar to be enclosed along with the bid documents to become eligible to submit the same.
2. The sealed bid super-scribed at the top of envelope as "**Tender for providing Hotel Empanelment**", containing Technical Bid & Price Bid in separate cover and should be kept in single envelopes. The bidder should duly signed & stamped each pages of the bid document & it's enclosures and submit the same at the university address on or before 08/10/2024
3. All participating Bidders are requested that the amount of Bid fee of Rs.1500/- (including GST) should be in the favour of Registrar, GBU and Payable at Gandhinagar.
4. Bids received after the due date and time shall not be accepted and will be rejectable.
5. Technical Bids shall be opened on 09/10/2024 at 15.00 p.m. in the presence of constituted committee of GBU and the representatives of bidders.
6. Based on the recommendations of constituted committee report, the technical bid will consider for opening of the hotels. The technically qualified bidders are eligible for the Price Bid opening. Date and time for the opening the Price Bid will be communicated to the technically qualified bidders.
7. GBU reserves the right to accept or reject any or all offers, without assigning any reasons thereof, before award of the contract/empanelment/LOI.
8. The terms and conditions of the bids may be amended before the due date of submission. Bidders are advised to keep track on the website for any corrigendum/addendum issued.

Terms and conditions for the Contract

1.0 Definitions:-

- 1.1 “**University**” means Gujarat biotechnology university and shall include their legal representatives, successors and permitted assignees.
- 1.2 “**Contract**” means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions.
- 1.3 “**Hotel**” shall mean the hotel, its owner and shall include the legal representatives, successors and permitted assignees.
- 1.4 “**Competent Authority**” means Registrar and his successors.
- 1.5 “**Officer In Charge**” shall mean the officer of the University, not below the level of Deputy registrar, designated by “Competent Authority” as the case may be, who shall supervise and be in-charge of such works.
- 1.6 “**Care Taking Section**” shall mean the Administration Division of the University to see the hotel booking and payment release.

2.0 INSTRUCTIONS FOR BIDDERS:-

- 2.1 The hotels located in the area spread around 10KM approximately near to the Gujarat Biotechnology University shall be eligible for submission of tender bid.
- 2.2 All prospective bidders shall submit their Bid in two envelopes superscribed as **Envelope “A” & Envelope “B”** which will be contained inside One big main envelope addressed to “**The Registrar**” **Gujarat Biotechnology university**. The sealed envelope must be submitted/ reach on or before **08/10 /2024** **Each envelope shall be super-scribed as detailed below:**

Main envelope	Contents inside sub-envelopes	
Tender for Hotel services	Envelope “A”	Technical Bid, Tender Fee and supporting documents for eligibility/qualifying criteria
	Envelope “B”	Financial Bid in prescribed format

- 2.3 The Technical Bids shall be accompanied with Demand Draft(DD) in favour of Registrar, GBU.
- 2.4 Price Bids shall be opened for those bidders only who technically qualified. The suitable date and time for opening of price Bids shall be communicated to the technically qualified bidders later on.

- 2.5 The University shall be empaneling the hotels located in the area spread around 10 Kms approximately from GBU Gift City Gandhinager under each category of **3, 4 & 5 Star hotel**, subject to the acceptance of prices offered by Hotel for “**Hotel services**” for GBU officials and Dignitaries.
- 2.6 The Hotel should have a conference hall to accommodate at least 100 to 300 persons (with projector, screen & mike facility). This facility may be utilized by GBU, if any function or event think-fit to hold at hotel premises.
- 2.7 The Hotel should have proper in-house arrangements to provide meals (Vegetarian & non-vegetarian) to the guests.
- 2.8 Tenders received without relevant documents as mentioned in clause No. 5 & 6 below for meeting eligibility requirements shall not be considered for opening of Price Bid.
- 2.9 The bid shall remain valid for a period of 180 days from the date of opening the Technical Bid.
- 2.10 Interested bidders are requested to quote their **most competitive rates** (as per the format specified in **Schedule ‘B’**).
- 2.11 The Rates should be quoted for Single & Double sharing basis excluding GST.
- 2.12 The above rates should be quoted for Single & Double sharing basis, which include the breakfast.
- 2.13 Technical & Price Bids shall have to be submitted in the Format as per **Schedule ‘A’** and **Schedule ‘B’** respectively. This rate is initially valid for a period of one year and thereafter subsequently extended based on mutual consent of the GBU authority.
- 2.14 The Conditional Bids or the Bids not accepting the terms and conditions will be rejected.
- 2.15 The selected Bidders shall not assign or sublet this contract or any part of it to any other agency in any form. In the event of doing so, it shall result in termination of empanelment.
- 2.16 Either party shall be entitled to terminate the contract by giving 30 days’ notice in writing to the other party without prejudice to other rights and remedies available to it.
- 2.17 The University reserves the right to modify and / or amend any of the above stipulated conditions / criteria depending upon its requirement. The university also reserves the right to cancel the bid & contract without assigning any reason thereof.
- 2.18 The empaneled hotel shall be responsible to make hotel booking for the officers of the GBU on the request of the authorized officer of the University.
- 2.19 The prospective bidders should have the compliance of all the relevant Laws, Acts and regulations as applicable from time to time, to safeguards of the interest of the public at large.
- 2.21 The committee of GBU shall visit the hotels to check the facilities viz. room sizes, extra table & chair for guest(s), TV, Wifi facility, drinking and common dinning area etc. to see the suitability of hotel in accordance of GBU needs.

- 2.22 On the basis of the report of the committee, the hotels will be shortlisted, and Price Bids of only shortlisted Bidders shall be opened to identify the lowest rates offered in each category of hotel (3,4 & 5 star). All the shortlisted Bidders who agree to provide services at the lowest quoted rates i.e. L-1 with terms and conditions of the bid documents, may be empaneled with GBU. The successful Bidders shall enter into an agreement on non-judicial stamp paper of Rs. 300/- as per format attached herewith.
- 2.23 The University may terminate the contract by giving a notice of 30 days in case of breach of any of the terms in the contract or any one or more clauses or if the proprietor of the hotel becomes insolvent or fails / neglects to carry out instructions of the university.
- 2.24 In case of any clarification required, you may send your queries on email to rajeshveer.maurya@gbu.edu.in within 07 days of Bid publishing date.

3. DURATION OF CONTRACT: - The duration of this contract shall be initially for a period of 12 months from the date of contract start date as is to be mentioned in the Agreement to be signed by successful bidders(s). However the duration can be extended further for a period of upto 24 months subject to satisfactory services and the need of GBU.

4: TERMS OF PAYMENT:

- 4.1 The bills to be raised by the Hotel shall clearly mention the billing components (basic tariff, taxes & levies).
- 4.2 The bill should be accompanied with Check in & check-out slips duly signed by the guests.
- 4.3 The bills of the hotel shall be accompanied with a copy of the booking order duly issued by authorized signatory of GBU.
- 4.4 The Hotel shall submit the bills to Admn. Division of the University by 15th of following month.
- 4.5 There shall not be any advance payment towards booking of rooms.

5. ELIGIBILITY CRITERIA FOR BIDBIDDERS:

In order to become eligible, the Hotels should have the following documents:-

- 5.1 Ownership proof
- 5.2 Registration for GST
- 5.3 Income Tax Registration/PAN
- 5.4 Registration under Luxury Tax Dept. of Gujarat
- 5.5 Registration with GMC/AMC/ Local authority for Health and Trade Licence
- 5.6 Registration with Fire Department for Fire Licence

6. Documents to be accompanied (in the Technical Bid):

The Technical Bid shall comprise of the following documents: -

- 6.1 The DD in favour of The Registrar, GBU payable at Gandhinagar as tender fee.
- 6.2 Photo Copy of the ownership certificate.
- 6.3 Photo Copy of GST Registration certificate in the name of registered owner.
- 6.4 Photo Copy of PAN or Income Tax Certificate in the name of registered owner.
- 6.5 Photo Copy of the certificate of registration under Tax on Luxury Act, Gujarat

- 6.6 Photocopy of Health / Trade License issued by State Govt..
- 6.7 Photocopy of Fire License issued by State Govt.
- 6.8 Photocopy of the license obtained from FSSAI
- 6.9 Signed & stamped copy of all the documents including tender documents.

7. Code of Ethics:

The purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such contracts. If the Bidders are found in Bid pooling, cartelization or against law on fraud and corruption then their firms may be debarred from participation in all GBU tenders for three years.

8. DISPUTE RESOLUTION BETWEEN GBU AND TENDERER

1. AMICABLE SETTLEMENT:

- i. The parties (i.e. GBU and Bidder) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any party may have in law or in equity.
- ii. In the event of any conflict or dispute arising out of or in connection with the tender, the parties shall endeavor to settle such disputes amicably, if a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the GBU and tenderer and shall be chaired by the Director General or authorized representatives nominated by DG,GBU. If the Dispute Resolution Committee is not able to resolve the matter within 90 (thirty) days of its formation, the dispute shall then be referred to Arbitration.

2. ARBITRATION: In the event of any conflict/dispute arising out of or in connection with the tender, which has not been resolved in accordance with the procedure laid down in clause 1 above, the aggrieved party may invoke Arbitration by sending a written notice to the other party. The procedure for appointment of the Arbitral Tribunal shall be as follows:

- i. The matter shall be referred by either party to Head of Administration Division, GBU Head Office for appointment of Sole Arbitrator.
 - ii. The venue of the Arbitration shall be at GANDHINAGER and shall be governed by provisions of the Arbitration & Conciliation Act, 1996 as amended by the Arbitration & Conciliation (Amendment) Act 2015 (3 of 2016) and amended from time to time. The Arbitration proceedings can also be conducted in the English language.
 - iii. The arbitration shall be conducted online/Offline, as per the discretion of the Arbitral Tribunal.
 - iv. The cost of the Arbitration shall be equally borne by both the parties.
 - v. The award of the arbitrator shall be final and binding on the parties.
- 3.** The Bidder shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the tender, shall be subject to the exclusive jurisdiction of the Court at GANDHINAGER

Terms & Conditions accepted

Signature
Authorized Signatory with seal

SCHEDULE 'A'

TECHNICAL BID

1. Proof of payment for tender fee of Rs._____ /-
2. Authorization Letter to sign this bids/Contract/Agreement
3. Copy of the ownership certificate.
4. Copy of GST Registration certificate in the name of registered owner.
5. Copy of PAN or Income Tax Certificate in the name of registered owner.
- 6 Copy of the certificate of registration under The Gujarat Tax on Luxuries
(Hotels and Lodging Houses) Act, 1977
- 7 Copy of Health / Trade License issued by State Authority.
- 9 Copy of Fire License issued by State Fire Service.
- 10 Copy of the license obtained from FSSAI
- 11 Signed & stamped copy of all the documents including tender documents

Note: Bidder must enclose self-attested copies of the aforesaid documents

Date:

Place:

Signature
Authorized Signatory of the Bid Bidder
(With name and Stamp)

Name of Authorized Signatory

Name of Hotel:

Address :

Email ID :

Contact Phone Number:

Agreement for Hotel Empanelment

This agreement is executed on this day of _____

Between

GBU is established through the Gujarat act 16 of 2018, Department of Science & Technology Government of Gujarat having its Main Campus at Gift City Gandhinagar Gujarat (hereinafter referred as University) which expression shall include its successors and assigns, of the one part

AND

M/s-----, a proprietorship/ partnership/ Pvt. Ltd./ Ltd., having its registered office at -----, acting through Shri _____, hereinafter referred to as the hotel, which expression shall include his successors, representatives and assignees, of the other part.

Whereas M/s. ----- shall provide hotel services to the officers and guests of Gujarat Biotechnology University on the advice of GBU Registrar on the agreed terms and conditions from -----

_____.

NOW IT IS agreed by and between the parties as under:-

1. The Agreement for providing Hotel Service to the officers and guests of GBU and shall be effective from ----- to----- have come into force on 1st -----
_____.
 2. The Agreement shall be valid from ----- to -----.
 3. The hotel shall allow the stay of GBU officers/staff and guests, on the basis of getting the booking order duly issued by authorized signatory of University i.e. _____.
 4. The hotel will provide and maintain the quality of stay (room should be neat & clean) and meal arrangements.
 5. The Hotel should have proper in-house arrangements to provide meals to the guests.
 6. The hotel will provide the hotel services for the entire period i.e. till validity of agreement as mentioned at serial no.1 above on the following rates:-
 - Single occupancy : Rs -----/- per day (with or without major meal)
 - Double occupancy : Rs-----/- per day (with or without major meal)
- Note:** The above rate should be mentioned at the time of Agreement only.
7. The above charges will include. There shall not be any advance payment towards booking of rooms. Taxes as admissible shall be extra.

8. The Bills shall be submitted by the Hotel on monthly basis. The bills raised by the Hotel shall clearly mention the billing components (basic tariff, taxes & levies) and shall be accompanied with a copy of the booking order duly issued by authorized signatory of University at time of payment. There shall not be any advance payment towards booking of rooms.
9. The authorized signatory for placing the order will be Registrar or his assignee/successor.
10. No sub-contracting by the hotel shall be allowed for providing the Services as prescribed vide this agreement. In the event of doing so it shall result in termination of empanelment.
11. The Hotel shall comply with all Acts, bye laws and statutory regulations applicable from time to time in the Govt of Gujarat about performance of work and the GBU shall have no liability in this regard. During the period of the validity of the contract the hotel should have valid legal documents as mentioned in the bids i.e :
 - Registration for Goods & Service Tax
 - Income Tax Registration i.e. PAN
 - Registration with GBU/ Issued by concerned authorities i.e. Municipal Corporation of Gandhinager for Health Licence
 - Registration with GMC/AMC/Local office approval/ GUJARAT Police/ for Trade Licence
 - Registration with Fire Department for Fire Licence.
 - FSSAI Licence from the concerned authorities.
12. Either party to the agreement shall be entitled to terminate the agreement by giving 30 days' notice in writing to the other party without prejudice to other rights & remedies available to it or if the proprietor/Partner/Director of the hotel becomes insolvent or fails/ neglect to carry out the instructions of the GBU. However, GBU may terminate the present agreement without assigning any reason whatsoever.
13. The Hotel agrees to the deduction on account of statutory obligations as per Government notifications & rules, time to time.
14. In case, if, it is noticed and found at any stage that the statutory regulations as mentioned in the tender document are not being complied with, then the GBU shall have the right to terminate the contract without giving any notice or recover such amount from the unpaid bill amount.

The parties hereto acknowledge that this agreement constitutes the entire agreement between, and the tender document and its annexures are also part and parcel of this agreement.

15. In case, if, it is noticed and found at any stage that a complaint has been raised by the guest (s) the quantum of penalty which will be imposed is as under:

- (i) On receiving complaint for 1st time –05% of the bill amount.
- (ii) On receiving complaint for 2nd time – 10% of the bill amount
- (iii) On receiving complaint for 3rd time – 20% of bill amount and termination of agreement.

16. For any dispute or differences arising between the parties for this agreement the same shall be referred to the Sole Arbitrator appointed by Registrar Gujarat Biotechnology University. Such sole arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 (As amended up to date). There shall be no objection by the parties for appointment of such person as Arbitrator. The award of the Arbitrator so appointed shall be final and binding on the parties to this Agreement

The venue of the Arbitration shall be at Gandhinager

The cost of Arbitration shall be equally shared between the parties

Language of Arbitration proceedings shall be English and Gujarati

The Courts in the city of Gandhinager shall have exclusive jurisdiction

IN WITNESS of above both parties have set their hands to the agreement along with its schedule on the date and month first written in the presence of the witnesses.

Signatures of:

For Gujarat Biotechnology University near Gujarat International Finance Tec-City, Gujarat International Finance Tec-City, Gandhinagar, Gujarat 382355	M/s ----- Through Sh..... (Authorized Signatory)
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Witness

Witness

1.

(Signature & name and address)

(Signature & name and address)

2.

(Signature & name and address)

(Signature & name and address)

Schedule-B

Price Bid/ Financial Bid

A. With Breakfast

<u>Particulars</u>	<u>Category of Star Rating by HRACC</u>	<u>Rates per day (for single occupancy)</u> (Rs.)	<u>Rates per day (for double occupancy)</u> (Rs.)
Room Tariff	3 star		
	4 star		
	5 star		

B. Rate of Lunch Or Dinner (May quote on separate sheet, if required)

<u>Particulars</u>	<u>Category of Room</u>	<u>Rates per day (Rs.)</u>
Rate of Fixed lunch (02-Sabji, Chappati/Butter roti/Puri, Chas, Dal and Jera Rise)	3 star	
	4 star	
	5 star	
Rate of Fixed Dinner (01 sabji, Chappati/Butter roti/Puri, Chas, Dal and Jera Rise, Sweet)	3 star	
	4 star	
	5 star	

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<u>Sr.No</u>	<u>Particulars</u>	<u>Charges Rs./-</u>
1.	Hotel to GBU – drop charges	
2.	GBU to Hotel – pickup charges	
3.	Airport Pick-up charges	
4.	Air port drop-up charges	

<u>Particulars</u>	<u>Rates per Day (Rs.)</u>
Conference Room Tariff which includes (2 times tea & buffet lunch or Dinner.)	
Projector	
Audio mikes	

- The room tariff should include the Breakfast.
- The tariffs in the above table should be excluding of GST as applicable.
- No other charge will be payable.

Date:

Place:

Signature
Authorized Signatory of the Bid Bidder
(With name and Stamp)