

NOTICE INVITING TENDERS

Through

E-Procurement

For

**RUNNING OF FOOD COURT IN THE INSTITUTE CAMPUS OF IIT
NUZVID, RGUKT**

Proprietary & Confidential



RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES

IIT- Nuzvid

Mylavaram Road, Nuzvid-521202, Krishna Dist., A.P

Phone No:8333981187


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News paper advertisement

	RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES Nuzvid, Krishna District, Andhra Pradesh- 521 202
Ref: IIIT/Nzd/Engg/Food court/T04/2017	dt: 14.11.2017
<u>Short Tender Notice</u>	
Online tenders are hereby invited from reputed firms/Contractors for the following work in the premises of RGUKT, Nuzvid campus.	
1. Running of Food court in the Institute campus of IIIT Nuzvid, RGUKT.	
Interested bidders can download and submit the bids online from 30.11.2017 from 11.00 AM to 15.12.2017 up to 05:00pm through https://tender.apecurement.gov.in (AP Portal). For further details please visit our website: www.rguktn.ac.in or https://tender.apecurement.gov.in (Andhra Pradesh Portal)	
Sd/- Administrative Officer	

Time Schedule of various Tender related events

(Running of food court in the institute campus of IIIT Nuzvid, RGUKT)

Bid calling date	14.11.2017
Bid document downloading start date	30.11.2017 at 10.30 am
Bid document download last date	15.12.2017 at 05.00 pm
Last date & time for uploading of documents online	15.12.2017 at 05.30 pm
Last date & time for submission of documents (hard copies)	16.12.2017 at 02.00 pm
Technical bid opening date & time	16.12.2017 at 3.30 P.M
Price Bid opening date & time	22.12.2017 at 4.30 PM
Bid Document Fee	Rs. 5000/- by way of DD form (Non-Refundable) from any Nationalized bank in favor of The Director RGU IIIT, Nuzvid payable at Nuzvid
Contact person	Administrative Officer, RGUKT, Nuzvid
Reference No:	IIIT/Nzd/Engg/Food court/T04/2017

Note: If the date mentioned above happens to be holiday, the process will be correspondingly postponed to next working day at the same time.

CLARIFICATIONS:

- i. Queries if any can be made through e-mail only to procurement@rguktn.ac.in on or before 05.12.2017. Queries received via any mode other than e-mail id mentioned above will not be entertained. The queries should only be sent in following format on the official letter head of the company.

S. No.	Page No. (Tender Ref.)	Clause (Tender Ref.)	Description (Tender Ref.)	Query

- ii. The addendum/corrigendum if any shall be published on RGUKT-Nuzvid's website i.e. www.rguktn.ac.in as well as on e-procurement platform <https://tender.ap PROCUREMENT.gov.in>.

- iii. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued if any during pre bid meeting in their bid.
- iv. If any modifications/amendments/corrigendum related to tender, the bidders are requested to check the E-procurement website as well as RGUKT Nuzvid website thoroughly. No other mode of notice will be given.
- v. **After uploading the documents, the copies of the uploaded technical bid documents along with original Demand Drafts in respect of Bid Security and Bid document fee have to be submitted. Physical submission of price bids will not be entertained.**

Sd/-
Administrative Officer
RGUKT

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless extended by an official notification or happen to be Public Holidays. For the assistance in the online submission issues, the bidder may contact the help desk of M/s. VUPADHI (<https://tender.apecurement.gov.in>) at their e-mail address: contact@vupadhi.com, Phone: +91 40-39999700, 39999701.

For any clarification and further details on the above tender please contact:
8333981187

DECLARATION

FROM:

Dt.

To,
The Administrative Officer,
RGUKT,
Nuzvid-521 202

Dear Sir,

Sub.: Running of Food court in the Institute campus of IIIT Nuzvid, RGUKT.

With respect to the tender notice published in the above mentioned daily newspaper,

I/We here by submit my/ our tender in a required format.

I/We have adhered to the requirements prescribed by RGUKT Nuzvid. I/We have carefully gone through the guidelines/ terms and conditions and prescribed format and I/We accept the same without any alternations/ modifications.

I/ We here by solemnly declare that any of our partners jointly or severally and / or individually or our firm / company/ associate company have not been black listed by the central govt. or any state govt. or it's under taking Institutions.

I / We here by further declare that, if the above declarations is found untrue the RGUKT ,Nuzvid., shall be entitled to take any legal action against us severally and or individually or our firm / company in this regard in any manner that may deem fit by RGUKT, Nuzvid.

I/ We understand and accept that you are not bound to accept the lowest or any tender you may receive.

YOURS SINCERELY

SIGNATURE & STAMP OF THE TENDERER

INVITATION FOR BIDS

Ref. No: IIIT/Nzd/Engg/Food court/T04/2017

Sub.: Running of food court in the Institute campus of IIIT Nuzvid, RGUKT.

Bids are invited on the e-procurement platform from the eligible firms/suppliers/persons/contractor/service providers for running of food court in the institute campus of IIIT Nuzvid, Krishna District. The details of bidding conditions and other terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e. <https://tender.apecurement.gov.in>.

- 1) Bidders would be required to register on the e-Procurement market place "<https://tender.apecurement.gov.in>" and submit their bids online. On registration with the e-Procurement market place they will be provided with a user id and password by the system through which they can submit their bids online.
- 2) The bidders need to scan and upload the required documents as per the Check list given. Such uploaded documents pertaining to technical bid need to be attached to the tender while submitting the bids online. The attested copies of all these uploaded documents of technical bid, signed undertaking of Tenderer should be submitted offline to Administrative officer, IIIT, Nuzvid by **02.00 PM of 16.12.2017**. The IIIT, Nuzvid will consider only the bids submitted through on-line copies of the paper based bids.
- 3) The participating bidder/s will have to pay tender processing fee (non-refundable) for the amounts specified in the Schedule of Requirements, in the form of Demand Draft drawn from any Nationalized Bank, in favor of Director, RGU IIIT, Nuzvid, payable at Nuzvid.
- 4) Further the bidder/s shall furnish, as part of bid, the Bid security for the amounts specified in the Tender Document to be paid in the form of DD by any Nationalized bank in the crossed Demand Draft drawn in favor of Director, RGU IIIT, Nuzvid along with bids.
- 5) Further all the participating bidders have to electronically pay a nonrefundable transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform", as per the Government Orders placed on the e-procurement website.
- 6) IIIT Nuzvid will not accept the tenders from blacklisted firms or undependable Suppliers/persons whose past performance with IIIT Nuzvid, RGUKT was found poor due to delayed and/or erratic firms/persons/suppliers and those with frequent product failures, and also against whom there have been adverse reports of Sub Standard Quality / Poor Service in work, as defined in the other parts of the Bidding document.
- 7) Note: For any clarification and further details of the above tender please contact Telephone no.83339 81187.

STATEMENT OF IMPORTANT LIMITS/ VALUES RELATED TO BID

Name of the Work	Running of Food court in the Institute campus of IIIT Nuzvid, RGUKT.
EMD	Rs.50,000 (by way of Demand draft from any nationalized bank any nationalized bank. DD from other than nationalized banks will not be accepted)
Bid Validity Period	180 days from the date of opening of financial bid
EMD validity period	90 days from the date of opening of financial bid
Period of contract	The contract is initially for a period of 2 year. The contract may be extended for one more year based on the performance of the agency and/or institute needs.
Period of furnishing performance security deposit	Within 7days from date of receipt of award
Security Deposit	Rs.2,50,000/-
Period for signing the order of acceptance	Within 14days from date of receipt of notification of award
Payment Terms	
Payment of License Fee	The bidder has to pay the fixed license fee monthly on sq.ft basis- Rs.6/sq.ft
Area earmarked for food court	<ul style="list-style-type: none"> • 3100sq.ft
Monthly fixed license fee need to pay	<ul style="list-style-type: none"> • Rs.18,600/-
Placing work orders	<ul style="list-style-type: none"> • IIIT Nuzvid will place order on identified successful bidder • If decided IIIT Nuzvid can split the order basing on the quoted price and service track record. The decision of IIIT Nuzvid is final in this regard.
Transaction fee	All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores & service tax applicable @ 15.00% as levied by Govt. of India on transaction fee through online in favor of MD, APTS. The amount payable to APTS is non refundable. Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through

	demand draft in favor of Managing Director, APTS, Hyderabad towards corpus fund at the time of concluding agreement.
Transaction fee payable to	The Managing Director, A.P. Technology Services Ltd., Hyderabad
Bid submission	Online
Procedure for bid submission	<p>Bids shall be submitted online on https://tender.apecurement.gov.in platform</p> <ol style="list-style-type: none"> 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website https://tender.apecurement.gov.in 2. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place. 4. The bidders should scan and upload the respective documents in Pre-Qualification and Technical bid documentation including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity. 5. The hard copies of all the uploaded Technical documents to be attested by a Gazetted Officer or properly notarized or self attested. 6. The rates should be quoted in online only
Other Conditions	<ol style="list-style-type: none"> 1. After uploading the documents, the copies of the uploaded technical bid documents, original Demand Drafts in respect of Bid Security and Bid document fee are to be submitted by the bidder to the "The Administrative Officer, RGUKT, IIIT-Nuzvid, Mylavaram road, Nuzvid", by 02:00PM on 16.12.2017. 2. Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. 3. The IIIT- Nuzvid shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited. RGUKT will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded

	<p>documents.</p> <p>4. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation.</p> <p>5. Important Notice to Contractors, Suppliers and Department users (i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.</p>
Evaluation Procedure	<ol style="list-style-type: none"> 1. The Tenders will be opened on 16.12.2017 at 3:30 PM by the AO, IIIT, Nuzvid or his authorized representative. 2. The Technical bids will be opened first on 16.12.2017 at 3.30 PM. The tenders will be evaluated so as to ascertain the capability of the bidders to execute work and also to assess whether the bidder satisfies the eligibility criteria as detailed in the above clauses. 3. The rejection of the bidder on technical grounds will be based on the failure to meet eligibility requirements. 4. Price bid of only those bidders, who have fulfilled the eligibility criteria specified in above clauses, will be considered and who does not fulfill the eligibility criteria will not considered and their tender stands rejected. 5. Any claims or disputes raised by the unsuccessful bidders in respect of selection process and non-allotment of award will have no legal validity and will not be enforceable against the IIIT- Nuzvid. No further correspondence will be entertained regarding the disqualification. 6. IIIT- Nuzvid reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. IIIT- Nuzvid also reserves the right to cancel the selection process for award of the contract at any time. The decision of the IIIT- Nuzvid is final and binding.

TENDER SCHEDULE

1. PREMEABLE

The Administrative officer, IIIT, Rajiv Gandhi University of Knowledge Technologies (RGUKT), Nuzvid invites online tenders for the services of "Running of Food court in the Institute Campus of IIIT Nuzvid".

2. SCOPE OF WORK

The Tender for "Running of Food court in the Institute Campus of IIIT Nuzvid, RGUKT".

3. FACILITIES PROVIDED BY IIIT

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3.1. IIIT, Nuzvid will arrange food court premises comprise of area of 3100sq.ft along with kitchen space and dining space. The raw material, grocery, food articles cooking fuel, cleaning/washing material/tools, utensils, cooking equipments and man power, tables, chairs, gas line shall have to be arranged by the contractor/licensee at his/her/their own cost.

4. ELIGIBILITY CRITERIA

- 4.1. The Price Bid should accompany a DD **Rs.50,000/- (Rupees Fifty Thousand only)** drawn on any Nationalized Bank in the Name of **The Director RGU IIIT, Nuzvid payable at Nuzvid** towards Earnest Money Deposit (EMD). Tender received without EMD or lesser amount will be summarily rejected. No exemption will be granted. Submission of the bid without EMD will not be entertained.
- 4.2. Licensee shall keep his/ their offer valid for a period of at least 6months (180days) from the date of opening of the tender. If any Licensee withdraws or amends impairs or derogates from the tender in any respect with in the period of validity of his offer, the EMD is liable to be forfeited.
- 4.3. The Licensee whether an Individual/Sole Proprietor, a Partnership Firm or a Limited/Private Limited Company or Corporation or Society , if they want to act through their agent/authorized representative or individual / Partner, should submit along with the tender, a Power of Attorney duly stamped and authenticated by a Notary Public or by the Magistrate in favor of the specific person whether he/they be individual / partner and in case of the Company / Society, are solution of the company/society duly authorizing such representative to submit the tender, sign agreements and to receive money and manage the contract.etc. The tender document shall be signed by such authorized representative of the Licensee duly indicating their full name and status below the signature along with official stamp of the Proprietorship / Partnership firm/ company/ society.etc. Those tenders which does not accompany such Power of Attorney, Resolution.etc shall become invalid and or liable for rejection.

- 4.4. IIIT Nuzvid, RGUKT may at any time after opening of the tender depute a team of its' officials to the site/Work place/ office of the Licensee to get the credentials of the information furnished by the Licensee verified by collecting the spot information as to the status, workmanship & quality of the services rendered by them. If any information furnished by the Licensee is found to be incorrect, the tender of such Licensee shall be liable for rejection.
- 4.5. The successful Licensee whose tender is accepted shall, within seven days from issuing/ receiving the Letter of Acceptance, be required to deposit an amount of **2,50,000/-** as security deposit by Demand Draft in the Name of The Director, RGU IIIT, Nuzvid , payable at Nuzvid and to attend in person or through a duly authorized representative at the Office of IIIT Nuzvid and execute the Contract Agreement with the IIIT Nuzvid as per the General Conditions/ Special conditions enumerated in the tender documents ,on a Non-Judicial Stamp Paper of Rs.100/-.If he/ she/ they decline/s or fail/s to remit the Security Deposit or to execute the contract agreement within the stipulated time, the entire amount of **Rs.50,000/-**(Rupees Fifty Thousand only) of EMD shall stand forfeited , without prejudice to IIIT Nuzvid, RGUKT right to rescind the contract and other rights and remedies warranted by the law.
- 4.6. In the event of refusal to carry out work by the successful Licensee on any grounds during the contract tenure, it's security deposit shall be forfeited.
- 4.7. The Security Deposit amount of **2,50,000/-** will be refunded to the Licensee within 90 days of completion of the contract subject to satisfactory performance of the Licensee's obligations under the contract and subject to such deductions as may be necessary for making up IIIT Nuzvid claims against the Licensee.
- 4.8. **The bidder should have successfully executed/provided similar work/service in Govt. / Semi Govt. Organization / Organizations / autonomous bodies / Educational Institutions for minimum 2 years. The bidder should submit the copy of work orders along with the relevant satisfactory performance certificate(s) for the work/service rendered from the same organization.**
- 4.9. Before submitting tenders, the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid.
- 4.10. **The rate negotiations could be held up to L3 bidder, if the difference between the L1 quoted rates and those quoted by L2 and L3 is within 5% of the L1 quoted rates. In case where the L1 bidder refuses to further reduce/increase his offered price and the L2 or L3 bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes L1 bidder. However, in such a situation, the original L1 bidder shall be given one more opportunity to match the discounted price. In case of acceptance, he would be treated as L1 bidder.**
- 4.11. **The work as a whole will be allotted in a single part to the licensee who is overall lowest in the merit order considering all items of work.**
- 4.12. The Committee nominated by Administrative Officer, IIIT Nuzvid, RGUKT shall evaluate all the bids received against NIT on the parameters indicated

under heading qualifying requirement. The decision of the Committee shall be final.

- 4.13. Issuance of Tender Documents to any party shall not construe that such party is considered to be qualified.
- 4.14. In case due dates of sale / receipt / opening of tender happens to be holiday in IIIT Nuzvid, RGUKT the needful will be done on next working day.
- 4.15. The bidders/contractors shall observe the highest standards of ethics during the submission of tender, procurement and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited
- 4.16. The Site for the work is either available or it shall be made available in the parts in a manner so as not to hamper the work.
- 4.17. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection straight way.
- 4.18. On acceptance of the tenders, the name of the authorized representative(s) of the tenders, who would be responsible for taking instructions from the IIIT Nuzvid, RGUKT and shall be communicated to the IIIT Nuzvid, RGUKT immediately after the allotment / start of work
- 4.19. The Administrative officer / Nominated Committee, IIIT Nuzvid, RGUKT does not bind itself to accept the lowest tender and reserves to itself the right to accept the whole or any part of the tender and the tendered shall be bound to perform the same at the rate quoted in this tender
- 4.20. Sales tax or any other tax on material or labour in respect of this contract shall be payable by the contractor and IIIT Nuzvid, RGUKT will not entertain any such claim whatsoever. The taxes which are applicable from time to time by the Govt. of AP / GoI are applicable at no additional cost to the Institute.
- 4.21. All the work given in the tender shall be treated as one unit for execution and these shall be awarded to one party alone who would be overall lowest.

5. RATES, TAXES AND DUTIES

- 5.1. The licensee should quote comprehensive discount by consideration of item rates listed in annexure, quality of material and by bidding to all terms and conditions in this document.**
- 5.2. Apart from the security deposit the successful licensee should pay total fixed license fee during contract period in advance in four parts. First part at the time of execution of agreement in the form of D.D in favour of "The Director RGU III Nuzvid" without fail, second part should be paid on 6th month of contract period, third part should be paid on 12th month of contract period and final part should be paid 18th month of contract period.**
- 5.3. The Tenderer/licensee quoting the highest comprehensive discount will be the successful Tenderer by adhere to the item rates & item quantity fixed in annexure and binding to Terms and conditions of the Tender document. The highest comprehensive discount tender by itself will not confer any right to get a lease. Such tender may be**

considered subject to acceptance and confirmation from the IIIT Nuzvid which depend on the tender amount quoted.

6. SPECIAL CONDITIONS

- 6.1. The Licensee should enclose the Photostat copies of the following certificates and furnish the particulars.
 - a. Legal status of the firm
 - b. Firm Registration of labour department
 - c. FSSAI license from food (health) administration, Govt. of AP
 - d. Income Tax Pan card
 - e. Aadhar card
 - f. Experience certificate
 - g. EMD through DD for Rs.50,000/-
 - h. 2years income tax returns for the year 2015-16, 2016-17
 - i. 2years VAT/sales tax clearance details for the year 2015-16, 2016-17
 - j. Turn over 10 lakhs
- 6.2. The licensee shall provide and maintain in good condition sufficient sanitary dust bins of approved pattern with lids. These dustbins should be daily used for the storage of waste food and sweepings of the floor, dust etc., and the contents/garbage should be disposed regularly, outside without fail at his/her own cost.
- 6.3. The licensee should provide receptacles of a standard pattern for the storage of sufficient drinking water, these receptacles should be fixed in a definite positions approved by the IIIT Nuzvid administration.
- 6.4. The milk and other articles of food should not be allowed to be exposed to dust and flies, but should be stored in a proper meat safes or cupboards to protect from cockroaches etc, Insecticides should be sprayed so as to prevent flies and other insects but not to contaminate food stuffs.
- 6.5. The licensee should provide a separate proper washing place enclosed with Thotties and Bamboos for cleaning dishes, cups etc. used in the business.
- 6.6. Eating rooms or kitchen rooms, verandahas etc should not be used as sleeping apartments for those employed in business or any other persons.
- 6.7. The licensee shall not employ any person suffering from any contagious or infectious disease in the premises in any capacity.
- 6.8. No portion of dining rooms shall be utilized for preparing sweet meats, coffee etc. Such items shall only be prepared in the Kitchen room or should be brought from outside to the Campus.
- 6.9. The licensee shall not put up, nor shall be allowed to be put up any "Panshop" at the entrance of the food court or near the premises or inside the premises allotted to him.
- 6.10. A complaint and suggestions book should always be kept with a copy of the terms and conditions of the contract at the seat of the Licensee or his clerk or Manager to enable the customers to note their complaints and suggestions therein.
- 6.11. The licensee should provide door mat of proper size made of galvanized wire coir-mate at each entrance of the dining hall or rooms.

- 6.12. It is responsibility of licensee to maintain the floors, walls, tables and chairs clean ever and hygiene all the time.
- 6.13. Every night after 8.00 P.M. all the floors of the food court should be washed and cleaned with disinfectants.
- 6.14. Sufficient spittoons with sand should be provided at the varandah corners.
- 6.15. The licensee should use stainless steel plates and stainless steel spoons, cups, saucers and provide an up-to date bottle cooler for cool drinks.
- 6.16. The Licensee shall run the food court as self-service system, and token system.
- 6.17. Arrangements should be made by the Licensee to keep the drinking water in jugs/glasses for the use of customers.
- 6.18. The Licensee shall not make use of Husk chullahs/ovens or smoke producing coals/cokes in kitchen of the food court for preparation of food items/eatables etc., **Licensee must use only the gas stoves** and make necessary arrangements for removal of fumes, hot gases etc by providing Exhaust fans and / or ventilation system as required at his own cost, as per the directions of the IIIT Nuzvid Administration.
- 6.19. On sufficient advance notice from the IIIT Nuzvid Administration, the Licensee shall prepare and make available any item or items in sufficient quantity/quantities for a particular occasion/purpose of group of persons as per agreed rates.
- 6.20. Apart from the items schedule in annexure, the licensee can supply other special items at prevailing market rate. But it should be with prior approval of the IIIT Nuzvid, RGUKT authorities in writing, on record.
- 6.21. The licensee should provide a separate enclosure for faculty at his own cost with decent furniture.
- 6.22. When the rates quoted by the tenders are more or less equal experienced and reputed firms may be given preference.
- 6.23. The quoted rates may be increased/decreased, in this regard IIIT Nuzvid decision is final and licensee should bind to this.
- 6.24. The licensee shall maintain neat and hygienic environment in and out side premises of the food court and the IIIT Nuzvid authorities will check the food court premises periodically. If the committee feels that the premises is not neatly maintained by the licensee, a penalty to a tune of Rs.10,000/- may be levied on the licensee.
- 6.25. In the event of unsatisfactory services rendered by the Contractor/licensee, a monetary fine as penalty @Rs. 100/- per day will be imposed for every default during the period of contract. If the services do not improve subsequently, a monetary fine as penalty of Rs. 200/- per day will be imposed for the defaults this will have to be paid by the Contractor within a week on communication from the IIIT, Nuzvid failing which it will be adjusted against the Security Deposit.
- 6.26. The Licensee should also maintain stalls at I-1, I-2, I-3, K-2, K-3, K-4 locations. The required place shall be facilitated by Campus only.
- 6.27. If any short fall or misconduct or have not provided sufficient quality of food to the students at stall points, the licensee/tender will be terminated and SD also forfeited.

7. PERIOD OF CONTRACT

The work/service shall begin within 10 days of issue of Work Order/agreement. The contract is initially for a period of 2 year. The contract may be extended for one more year based on the performance of the agency and/or Institute needs. IIIT-Nuzvid's decision is final and binding.

8. PLACE OF WORK AND VISIT TO SITE

Intending licensee shall visit the IIIT Nuzvid, RGUKT campus to acquaint with local site conditions, nature and requirement of work, present conditions of Premises/fittings/fixtures etc., and make assessment of labour and material, etc. required before quoting for the Tender

9. EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

- 9.1. The tender should accompany with Earnest Money Deposit (EMD) for Rs.50,000/- by way of Crossed Demand Draft Obtained from any Nationalized Bank in favour of to the Director, RGU IIIT, Nuzvid payable at Nuzvid.
- 9.2. The EMD will be returned to unsuccessful Tenderer after receiving of Security Deposit from the successful Tenderer, whereas in the case of successful Tenderers, it will be retained.
- 9.3. The successful Tenderer will have to deposit security amount of Rs. 2,50,000/- by Demand Draft on any nationalized bank at the time of concluding agreement.
- 9.4. If the party does not accept the work order issued by IIIT Nuzvid, RGUKT, then EMD amount paid by the bidder will be forfeited.
- 9.5. Any pending dues against invoice or any other deposit lying with the IIIT Nuzvid, RGUKT will not be adjusted against Earnest Money Deposit Any tender submitted without Earnest Money shall be summarily rejected and no claim shall be entertained on such rejected tenders.
- 9.6. The EMD of successful bidders shall either be adjusted as a part of security deposit, if desired by the Tenderer or shall be refunded by way of crossed cheque on receipt of security deposit amount.
- 9.7. The earnest money /security deposit shall be forfeited in part or in full under the following circumstances
 - I. If the Tenderer withdraws his tender at any stage during the currency of validity period.
 - II. If the W.O. has been issued but the contractor refuses to comply with it irrespective of the fact that IIIT Nuzvid, RGUKT sustains any loss on account of such default or not.
 - III. In the event of a breach of contract in any manner.
 - IV. In case of evidence of cartel formation by the bidder(s).

- V. If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the IIIT Nuzvid, RGUKT to forfeit either in whole or in part, in its absolute discretion, the EMD/security deposit furnished by the contractor.
 - VI. The forfeiture of EMD/security deposit shall be without prejudice to the right of IIIT, Nuzvid to recover any further amount or any liquidated and/or other damages as admissible under the law, under payments or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.
- 9.8. The EMD & SD should not bear any interest.

10. INSTRUCTION TO BIDDERS

- 10.1 Tenders with over writings, alterations etc., will not be admitted unless they are attested by the licensee. Where there is a discrepancy between the amount (Rupees) in figures and words, the price, which is in words, will prevail.
- 10.2 Bid should be strictly in conformity with the Terms and Conditions mentioned in the tender schedule.
- 10.3 No alteration which is made by the licensee in the contract form conditions of contract specifications will be recognized and of any alternations are made the tender will be void.
- 10.4 Bidders are expected to examine all the terms and instructions mentioned in the tender schedule and prepare their proposals accordingly. Failure to provide all requisite information will be at the bidders' own risk and may result in the rejection of the tender.
- 10.5 All assertions made in connection with the tender are to be supported /Substantiated by relevant documents. The IIIT Nuzvid, RGUKT reserves the right to verify the credentials of the bidder as per the eligibility criteria.
- 10.6 The licensee should Exhibit in his stall a schedule of refreshments and other items approved by the IIIT Nuzvid, RGUKT Administration to be sold by him together with particulars of weights and rates chargeable from time to time for the information of the public. The licensee shall also arrange for each of his vendors to display in the tray, trolley or other arrangement employed for vending, a tariff of refreshments and other items to be sold, showing rates approved by the IIIT Nuzvid Administration for the information of public.
- 10.7 Supply constantly for sale a sufficient quantity of commodities of the descriptions enumerated in the schedule hereunto attached at the weights/quantities not less than Specified and at the rates not exceeding those shown therein or as may be varied by the IIIT Nuzvid, RGUKT Administration from time to time. Such Commodities and their preparations to be of a pure, fresh and wholesome nature to the

reasonable satisfaction of the IIIT Nuzvid, RGUKT Administration or its officials, and for this purpose the articles for sale shall be subject to examination by the IIIT Nuzvid, RGUKT Administration's authorized inspecting Officers and any articles (s) objected to or rejected by them shall be destroyed at once and no compensation shall be paid by the IIIT Nuzvid, RGUKT Administration for the articles so destroyed

- 10.8 Sell foodstuffs, sweet meats, etc., as enumerated in the schedule/annexure hereunto attached from the food court or from trays or otherwise under such orders as the IIIT Nuzvid, RGUKT Administration's Officials may issue. The furniture and equipment provided by the Licensee shall be of good quality and properly maintained to the satisfaction of the IIIT Nuzvid, RGUKT Administration or its officials.
- 10.9 The licensee should bring their own equipments, kitchen equipments, utensils, grocery, plates, glass, spoons, dust bins, door mats and etc. IIIT Nuzvid will not take any responsibility to provide the equipments, utensils, grocery and any other items.
- 10.10 Stop selling when required by the IIIT Nuzvid, RGUKT Administration to do so, any or all of the articles enumerated in the schedule attached hereto, either on the occurrence of dangerous epidemics in the neighbourhood or for any other reason whatsoever in the interests of public health, and for as long as it is considered necessary by the IIIT Nuzvid, RGUKT Administration. The IIIT Nuzvid, RGUKT Administration reserves the right at any time during the currency of this agreement to include or delete, from the list of articles permitted to be sold by the Licensee, any item at its sole discretion and without any notice. No compensation shall be payable to the Licensee for any such period during which the sales have been stopped.
- 10.11 Return free to the IIIT Nuzvid on termination/expiry of the agreement, any building(s) with fittings & fixtures, furniture or any other items handed over to the licensee, by the IIIT Nuzvid.
- 10.12 Promptly and correctly carryout all instructions received from time to time from IIIT Nuzvid, RGUKT Administration.
- 10.13 Licensed should bear the cost of chemical analysis of edibles sold such examination be considered necessary by the IIIT Nuzvid.
- 10.14 At all times observe the provisions of the prevention of food adulteration act and rules made there under from time to time, Non-observance of the provisions of the prevention of food adulteration act by the licensee may render the license being terminated.
- 10.15 The IIIT Nuzvid may prohibit the sale of any particular item when the licensee is not in possession of such equipment as the IIIT Nuzvid, RGUKT Administration considers necessary for the preparations, storage and sale of such item under satisfactory and hygienic conditions and such restrictions will remain effective until such time as the licensee is in possession of the equipment considered necessary. If satisfactory equipment is available if the licensee but is not used properly the sale of items concerned may be prohibited.
- 10.16 The Licensee shall provide, at his own expense, wire gauze covering in such numbers and of such type as shall be required and approved respectively by the IIIT Nuzvid, RGUKT Administration for covering such articles for sale as are liable to contamination by flies and other insects.

- 10.17 The IIIT Nuzvid, RGUKT Administration shall be at liberty to revise the schedule of rates appended to the agreement, in case the administration considered such amendment of rates desirable in the interests of public.
- 10.18 The Licensee or his staff shall
- a. Carry such articles when hawked up and down in the campus in trays with wire gauze or glass covers of a pattern approved by the IIIT Nuzvid Administration's officials in order that these articles may be kept free from dust and from contamination by flies or other insects.
 - b. Make his own arrangements for procuring necessary equipment such as mixers, grinders, cutlery/crockery, gas stoves, cylinders etc for carrying on his business.
 - c. Maintain the trays, covers and receptacles at licensee's cost and in good order. The decision of the officers of the IIIT Nuzvid Administration as to when trays and covers, etc shall be repaired and/or replaced shall be accepted and acted upon without delay.
 - d. Use for the preparation of the foodstuffs thoroughly serviceable and properly maintained vessels which must be produced for inspection by the IIIT Nuzvid, RGUKT Administration's Officials as may be required.
 - e. Ensure the foodstuffs are not retained in cooking vessels after preparation but are removed and kept in suitable receptacles.
 - f. Provide water boilers or make comparable arrangements for the washing of cups and all utensils used in the service of beverages and edibles authorized to be sold in boiling water. Glass tumblers used in the service of cool drinks/water should be washed in fresh or flowing water and should be wiped dry with a clean towel.
 - g. Obtain prior approval of the Licensor for the furniture and equipment that may be used by him, in the food court.
 - h. Not make any additions or alterations to the building, installations, furniture etc., without the prior written approval of the IIIT Nuzvid, RGUKT.
 - i. Keep the premises and surroundings of the business, clean and tidy and are subject to inspection by the officials of the IIIT, Nuzvid and the Municipal/Panchayathi Authorities.
 - j. Not exhibit/permit any advertisement except the name of his business.
 - k. Maintain a Suggestion and Complaint book at the food court and be made available to the Public on demand. The said suggestion book shall be produced to the Officials of the IIIT Nuzvid at the time of Inspection. The Suggestions of the inspecting Officials on the complaints be scrupulously and compulsorily followed and failure to follow the same shall entitle the licensor to terminate the licensee after giving three months notice.
- 10.18. The Institute being prestigious in the State, the Licensee shall appoint a qualified supervisor for the food court, who has completed a craft certificate course in the "State Board of Technical Education and Training and experienced for assured quality service.
- 10.19. The Licensee and his salesmen/staff (if any) must always appear in **clean uniforms consisting of khaki close-buttoned coat with dhoti or pyjama as may** be approved of by the IIIT Nuzvid, RGUKT. Uniforms shall

- be provided by the Licensee at his own expense. All vendors should wear metal badges showing name and the name of the Licensee.
- 10.20. The Licensee shall for the purpose of fulfilling his obligations under the agreement **appoint male & female persons, who shall be of good character, fit, well behaved and skilful** in their business with the approval of the IIIT Nuzvid, RGUKT. The Licensee or his staff/servants shall wear such uniforms and metal badges as may be approved by the IIIT Nuzvid, RGUKT. The uniforms and the metal badges will be provided by the Licensee at his cost. The Licensee shall discharge from his service an employee who shall in the opinion of the IIIT Nuzvid, RGUKT, misconducts himself or be in any way unfit or unsuitable for the purpose of the business to be carried on in the said premises.
 - 10.21. The licensee shall provide assistants who shall not be under the age of 18 years to vend on the IIIT Nuzvid. The number of assistants shall be determined entirely at the discretion of IIIT Nuzvid authorities and licensee should obey the decision.
 - 10.22. The Administrative Officer, IIIT Nuzvid will notify the bidder whose tender has been accepted.
 - 10.23. **The IIIT Nuzvid Administration shall have the right to terminate the license if in their opinion (which shall be final and binding on the parties) the Licensee is not conforming to the above condition(s) after being given a due notice in respect thereof.**
 - 10.24. The successful bidder shall execute an agreement with RGUKT on Non-judicial stamp paper worth Rs.100 agreeing to all the conditions of the contract 14 days upon intimation of acceptance of Tender. The successful bidder has to submit performance security guarantee after taking Letter of Intent but before having contract agreement. Failure on enter into an agreement within the stipulated time will result in forfeiture of the EMD.
 - 10.25. The Administrative Officer, IIIT Nuzvid reserves the right to issue instructions / modifications at any point of time before award of contract.
 - 10.26. The contracting party whether it be a Proprietor/ Individual, Partnership firm, Company/ Corporation, Society, they shall be, for the purpose of this contract, be known as “the Licensee” and the RGUKT shall be known as “RGUKT-Nuzvid or IIIT-Nuzvid or client or Employer/Institute”.
 - 10.27. The Licensee must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of tendering and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions means of access to the work, nature of work and all matters appertaining thereto.
 - 10.28. Immediately, on receipt of intimation from the IIIT Nuzvid the acceptance of tender, the successful Licensee will execute the work as per the instructions of Officer in-charge and the written acceptance of the tender will constitute a binding contract between IIIT Nuzvid and the Licensee so tendering. It will be the responsibility of the Licensee to thoroughly examine the installations in all respects before taking over and bring to the notice of the IIIT Nuzvid any short coming or short supply in the installations being handed over. Once taken over it will become the sole responsibility of the Licensee to guarantee completion and effective functioning of the systems.

- 10.29. The quoted tender rate shall include compliance by the Licensee with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all material, machinery, equipment, tools and provision of proper and sufficient protective works. It shall also include safety of workers, first aid equipment's suitable accommodation for the staff and workmen, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties/taxes, duties or other charges arising out of the execution of works and the regular clearance on the completion of works safety of the public and protection of the works and adjoining land.
- 10.30. Licensee shall take all safety precautions while working and servicing and the Institute will not be responsible for any injury / loss/accidents/ if any sustained within or outside of the institute.
- 10.31. The licensee/contractor/service provider shall be responsible to see that no accident/mis-happening in whatsoever manner during execution of work.
- 10.32. If it is observed that due to poor maintenance/unsatisfactory work any part or item is found damaged /required to be replaced, the same will have to be attended and replaced by the Licensee at its own cost. In this regard IIIT Nuzvid, RGUKT decision will be final.
- 10.33. The Licensee and the IIIT Nuzvid, RGUKT shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues/disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through Court of Law within the jurisdiction of Nuzvid, Krishna District only . The resultant contract will be interpreted under Indian laws.
- 10.34. It shall be the responsibility of the Licensee to meet transportation, food, medical and any other requirements in respect of the staff / workers engaged by it (Licensee) at IIIT Nuzvid and IIIT Nuzvid, RGUKT shall have no liabilities in this regard.
- 10.35. The Licensee shall be solely responsible for the redressal of grievances/resolution of disputes relating to workers engaged by them. IIIT Nuzvid, RGUKT shall, in no way, be responsible for settlement of such issues whatsoever.
- 10.36. The IIIT Nuzvid, RGUKT shall not be responsible for any damages, losses, theft, claims, financial or other injury or other risk to any workers deployed by service providing Licensee in the course of their performing the functions/ duties, or for payment towards any compensation.
- 10.37. The workers deployed by the Licensee shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular/ confirmed employees during or after expiry of the contract period.
- 10.38. In case of termination of this contract on its expiry or otherwise, the workers engaged by the Licensee shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in the IIIT Nuzvid, RGUKT.
- 10.39. The Licensee shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to IIIT Nuzvid, RGUKT to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

- 10.40. In case, the Licensee fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the IIIT Nuzvid, RGUKT is put to any loss / obligation, monetary or otherwise, IIIT Nuzvid, RGUKT shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Licensee, to the extent of the loss or obligation in monetary terms.
- 10.41. Where as stalls and Kitchens are provided by the IIIT Nuzvid , the license shall occupy them on payment in-advance of the half yearly license fee due as provided in rate clause hereof after entering into agreement and prepare the food or sweet meats in the Kitchen or kitchens provided. But the IIIT Nuzvid is under no obligation to provide any stalls, cooking houses or kitchens equipments.
- 10.42. The Licensee or any of his servants shall not erect huts or any structures of any sort or kind in the said premises except with the prior written approval of the IIIT Nuzvid Administration. Any structures, if permitted shall be with all the requirements necessary for carrying on the business hygienically and as per plan/design submitted to and approved by the IIIT Nuzvid Administration, prior to construction and erected by him at his own expense and to the satisfaction of the IIIT Nuzvid Administration and shall be dismantled at his own expenses immediately if so required and in any event at the termination of the agreement. The dismantling of the structures shall leave the IIIT Nuzvid Administration free of all liability and no right shall accrue to the Licensee for any compensation. The areas allotted to the licensee shall be demarcated in the plan duly produced and approved by the IIIT Nuzvid Administration and shall form part of this contract.
- 10.43. The licensee hereby agrees to obtain all licenses which he is required by law to obtain and at all times to duly observe the terms and conditions of such license.
- 10.44. The licensee shall pay any tax/taxes imposed by Central govt/ state govt, ULB, Panchayat and other statutory body having the authority to do so.
- 10.45. Neither the licensee nor his staff shall sell any tobacco – related items, wines, beer or other spirituous liquors or alcoholic beverages within the premises of the IIIT Nuzvid.
- 10.46. **The IIIT Nuzvid Administration reserves the right to deploying IIIT Nuzvid Officials to supervise the functioning of licensees for brief periods ranging from 1 to 2 weeks in the event of persistent complaints against him for unsatisfactory service. The cost of supervision of Licensee's establishment by IIIT Nuzvid Officials so deployed shall be determined by the IIIT Nuzvid Administration and shall be recovered from the Licensee.**
- 10.47. **In the event of any of the items being sold at rates in excess of those authorised in the schedule or if the weight or quantity of the items offered for sale, be less than that prescribed in the schedule or in the event of there being a breach by the Licensee of any of the provisions of this agreement, the IIIT Nuzvid Administration shall be at liberty forthwith to terminate this Agreement and the same shall thereupon determine and security deposit will be forfeited.**
- 10.48. The Licensee shall keep mineral water bottles for sale at the stall, Which should be the product of a Company. A copy of the certificate issued to the

Company should be exhibited in the stall. The IIIT Nuzvid may take samples of water bottle samples sold for Bacteriological test; should such examination be considered necessary and may order the stoppage of sales of mineral water where such tests show that they are impure. He should install **water cooler with water purification system at his own cost** (water cooler with Aqua guard) in addition to the water coolers provided by the Institute on demand.

- 10.49. The licensee shall run the food court from 7.00am to 8.00pm on all days of Institute. However on specific instructions from the IIIT Nuzvid, the food court should be open and run at other timings on holiday also and beyond the time schedule.
- 10.50. Notwithstanding anything here in before stated, the IIIT Nuzvid Administration shall be at liberty to sell departmentally or through any other agency, the refreshments and other on IIIT Nuzvid Campus and to open a Vegetarian Refreshment Room or Non-Vegetarian Refreshment Room or other Refreshment Room at IIIT Nuzvid Campus and the Licensee shall not prevent the IIIT Nuzvid Administration in any way from supplying food, etc., to users if so required or subject to or prevent sales by and internal store on IIIT Nuzvid Campus.
- 10.51. Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether in present or in future in favour of any person any right, title or interest whether vested or contingent in the said premises and these presents shall in all respects be construed as and be a Licensee.
- 10.52. The Licensee shall
- a. Not assign or transfer the benefit of the license hereby granted or the said license or any part thereof or interest therein to any person or persons whom so ever and it is agreed that on any violation of this term and condition this contract shall immediately cease and determine.
 - b. Himself conduct the business or appoint a named agent to conduct the business on his behalf, such appointment being valid only with the previous sanction of the IIIT Nuzvid Administration's who can at any time demand that such agent be removed without giving reasons. The Licensee shall be responsible for the proper execution of the contract by his agent according to the terms of this contract.
 - c. The Licensee should obtain prior permission from the IIIT Nuzvid for selling of new items if any, which are not covered in the schedule.
 - d. If the licensee fail to maintain the above instructions the security deposit will be forfeited.
- 10.53. The Licensee shall restrict himself to the accommodation provided by the IIIT Nuzvid Administration and not encroach on other accommodation, nor erect any structure without the prior approval of the IIIT Nuzvid Administration. Any such structure, if permitted, shall be to the satisfaction of the IIIT Nuzvid Engineer and shall be dismantled immediately if so required and shall not be paid any event at the termination of the contract, and the Licensee shall not be paid any compensation for the loss if any incurred by him on this account.

- 10.54. In addition to the annual licensee fee stipulated under the agreement, the licensee shall pay all the charges due towards electricity and water charges as per the APSSDCL, Municipalities, Panchayat. The licensor shall not give any guarantee for the supply of water and electricity, The power will be supplied through a meter. In case of power failure, the licensee need to make alternative arrangements with his own cost for continuous supply. In this connection, IIIT-Nuzvid is no way responsible.
- 10.55. The Licensee agrees to pay within 15 days for the hire of the meter and for electric energy consumed at the rates, which may be fixed by the IIIT Nuzvid Administration from time to time. He shall not effect any change in the wattage of lamps originally provided without the previous sanction, in writing of the IIIT Nuzvid.
- 10.56. The monthly electric charges will have to be paid by the licensee for the current consumed by him as per the bills sent by the IIIT Nuzvid or, other IIIT Nuzvid official, every month at the rate prevailing for the month. Normal lighting and fans are provided by the IIIT Nuzvid and if any additional fans and lights are required will have to provide by the Licensee at his cost after obtaining permission from the IIIT Nuzvid.
- 10.57. The IIIT Nuzvid shall be entitled at any time and from time to time to curtail the supply of water to the Licensee or to restrict it to such hours as it deems fit and the IIIT Nuzvid shall not be under any liability whatsoever in the event of the failure or cessation of the supply of water or for any curtailment or restriction of such supply. All water, if any, supplied by the IIIT Nuzvid under the provisions of this clause shall be supplied at the sole risk and responsibility of the Licensee and no warranty, undertaking or implied condition is given as to the quality of such water, and the IIIT Nuzvid shall not be responsible for any loss or sickness which may arise or be suffered by reason of consumption or use of any water so supplied by the IIIT Nuzvid.
- 10.58. The Licensee has to keep the building and floor clean vis. Removing the cobwebs and removing dust on doors and windows every week at his own cost.
- 10.59. The licensee should pay the monthly water charges and electricity charges on 5th of every month.
- 10.60. The Licensee further agrees to the payment of any increase in the rates fixed by the IIIT Nuzvid Administration from time to time during the continuance of the agreement and also agrees to pay the IIIT Nuzvid Administration composite license fees at the rates revised by the IIIT Nuzvid Administration pursuant to this clause, with effect from the day the revised rate has been brought into force not withstanding that the Licensee is informed of the revised composite Licensee fee under this clause. The composite license fee shall be paid by the Licensee at the rates fixed or revised together with arrears of composite license fee due under this clause immediately on demand. The decision of the IIIT Nuzvid Administration in regard to the rates fixed or revised shall be final and binding on the Licensee.
- 10.61. On the expiry of the period of the License or on its termination, as the case may be, the Licensee shall deliver vacant possession of the premises, intact, to the Licensor, forthwith. In the event of the Licensee failing to deliver vacant possession to the Licensor, the Licensor shall have right to

take possession of the premises by putting his own lock and key to the said premises. The Licensor, after taking possession of the premises as provided in clause above, may permit the Licensee to remove his articles after paying the electricity charges, depreciation charges if any, within one week from the date of taking possessions of the said premises. In case the Licensee fails to avail opportunity provided in clause above, the Licensor shall have right to dispose off the articles found in the premises in Public auction without any notice to the Licensee. The proceeds in the said auction will be adjusted towards the arrears of the electricity charges etc., and the balance, if any, will be refunded to the Licensee. Failure to deliver vacant possession by the Licensee to the Licensor, shall entitle the Licensor to forfeit the Security deposit.

- 10.62. The licensee shall not be entitled to allow any other person to occupy the premises in his possession or to use any part thereof.
- 10.63. IIIT Nuzvid constitute a committee from time to time with officials and non-officials as members thereof with power to inspect and determine the quality of the articles sold by the licensee and advise him suitably.
- 10.64. IIIT Nuzvid shall have right to terminate the license if in his opinion the quality of the goods sold is not satisfactory and his decision in this regard shall be final and binding.
- 10.65. The IIIT Nuzvid shall not be responsible for any loss incurred by the contractor owing to the irregular running and cancellation of classes and offices or to any changes in the office timings or declaring holidays/closing of IIIT Nuzvid due to any unforeseen circumstances.
- 10.66. In the event of the death or insolvency or conviction by a criminal court, of the licensee, this contract shall automatically cease.
- 10.67. If the licensee shall die during the continuance of the agreement, the IIIT Nuzvid may at its discretion permit the **heri**/heirs of the deceased license to work the remaining period of contract.
- 10.68. The Licensee shall make arrangement to provide the food in Buffet system, by providing of electronic billing system/Token which will show the quantity and rate on the token/billing.
- 10.69. The licensee should arrange the fire safety system/extinguishers in working condition at food court at specified places as instructed by RGUKT, IIIT-Nuzvid at his own cost.

11. REQUIRMENT FROM LICENSEE

The scope of work under the contract includes the following:

- 11.1. Running of Food court in the Institute campus of IIIT Nuzvid.
- 11.2. The contractor shall procure food articles and vegetables of good quality to the satisfaction of the IIIT Nuzvid Administration. The IIIT Nuzvid shall have the right to change any brand of material used for cooking, provided the cost of the same does not exceed the specified brand.
- 11.3. The food shall be cooked, stored and served under hygienic conditions. The licensee shall ensure that only freshly cooked food is served and the stale food is not recycled. Stale food shall be removed from the food court premises as soon as possible. Un-refrigerated cooked food, not consumed

within six hours in summer months and ten hours in winter months, shall be deemed to be stale and unfit for consumption.

- 11.4. The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the employees/students.
- 11.5. The oil that remains from deep frying at the end of the day shall have to be disposed and shall not be allowed to be recycled for the purpose of cooking again.
- 11.6. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
- 11.7. The licensee shall pay special attention to maintain the Food court in a neat and tidy condition at all times. For this purpose, the Food court shall be cleaned thoroughly after each meal regularly.
- 11.8. The licensee shall ensure that only hot food is served to the students/employees. Complaint, if any, in this regard shall be dealt with severely.
- 11.9. The licensee shall ensure that sufficient man power is deployed for preparation and service of each meal including cleaning, washing and overall upkeep of Food court assets and premises. The contractor shall also ensure proper room services for the IIIT Nuzvid officials.
- 11.10. The licensee should supply the items at the rates mentioned in the rate listed Annexure. The same rate list should also be displayed at IIIT Nuzvid Food court.
- 11.11. The licensee will ensure that the cooked and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized beside legal action.
- 11.12. The raw material used for cooking can be checked by IIIT Nuzvid officials at any time and if substandard/unauthorised materials are found, the contractor will be penalized at the discretion of IIIT Nuzvid and licensee will have to abide by it. The penalty will include at least Rs.10,000/- in case if it is found using sub standard material.
- 11.13. The Contractor shall submit two or three brands for each item and the Committee for Monitoring Cafeterias and Canteens (CMCC)/ IIIT Nuzvid officials will select the brands that shall be used to prepare the dishes.
- 11.14. The Contractor shall use only branded, raw materials and the CMCC/ IIIT Nuzvid officials shall retain the right to check all materials brought to the canteen as well as the cooking and serving processes.
- 11.15. The contractor should have sufficient equipment & crockery and other items normally required to cater to at least 1000 persons at given time. He should have sufficient utensils, crockery and other infrastructure to provide the service. The given persons are tentative, this may increased or decreased, in this connection IIIT Nuzvid not responsible for any change.

- 11.16. No responsibility will be taken by the IIIT Nuzvid for credit sales to students and others, losses or pilferage.
- 11.17. The licensee shall take all safety precautions while working and transportation and the Institute will not be responsible for any injury / loss/accidents/ if any sustained within or outside of the institute.
- 11.18. The licensee shall be responsible to see that no accident/ mishappening in whatsoever manner during work in process.
- 11.19. This will be all inclusive contract i.e. inclusive of wages and allowances for Licensee's staff, Labour charges for day to day and small value components Licensee's over- heads and profits etc. No additional amount on any account will be admissible unless specified otherwise.
- 11.20. In case of power failure situation it will be the responsibility of the Licensee to arrange generator connection on his own cost, IIIT Nuzvid no way responsible for provision of generator connection.
- 11.21. The contract or shall be required to keep his staff fully insured against any mishap or accident and shall keep the client (IIIT Nuzvid) indemnified against any claim on any such account.

12. RESPONSIBILITES OF THE TENDERER/ SERVICE PROVIDER

- 12.1. The Licensee shall carry out all work with utmost care, giving due consideration to safety which shall not be compromised under any circumstance. It will be responsibility of the Licensee to promote an electrically safe workplace free from unauthorized exposure to electrical hazards for all its employees and outsourced personnel so as to prevent accidents to themselves, the public (community) and the IIIT Nuzvid property.
- 12.2. The Licensee shall be responsible for taking good care of all specialized equipment's, tools and tackles used for its work activities. It should bring to the notice of the RGUKT the repair and maintenance works that are required to be undertaken from time to time. In case any damage is caused to the equipment's due to the gross negligence of any of the employees of the Licensee, Licensee undertakes to indemnify the IIIT Nuzvid for such damages. The amount of damages quantified at the discretion of the IIIT Nuzvid shall be final & binding on the Licensee. The IIIT Nuzvid shall be at liberty to deduct such amount of damages from any SD or licensee fee.
- 12.3. The Licensee shall ensure that the employees engaged in electro-mechanical activities in the premises shall, while working, take all reasonable care in handling the internal as well as external items. Licensee shall be solely responsible for the safety and security of all such fixtures and equipment's and installations. If it is found that any such items of fixtures, equipment's and installations are damaged and or missing due to the negligence of the employees of the Licensee, the Licensee shall take the responsibility of making good the same failing which, the IIIT Nuzvid reserves its' right to

- impose penalty to the extent of damage assessed and the amount of such penalty shall be recovered from the monthly payments of the Licensee. It will be the responsibility of the Licensee to store
- 12.4. On completion of the contract period or upon premature termination of the contract for whatsoever reasons, the Licensee shall promptly return to the IIIT Nuzvid all material and equipment's supplied by the IIIT Nuzvid to it and shall discontinue use of and hand over peaceful possession of the IIIT Nuzvid premises together with fixtures and articles in good condition, to the satisfaction of the IIIT Nuzvid.
 - 12.5. The status of the staff/labour/workmen employed by the Licensee shall always be the employees of the Licensee itself for all purposes under the labour & service laws and the IIIT Nuzvid shall, in no way, be responsible or liable for their wages, salaries, bonus, gratuity or any other allowances, leave salary, wages for holidays or any compensation, notice pay etc. and the employees of the Licensee shall have no right to claim any benefit under the establishment of the IIIT Nuzvid.
 - 12.6. The Licensee will give a declaration as per draft letter attached that he has read and understood the above conditions and the same shall remain binding upon him in case the work is entrusted to him.
 - 12.7. The amounts specified here in above are inclusive of all costs, expenses, wages and other expenses including ex-gratia payment to workman or payment of their legal dues that may be incurred by the Licensee and the Licensee shall not be entitled to make any other demands monetary or otherwise from the IIIT Nuzvid during the term of this contract.
 - 12.8. The quoted tender rates shall include compliance by the Licensee with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all material, machinery, plant, equipment, tools and provision of proper and sufficient protective works. It shall also include safety of workers, first aid equipment's suitable accommodation for the staff and workmen, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties/taxes, duties or other charges arising out of the execution of works and the regular clearance on the completion of works safety of the public and protection of the works and adjoining land.
 - 12.9. The Licensee shall at all time indemnify the IIIT Nuzvid against all claims for compensation under the provisions of any law for the time being in force / brought into force, by or in respect of any workmen employed by the Licensee in carrying out the contract and against all costs and expenditure incurred by the IIIT Nuzvid in connection therewith. The IIIT Nuzvid shall be entitled to deduct any amount due, from all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto.
 - 12.10. The Licensee shall not assign the contract. He shall not sublet any portion of the contract. In case of breach of this condition, IIIT Nuzvid will serve a notice

in writing on the Licensee rescinding the contract where upon the security deposit shall stand forfeited to IIIT Nuzvid without prejudice to other remedies against the Licensee

- 12.11. The employees engaged by the contracting Licensee should observe the discipline and should see that the decency and decorum are maintained with in the course of their employment.
- 12.12. All personnel employed by the Licensee shall be medically fit and in good health.
- 12.13. All the licenses, permits etc. from statutory authorities required for running of this contract will be in the name of the IIIT Nuzvid. However all formalities required for obtaining/renewing them will be done by the Licensee on behalf of the IIIT Nuzvid.
- 12.14. The Licensee shall indemnify IIIT Nuzvid against all claims which may be made upon the employer whether under Workmen's Compensation Act or any other statutes in force during the currency of this contract shall at his own expenses effect.
- 12.15. The employees employed by the Licensee shall be its employees and the IIIT Nuzvid shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any other compensation notice pay etc.

13. STATUTORY LIABILITIES OF THE TENDERER/ SERVICE PROVIDER

- 13.1. The Licensee shall obtain at their cost all permits, licenses as may be required under various laws/regulations for carrying out their obligations under these presents.
- 13.2. In case of material loss etc., the Licensee will keep the IIIT Nuzvid indemnified against all such risks.
- 13.3. Notice of Non-compliance: The Employer shall promptly notify the licensee upon discovering any instance where the licensee has failed to comply with the provisions as given in above paragraphs. On receipt of such notice, the licensee has to reply within 3 days.

14. INDEMNIFICATION BY TENDERER/ SERVICE PROVIDER

The licensee at all times will keep the IIIT Nuzvid indemnified against all costs, damages, losses claims etc., which the Employer may have to suffer, undergo or pay as a result of operation/ execution of this service contract in the said premises.

15. COLLECTION OF LICENSE FEE

- 15.1. **On the receipt of LOI/LOA the licensee should execute the yearly licensee fee in advance before concluding of agreement.**

- 15.2. **The licensee should quote highest comprehensive discount during contract by consideration of item rates listed in annexure and by bidding to all terms and conditions in this document.**
- 15.3. **Apart from the security deposit the successful licensee should pay total fixed license fee during contract period in advance in four parts. First part at the time of execution of agreement in the form of D.D in favour of "The Director RGU III Nuzvid" without fail, second part should be paid on 6th month of contract period, third part should be paid on 12th month of contract period and final part should be paid 18th month of contract period.**

16. FORCE MAJEURE

- 16.1. No liability shall be attached to the Licensee for non operation or execution of his obligation under this contract as a result of Force Majeure of any other factor beyond the control of the Licensee.
- 16.2. No liability shall be attached to the Licensee for any damage due to natural calamities such as earthquake, war, civil, commotion and willful damage.

17. TERMINATION

The contract can be terminated

- 17.1. By either without cause, after giving to the other party at least 15 days written thereof
- 17.2. By the Employer, if the Licensee fails to fulfill their tasks to the satisfaction of the Employer. Such failures constitute a breach of the Tenderer/ Service Provider's obligations under contract, which are not remedied within 30 days from the date of giving of written notice requiring such breach to be remedied.

18. DISPUTES

- 18.1. All disputes and differences of any kind whatsoever arising out or in connection with contract, whether during or after completion of contract will be settled amicably in a spirit of co-operation and the IIIT,Nuzvid decision shall be final on all such matters and shall be binding on the licensee.
- 18.2. All contractors shall be governed by the laws of India for the time being in force.
- 18.3. Irrespective of the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued

19. BLACKLISTING OF THE FIRMS

As the work order becomes a valid contract between the IIIT Nuzvid and licensee on the date of its issue, no further changes in the terms and conditions thereof are permissible and only request revived in this regard

from the firm should be summarily rejected making it clear to work strictly in accordance with the terms and conditions of the contract. It should be noted that such liability can be enforced by the firm only if the work order does not contain any terms or condition contrary to what had been quoted in the bid. Once this is ensured any attempt by the firm back out of his commitment should be taken as serious and his earned money deposited & security deposit be forfeited forthwith. Without prejudice to any legal remedies open to the corporation under the relevant laws. Where necessary, the case of firm illegally backing out the commitment should also be put up to the Whole Time Directors, IIIT Nuzvid for consideration and to decide for black listing of the firm and damages, if any to be recovered.

20. DISCLAIMER

- 20.1. Even though adequate care has been taken in the preparation of this Tender Schedule the Bidder should satisfy himself that the Schedule is complete in all respects.
- 20.2. IIIT Nuzvid nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Schedule and it is not possible for the IIIT Nuzvid to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tenders Schedule. Certain prospective Bidders may have a better knowledge of the scope of work than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender Schedule and obtain independence advice from appropriate sources.
- 20.3. The Administrative officer, IIIT Nuzvid reserves the right to reject any or all the Bids submitted in response to this request for Proposal at any stage without assigning any reasons whatsoever.
- 20.4. The Administrative officer, IIIT Nuzvid reserves the right to change any or all of the provisions of this Request for Proposal. Such changes would be intimated to all parties procuring this Request for Proposal.

21. REJECTION OF TENDERS

- 21.1. The Administrative officer, IIIT Nuzvid reserves the right to cancel the tender process and reject all tenders at any time prior to the award of contract without thereby incurring any liability to the affected bidder or any obligations to inform the affected bidder of the grounds of acceptance or rejection.
- 21.2. No bidder is entitled to withdrawn his offer after submission. In case such withdrawal; EMD deposited along with the tender schedule will stand forfeited.

21.3. For breach of any of the conditions prescribed in the tender as specified by the IIIT Nuzvid from time to time, the security Deposit is liable to the forfeited. Decision of the Administrative officer, IIIT Nuzvid in this regard is final and binding on the Licensee.

CHECKLIST

The bidder use may the check list below to ensure that the tender submitted is complete in all respects.

Cover 'A' should contain the following documents

S. No	Particulars	Yes	No
1	The original tender schedule		
2	Crossed Demand Draft from National Bank towards EMD		
3	Copy of PAN /TAN		
4	Copy of GST		
5	Experience certificate		
6	Firm Registration certificate		
7	FSSAI license		
8	IT returns for 2015-16, 2016-17		

Note: All the pages of the Bid Document may be serially numbered and signed.

Bidder

ANNEXURE

PERISHABLE AND NON-PERISHABLE ITEMS

S.No.	Item	Brand
1	Rice	One year old sona masuri
2	Oil (Refined Sun Flower, Ground-Nut)	Crystal, Gold Drop, Vijaya brand, Freedom
3	Dal Arhar	Grade - I
4	Dal Chana	Grade - I
5	Dal Moong (Pesarpappu)	Grade - I
6	Dal Urad (Gundu)	Grade - I
7	Rajma	Grade - I
8	Kabuli Chana	Grade - I
9	Idly Ravva	Grade - I
10	Suji	Grade - I
11	Wheat Ravva	Grade - I
12	Salt (Crystal)	Annapurna/Tata
13	Salt (Table)	Annapurna/Tata
14	Mirchi Powder	Grade - I
15	Haldi (Turmeric Powder)	Grade - I
16	Dhaniya Powder	Grade - I
17	Mustard	Grade - I
18	Zeera	Grade - I
19	Red Chilly	Grade - I
20	Hing	Grade - I
21	Lavanga	Grade - I
22	Elachi	Grade - I
23	Patta	Grade - I
24	Sugar	Grade - I
25	Jagri	Grade - I
26	Tea Powder	Red Label/Taj Mahal
27	Coffee Powder	Brook Bond Green Label
28	Cooking Gas	HP Gas/19 Kg. Commercial.
29	Soya Chunks	Grade - I
30	Maida	Grade - I
31	Basin	Grade - I
32	Corn Flour	Grade - I
33	Tamarind	Grade - I
34	Ground Nut	Grade - I
35	Putana Dal	Grade - I
36	Dry Coconut	Grade - I
38	Rasam Powder	Grade - I
39	Sambar Powder	Grade - I
40	Cashew	Grade - I
41	Vermicelli	Grade - I
42	Saboodana	Grade - I

43	Pure Ghee (Durga)	Grade - I
44	Pickles	Grade - I
45	Chole Masala	Grade - I
46	Chat Masala	Grade - I
47	Namkin	Haldiram's/Everest
48	Biscuits Pkt.	BRITTANIA, PARLE
49	Noodles	Grade - I
50	Chekki Atta	Grade - I
51	Kasuri Menthi/pkt	Grade - I
52	Fresh Mutter	Grade - I
53	Chilly Sauce	Grade - I
54	Tomato Sauce	MAGGI/ANNA PURNA
55	Soya Sauce	Grade - I
56	Black Pepper	Grade - I
57	Eating Soda	Grade - I
58	Rice Flakes	Grade - I

S.No.	Item	Brand
1	Bread	Modern
2	Butter	Amul
3	Jam	Kissan/Frutop
4	Eggs Each	Grade A
5	Chicken -Skinless	Standard
6	Vegetables	
7	Onion	
8	Garlic	
9	Ginger	
10	Milk (Toned)	3 % Fat
11	Paneer	
12	Curry Leaves	
13	Coriander	
14	Green Leafy Vegetables	
15	Potatoes	
16	Pepper	
17	Coconut Full	
18	Green Chillies	
19	Butter Chiplet	
20	Curd	
21	Carrot	

Note:

1. Branded Sun flower & Ground nut oil should be used on monthly rotation basis and avoid using Vanaspathi in foods.
2. The above commodities should be used before the expiry date.

RGUKT-Nuzvid Food Court Items List				
S.No.	Item Name	Weight (in Grms/ml)	Quantity in (Nos)	Price (Rs.)
Break Fast items				
1	Tea	100 ml	01 cup	5
2	Coffee	100 ml	01 cup	7
3	Milk	100 ml	01 cup	7
4	Milk with boost/bournivita	100 ml	01 cup	10
5	Upma With chutney	200 gms		15
6	Plain Dosa - With chutney & sambar	200 gms	Single	15
7	Dosa (onion/ pesara/carrot/Masala) with Chutney	180 gms	Single	20
8	Idly with Chutney&sambar	60 gm each	4	20
9	Uthappam With chutney	80 Gms ech	2	30
10	vada Chutney & smabar	80 Gms each	3	30
11	Mysoor bajji with chutney	50 Gms Each	4	20
12	Puri With Potato Curry	60 gms each	2	20
13	chapathi/Parota	80 Gms eaqch	2	30
14	Pulka With potato curry	50 Gms Each	3	25
15	Perugu Avada	03 Pices	3	30
16	Pulihora	150 gms	1 bowl	20
17	Sprouts	150 gms	1 bowl	20
Chinese Items				
18	Noodles (Veg)	200 gms		25
19	Noodles-egg	200 gms		30
20	Fried rice Veg	200 gms		25
21	Fried rice- Egg	200 gms		30
22	Chicken Fried Rice-	200 gms		40
23	Chicken Noodles	200 gms		40
24	Gobi Manchuria	200 gms		40
25	Gobi Fried Rice	200 gms		40
Snack				
s				
26	Samosa Veg (Alu)	80 gm each	2	20
27	Mirchi Bajji	60 gm each	2	10
28	Banana Bajji	50 gm each	2	10
29	Onion Pakodi	100 gms		20
30	Palak Pakodi	100 gms		20
31	Punugu -Small	15 Pcs		10
32	MasalaVada	50 gms each	2	10
33	Bread Bajji	70 gms each	2	15
34	Panu puri	7 pieces		10
35	chat	100 gms		10
36	Pav bajji	2 pieces		20

37	Bread omlette	150 gms		20
37	Omlette	1 egg	1	10
38	Egg bajji	100 gms	2	15
Rice Items				
39	Lemon rice /Pulihora(Tamarind)	200 gms		20
40	Tamoto Rice /Pudina Rice/Ghee Rice/Jeera Rice	200 Gms		30
41	Curd Rice With pickle	200 Gms		30
42	Veg -Biryani (Mini) with Raitha	200 Gms		40
Bakery Items				
43	Puff Veg	60 gms	1	8
44	Puff Egg	80 gms	1	10
45	Cake Pieces-any flavour	70 gms	1	10
46	Pastries-Piece-Cool	85 gms	1	15
47	Sand witch	100 gms	1	20
48	Spring Roll	100 gms	1	20
49	Burger-veg	120 gms	1	30
50	Chicken -burger	140 gms	1	40
51	French fries	100 Gms		40
52	Milk Shakes	200 ml		30
53	Badam Milk /Flavoured milk	Bottle		20
54	Milk& Milk Products			MRP
55	Sweet Per piece	50 gms	1	10
56	Ice Creams- any flavour			MRP
57	Fruit Juices	200 ml		15
58	Coconut water	200 ml		15
59	Fruit salad	200 Gms /Bowl		20
60	Soft Drinks-any ml	MRP		MRP
61	Chips	MRP		MRP
62	Mineral Water	MRP		MRP
63	Dry fruits			
64	All fruits			MRP
65	Vegetable salad	200 Gms /Bowl		20

PRICE BID

IIIT/Nzd/Engg/Food court/T04/2017

Name of the firm:

Name of the work	Price quoted in words and number
Running of canteen in the institute campus of IIIT Nuzvid, RGUKT Rate to be quoted- Highest Comprehensive Discount to be given by considering all the terms and conditions	