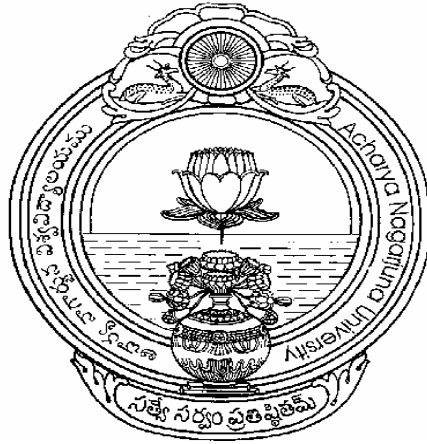


ACHARYA NAGARJUNA UNIVERSITY NAGARJUNA NAGAR



DRAFT TENDER SCHEDULE

Name of Work: Running the Tiffin Centre at CDE Building/Engineering College
at Acharya Nagarjuna University Campus, Nagarjunanagar.

TENDERSCHEDULE

ACHARYA NAGARJUNA UNIVERSITY: NAGARJUNANAGAR-522 510

Name of work: "Running the Tiffin Centre at CDE Building/ Engineering College for at Acharya Nagarjuna University Campus, Nagarjunanagar.

Time Limit: One Years.

Earnest Money Deposit: Rs.15,000/- (Rupees Fifteen thousand only) to be paid along with the Tender.

Contents of Tender Schedule:

S.No.	Content of Description	Pages
1.	Articles of Agreement	01 to 12
2.	Tender	13 to 14
3.	Tender Notice	15 to 18
4.	Schedule 'A'	19
5.	Schedule 'B'	20
6.	Schedule 'C'	20 to 24
Total		24 Nos. + Plan

Cost of this Schedule Rs.1120/- (Rupees One thousand One Hundred and Twenty only)

Time of Receipt of Tenders : up to 02.00 p.m. on 22-07-2010

Time of opening of Tenders: At 3.00 p.m on 22-07-2010

Issued to _____

_____ on _____

particulars of cost of Schedules paid Rs.1000 + S.T. 12% (Rupees One thousand One hundred twenty only) paid by Banker Cheque No. _____ for Rs. _____ in State Bank of India/ Andhra Bank, A.N.U. Campus dated _____ .

To be filled by the Tender opening officers at the time of opening the Tender.

i. E.M.D. paid as required Yes/No vide Banker cheque No.

ii. Number of corrections attested: _____

Time:

Date:

TENDERER/LICENSEE

REGISTRAR

Whereas the offer of the Licensee was accepted by the Licensor.

1. This agreement is renewable at the discretion of the University Administration.
2. During the continuance of this agreement, the licensee shall
 - (a) Have, subject to the other clauses in the agreement, the License during the term of One year beginning from the day of _____ 2010 and ending on the day of _____() to supply and sell in the Acharya Nagarjuna University Campus, Nagarjunanagar, the provisions and articles at the tariff mentioned in the Schedule 'A' attached. He is not permitted to sell the articles not mentioned in the Schedule 'A' except with the written consent of the University Administration.
 - (b) Stop selling when required by the University 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 neighborhood or for any other reason whatsoever in interests of public health, and for as long as it is considered necessary by the University Administration. The University 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.
 - (c) Return free to the University Administration on termination/expiry of the agreement, any building(s) with fittings & fixtures, furniture or any other items handed over to the Licensee, by the University Administration.
 - (d) Promptly and correctly carry out all instructions received from time to time from University Administration or any other person authorized by the University Administration in respect thereof.
 - (e) Bear the cost of chemical analysis of edibles sold, should such examination be considered necessary by the University Administration.
 - (f) 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.
3. The University Administration may prohibit the sale of any particular item when the Licensee is not in possession of such equipment as the University Administration considers necessary for the preparation, storage and sale of such item under satisfactory and hygienic conditions and such restriction will remain effective until such time as the Licensee is in possession of the equipment considered necessary. If satisfactory equipment is available with the Licensee but is not used properly the sale of items concerned may be prohibited.

TENDERER/LICENSEE

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4. 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 University Administration for covering such articles for sale as are liable to contamination by flies and other insects.
5. The Licensee of his staff shall,
 - (a) Obtain prior approval of the Licensor for the furniture and equipment that may be used by him, in the service centre.
 - (b) Not make any additions or alterations to the building, installations, furniture etc., without the prior written approval of the University Administration.
 - (c) Keep the premises and surroundings of business, clean and tidy and are subject to inspection by the officials of the Licensor and the Municipal/Panchayat authorities.
 - (d) Not exhibit/permit any advertisement except the name of his business.
 - (e) Maintain a suggestion and complaint book at the Service Center and be made available to the public on demand. The said suggestion book shall be produced to the officials of the University 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.
6. (a) The Licensee and his salesmen (if any) must always appear in clean uniforms consisting of Khaki close buttoned coat with dhoti or pyjama and black cap or as may be approved of by the University Administration. Uniforms shall be provided by the licensee at his own expense. All vendors should wear metal badges showing number and the name of the licensee.

(b) The Licensee shall for the purpose of fulfilling his obligations under the agreement appoint male persons, who shall be of good character, fit, well behaved and skillful in their business with the approval of the University Administration. The Licensee or his staff/servants shall wear such uniforms and metal badges as may be approved by the University Administration. 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 University Administration, misconducts himself or be in any way unfit or unsuitable for the purpose of the business to the carried on in the said premises.
7. The Licensee shall also have the character of all persons employed by him verified by the police to the satisfaction of the University Administration before employment.

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8. (a) Neither the Licensee nor any of his employees or agents, shall, at any time during the continuance of this agreement, practice untouchability in any form whatsoever in the course of or in any manner connected with the working of this agreement nor impose any disability whatsoever against any person on the ground of untouchability. The Licensee and his employees and agents shall at all times during the continuance of this agreement fully observe and comply with the provisions of the untouchability thereof for the time being in force, and shall not do or permit anything to be done for the purposes or under the provisions of this agreement, which is in contravention of the provisions of the said act. The Licensee hereby agrees to indemnify the University Administration from and against all actions, claims and penalties which may be suffered by the University administrations, or by any person employed by it, by reason of any default on the part of the performance of the provisions of the untouchability (offenses) Act XXII of 1955, or any re-enactment or modification thereof for the time being in force.
- (b) In the event of failure of the Licensee his agents or servants, at any time during the continuance of this agreement to duly observe and comply with the provisions of the said act, or any re-enactment or modification thereof for the time being in force, or, in the event of failure on the part of the Licensee his servants or agents, to duly observe and comply with the provisions of this clause, the University Administration, without prejudice to its other rights and remedies whether under this agreement or by law and without prejudice to any penalty to which the Licensee his servants or agents, may be subject under the provisions of the Untouchability (offenses) act, 1955, shall be entitled to terminate this agreement forthwith and without any notice to the Licensee and the Licensee shall not be entitled to claim any compensation or damages from the University Administration on account of such termination.
9. The Licensee shall provide assistants who shall not be under the age of 15 years to vend on the Acharya Nagarjuna University Campus. The Number of assistants shall be determined, entirely at the discretion of the University Administration. The Licensee shall not in any capacity employ and persons of bad character or any persons whose antecedents have not been investigated by police authorities and shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, father's name, address and the place at which employed, with the left-hand thumb impression of the employees affixed thereon in printer's ink, which shall be carried by the employee while on duty; and the same should be attested by the University Administration. The expenses for such verification and identity card will have to be borne by the Licensee.

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- 10.(a) The Licensee shall observe and perform all the provisions or the payment of wages Act (Act IV of 1936) or any statutory modification thereof for the time being in force and any rules and regulations made there under with regard to the payment of wages to all persons employed by him under this agreement and shall indemnify the University administration from and against any claim under the Act by or on behalf of any person employed by him and in respect of any application by any inspector appointed under the act relating to a breach or non-performance by the licensee of any of his obligations under the act and any costs incurred by the University administration in connection with any such claim or application. If, in compliance with the terms of this contract the licensee supplied any labour to be used wholly or partly under the direct orders and control of the University administration whether in connection with any work being executed by the licensee or otherwise for the purpose of the University administration, such labour shall for the purpose of this clause still be deemed to be persons employed by the Licensee. If any moneys shall as the result of any claim or application as aforesaid, be ordered to be paid by the University administration such moneys shall be deemed to be moneys payable to the University administration by the licensee and on failure by the Licensee to repay to the University administration any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the University administration shall be entitled to recover the same from the licensee.
- (b) The Licensee shall pay not less than the minimum fair wage to the workers engaged him; the fair wage being the wages paid for similar work in the neighbourhood and shall otherwise comply with the provisions of the payment of wages act, 1936 or any statutory modification or re-enactment thereof, or rules framed thereunder.
- © The licensee shall keep a proper record of such payments, etc., and submit a certificate every month to the University administration of his having done so. The records shall be open to inspection by the University administration or any person authorized by them.
- (d)The University 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 there of.
11. The University Administration is exempted from all liability, howsoever caused, under the workmen's compensation act, in respect of injury effected by or the death of the licensee or servants employed him, and the licensee shall indemnify the university administration from and against all claims made under such act and all costs and expenses incurred by the university administration in respect thereof.
12. (a) Maintain for himself and/or his duly approved agent and his staff an attendance register showing the names of each individual member of the staff (including his agent) employed by him and mark their attendance. This Register shall be available for inspection by the University Administration.

TENDERER/LICENSEE

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(b) The licensee shall maintain correct daily sales accounts register and make them available to the University Administration on demand.

13. The Licensee or any of his servants shall not erect huts or any structures of any sort of kind in the said premises except with the prior written approval of the University 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 University administration, prior to construction and erected by him at his own expense and to the satisfaction of the University administration and shall be dismantled at his own expense immediately if so required and in any event at the termination of the agreement. The dismantling of the structures shall leave the University administration free of liability and no right shall accrue to the licensee for any compensation. The area/areas allotted to the licensee shall be demarcated in the plan duly produced and approved by the University administration and shall form part of this contract, as Schedule 'B'.
14. 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.
15. The Licensee shall pay any tax/taxes imposed by central Government, state Govt., Municipality, panchayat and others having the authority to do so.
16. Neither the Licensee nor his salesmen shall sell any wines, beer other spirituous liquors or alcoholic beverages within the premises of the University Administration.
17. The University Administration reserves the right to deploying University officials to supervise the functioning of licensee 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 University officials so deployed shall be determined by the University administration and shall be recovered from the licensee.
18. Upon breach by the Licensee of all or any of the terms hereof and or if in the opinion of the University administration, the licensee and or his staff is not conducting sales within the university administration's premises in a satisfactory manner and or if in the opinion of the University administration or other officer of the university administration duly authorized on their behalf a complaint made by the public be substantiated, the University administration or other officer of the University administration duly authorized on their behalf may at their discretion impose a penalty not exceeding Rs.100/- (Rupees one hundred only) which the licensee agrees to pay, or may at their or his discretion summarily and without notice or compensation, at any time during the period of this agreement and without prejudice to any other rights or remedies to which the University administration may be entitled under the agreement or by law, terminate forthwith these presents and forfeit all license fees and other sums that may have been paid by the licensee hereunder. Upon the cancellation of these presents in the manner aforesaid the licensee shall forthwith vacate the premises of the University Administration and remove all his property therefrom.

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19. The Licensee shall run the services centre from 07.30 a.m. to 8.00 p.m. on all working days of university. However on specific instructions from the University administration, the services centre should be open and run at other timings as instructed on holidays also.
20. Not withstanding anything herein before stated, the University administration shall be at liberty to sell, departmentally or through any other agency, the refreshments and other items on Acharya Nagarjuna University campus and to open a vegetarian refreshment room or Non-vegetarian refreshment room or other refreshment at Acharya Nagarjuna University campus and the licensee shall not prevent the University administration in any way from supplying food, etc., to users if so required or object to or prevent sales by and itinerary store on Acharya Nagarjuna University campus.
21. Nothing herein contained shall purport of operate to declare, assign, limit or extinguish, whether in present or in future in favour or 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.
22. 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 whosoever and it is agreed that on any violation of this term and condition this contract shall immediately cease and determine.
 - (b) Him self 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 University 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.
23. (a) The Licensee shall be responsible for any damage to the premises of the University administration, occupied by him and to any of the property of the University administration in his charge occupation when such damage due to some fault, neglect or carelessness on the part of the licensee or of his agents or staff/servants and he shall be liable to pay to the University administration the amount of such damages as assessed by the University Engineer or other officer of the University administration authorized in this behalf, whose decision upon any question in this connection shall be final, whether such question is as to be liability of the licensee or as to the amount of damages to be paid by him. The licensee shall bear the cost of all repairs necessary to the proper up keep of the stall and or premises of the University administration, used by him whether such repairs are carried out by the University administration or by the licensee with the approval of the University administration.

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- (c) The licensee shall restrict himself to the accommodation provided by the University administration and not encroach on other accommodation, nor erect any structure without the prior approval of the University administration. Any such structure, if permitted, shall be to the satisfaction of the University Engineer and shall be dismantled immediately if so required and in 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.
24. (a) In addition to the monthly license fee stipulated under this agreement, the licensee shall pay the charges due towards (i) electricity, (ii) water supplied by the licensor. However, the licensor shall not give any guarantee for the supply of water and electricity. The current will be supplied through a meter.
- (b) The licensee agrees to pay within 10 days for electric energy consumed at the rates which may be fixed by the University 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 University administration.
- © The Electric charges will have to be paid by the Licensee for the current consumed by him as per the bills sent by the University administration or other University official, every month at the rate prevailing for the month. Normal lighting and fans are provided by the University and if any additional electrical wiring/fittings/fixtures required for additional fans, lights, power points that are required will have to be provided by the licensee at his cost after obtaining permission from the University administration.
- (d) The Licensee agrees to pay to the University administration charges in respect of water supplied to the licensee at the rate of Rs.50-00 (Rupees fifty only) per month. These water charges shall be paid on or before 10th of every month, the first of such payments being for the month of _____ 2010 to be paid on or before _____ day of _____ 2010.
25. The University will attend to the maintenance of the building and other repairs. Kitchen shall be white washed/cement painted once in 6 months at the cost of licensee. The licensee has to keep the building clean viz., removing the cobwebs, and removing dust on doors and windows every week at his own cost.
26. (a) The Licensee shall within ten days from the date hereof deposit with the Registrar, Acharya Nagarjuna University a sum of Rs.15,000/- (Rupees Fifteen thousand only) as security, in addition to the E.M.D. paid, for the due and complete performance of the provisions of this agreement. This deposit may be made through demand draft in favour of the Registrar, Acharya Nagarjuna University, payable at the State Bank of India, University Campus branch, no interest on this deposit will be allowed.

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(b) The security deposit referred to above may be confiscated by the University administration in the event of any breach on the part of the licensee of the terms of this agreement or in the event of unsatisfactory service or in the event of anything becoming payable by the licensee to the University administration and this notwithstanding any other rights and remedies of the University administration at law or by virtue of this agreement.

© In the event of the security deposit or any portion therefore being forfeited, appropriated, applied or used by the University administration under the provisions of this agreement then the licensee will on demand provide further security in the place of the security forfeited, appropriated, applied or used as aforesaid so as to make up the security deposit to the amount required as aforesaid.

27. (a) All sums payable under this agreement shall be paid to the Registrar, Acharya Nagarjuna University, Nagarjunanagar, through DD in favour of The Registrar, Acharya Nagarjuna University, payable at State Bank of India, University Campus Branch.

(b) The licensee shall, irrespective of any other provisions in this agreement pay to the University administration within seven days from the date of demand, all amount due to that may subsequently be found due payable to the university administration in respect of any other transactions or agreements made in the past or present by the licensee with the University administration in addition to those payable under this agreement. This is, however, without prejudice to other rights or remedies of the University administration to recover such amounts.

28. (a) In the event of this agreement being terminated under clause, 38 hereof the University administration shall refund to the licensee such proportion of the sums paid under clause 29 hereof for the unexpired portion of the period for which such payments have been made.

(b) In the event of the contract being terminated by the University administration under clause 2(f) or 10(d) or 18 or 22 or 34, the licensee is not entitled for any refund of the license fee and depreciation charges etc., for the unworked/balance period of the contract.

29. (a) The Licensee shall pay THREE MONTHS license fee AS ADVANCE for the occupation of the premises allotted to him by the university administration for the purposes of this agreement. Such advance license fee shall be paid before entering into deed/agreement.

(b) The licensee further agrees to the payment of any increase in the rates fixed by the University administration from time to time during the continuance of the agreement and also agrees to pay the University administration composite license fees at the rates revised by the University administration pursuant to this clause, with effect from the day the revised rate has been brought into force notwithstanding that the licensee is informed of the revised composite license fee after

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the date from which such revised rates become effective 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 University administration in regard to the rates fixed or revised shall be final and binding on the licensee.

30. The business of the licensee to be carried on in the premises of the University administration, shall be carried on at the sole risk of the Licensee, and the licensee shall indemnify the University administration from and against all liability for damages, costs, charges and expenses, both legal and otherwise, to which the University administration or any of its servants may be put by reason of any loss or injury caused to or suffered by any University employees, students, research scholars, workers by bad contaminated articles sold or supplied in the said premises by the licensee and or any loss or damage caused to the University administration through the negligence or fraud of the licensee, his servants or agents. Such damages, costs, charges and expenses shall be paid by the licensee to the University administration immediately on demand being made therefore.
31. (a) 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.

(b) 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 (b) above, may permit the licensee to remove his articles after paying the arrears of License fee, water and electricity charges, depreciation charges if any, within one week from the date of taking possession of the said premises.

(d) 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.

(e) The proceeds in the said auction will be adjusted towards the arrears of License fee etc., and the balance, if any, will be refunded to the licensee.

(f) Failure to deliver vacant possession by the Licensee to the licensor, shall entitle the licensor to forfeit the Security deposit.
32. The licensee shall not be entitled to allow any other person to occupy the premises in his possession or to use any part thereof.
33. The Licensor may 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.

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34. The Licensor 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.
35. In all disputes in the scope of doubts or interpretation of the clauses or conditions and application of this license or otherwise, the decision of the Registrar, Acharya Nagarjuna University, Nagarjunanagar shall be final & binding on the Licensee.
36. The University administration 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 University/ Colleges due to any unforeseen circumstances.
37. This agreement shall come in to force as and from the _____ day of _____ 2010 and shall subject to the provisions for earlier termination herein contained, remain in force for a period of two years.
38. Provided nevertheless that this agreement may be terminated either party giving to the other of them not less than three calendar month's notice in writing in that behalf without designing any reasons therefore. However, no license shall be terminable with in one year except for default in payment of license fee in which case, the license can be terminated with a month's notice. If the licensee default in payment of licensee for 3 months consecutively or 3 times in a calendar year, the license can be terminated with a month's notice effective from the date of default and forfeit the security deposit.
39. Subject as otherwise provided in this contract, all notices, consents, sanctions, directions, and applications to be given on behalf of the Registrar, Acharya Nagarjuna University, Nagarjunanagar and all other action to be taken on his behalf may be given or taken on his behalf by himself or Deputy Registrar (Administration).
40. In the even to the death or insolvency of conviction by a criminal court, of the Licensee, this contract shall automatically cease.
41. If the licensee shall die during the continuance of the agreement, the University administration may at its discretion permit the heir/heirs of the deceased licensee to work the unexpired period of contract.
42. In witness there of, the parties here to set their hands this _____ day of _____ 2010.

TENDERER/LICENSEE

REGISTRAR

Witness to the signature of the Registrar,
Acharya Nagarjuna University, Nagarjunanagar.

1. Signature

Name

Address

2. Signature

Name

Address

Signature of the Licensor
Registrar,
Acharya Nagarjuna University,
Nagarjunanagar – 522 510

Witness to the signature of the Licensee

1. Signature

Name

Address

2. Signature

Name

Address

Signature of the Licensee
Name:
S/o.
Address:

ACHARYA NAGARJUNA UNIVERSITY: NAGARJUNANAGAR – 522 510

Tender Document Issued to Sri _____

(NOT TRANSFERABLE)

T E N D E R

To
The Registrar
Acharya Nagarjuna University,
Nagarjunanagar – 522 510.

Sir,

Sub: Tender for "Running the Tiffin Centre at CDE Building/ Engineering College for at Acharya Nagarjuna University Campus, Nagarjunanagar

1. I/we hereby tender and if this tender be accepted undertake to run the business "Running the Services Centre for services such as providing General, Fancy and Stationery stores, photo-copier, Public Telephone, Courier services, other essential commodities etc., at A.N.U. Campus". In accordance with the terms and conditions supplied with the Tender form.
2. I/we have completed the Schedule 'A' annexed for which I/we agree to pay a License fee offered by me/us therein under the terms and conditions of the agreement.
3. I/we certify that I/we have paid all the dues owing to the University in respect of the previous contract(s). I/we held or am/are holding, to which effect the certificate of the concerned, which is enclosed (applicable to persons holding previous contractors).
4. I/we agree to keep the offer in this tender valid for a period of Three Months mentioned in the tender notice and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever the earnest money deposited by me/us will be forfeited to the Registrar, Acharya Nagarjuna University, Nagarjunanagar.
5. I/we hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/we have carefully followed the instructions in the tender notice and have read the enclosed documents, schedules and conditions/specifications therein, and that I/we have made such examination of the contract documents and of the specifications and quantities and of the locations where the said work required to be done and in regard to the materials required to be furnished as to enable me/us to thoroughly understand the intention of the same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said plans and specifications, and distinctly agree that I/we will not hereafter make any claim or demand upon the Registrar, Acharya Nagarjuna University, based upon of arising out of any alleged misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations restrictions and conditions.

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6. I/we enclose here with a demand draft on the State Bank of India, Nagarjunanagar for the payment of Rs.15,000/- (Rupees Fifteen thousand only) as Earnest Money Deposit not to bear interest. If my/we tender is not accepted, this sum shall be returned to me/us on my/our application when intimation is sent to me/us of rejection or at the expiration of three months from the last date of this tender which ever is earlier. If my/we tender is accepted the earnest money shall be retained by the Registrar, Acharya Nagarjuna University as security for the due fulfillment of the contract. If upon written intimation to me/us by the Registrar, Acharya Nagarjuna University, I/we fail to attend the said office on the date therein fixed or if upon written intimation being given to me/us by the Registrar, of acceptance of my/our tender, I/we fail to make the additional security deposit or enter into the required agreement as defined in clause 5 of the tender notice then I/we agree to the forfeiture of the earnest money. Any notice required to be served on me/us personally or forwarded to me/us post (Registered or ordinary) or left at my/our address given herein. Such notice shall, if sent by the post deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.
7. I/we fully understand that the written agreement to be entered into between me/us and the Registrar, Acharya Nagarjuna University, Nagarjunanagar shall be the foundation of the rights of both the parties and contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contracts on behalf of Acharya Nagarjuna University.

TENDERER/LICENSEE

REGISTRAR

ACHARYA NAGARJUNA UNIVERSITY :: NAGARJUNANAGAR – 522 510

TENDER NOTICE

No.ANU/Engg./T.N./SER-CENT/2010,

Dated 08-07-2010

1.0 Details of Business

- 1.1 Name of business:- **“Running the Tiffin Centre at CDE Building/ Engineering College for at Acharya Nagarjuna University Campus, Nagarjunanagar**
- 1.2 Cost of Tender schedules: Rs. 1120/- (Rupees One thousand One hundred and twenty only)
- 1.3 Last date for receipt of application for Tender Schedule: 21-07-2010 upto 2.00 P.M.
- 1.4 Tender Schedule will be issued to approved applicants: from 08-07-2010 at 10.30 AM to 21-07-2010 upto 5.00 PM.
- 1.5 Time and date of receipt of tenders: 22-07-2010 at 2.00 P.M.
- 1.6 Time and date of opening of tenders: 22-07-2010 at 3.00 P.M.
- 1.7 Earnest money deposit for this tender is Rs. 15,000/- (Rupees Fifteen thousand only)
- 1.8 The period of contract is one year from the date of handing over of the premises to the licensee.

2.0 RECEIPT AND OPENING OF TENDERS:

- 2.1 Tenders will be received by the Registrar, Acharya Nagarjuna University, Nagarjunanagar at his office up to the above time and date as specified in clause 1.5. The tenders should be in the prescribed form obtained from the Registrar, Acharya Nagarjuna University, Nagarjunanagar.
- 2.2 Tenders must be submitted in sealed covers and should be addressed to the Registrar, Acharya Nagarjuna University, Nagarjunanagar, the name of the Tenderer, the name of the work and the time and date of opening the tender being noted on the cover.
- 2.3 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the Co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given. If the tender is made by corporation, it shall be signed by a duly authorized officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.

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2.4 The tenders will be opened by the Registrar, Acharya Nagarjuna University, Nagarjunanagar or any authority authorized for this purpose at his office on the time and date specified in clause 1.6 above. The tenders or their agents are expected to be present at the time of opening of tenders. The tender receiving officer will, on opening each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all such corrections in the presence of the tenderers. If any of the tenderers or their agents find it inconvenient to be present at the time, the tender receiving officer will on opening the tender or the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.

3.0 EARNEST MONEY DEPOSIT:

3.1 Each tenderer must pay an earnest money deposit amount a specified in clause 1.7 above by a crossed demand draft in favour of the Registrar, Acharya Nagarjuna University, Nagarjunanagar, payable at the State Bank of India at Campus Branch and enclose the demand draft to the tender.

3.2 The tender received without the stipulated earnest money deposit will be summarily rejected.

3.3 The earnest money will be refunded to the unsuccessful tenderer on application, after intimation is sent of rejection of the tenderer or at the expiration of three months after the last date prescribed for the receipt of tenders, whichever is earlier.

This refund will be authorized by the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar by suitable endorsement on the demand draft or by issue of cheque on State Bank of India in favour of the unsuccessful tenderer.

3.4 The earnest money will be retained in the case of the successful tenderer, and will not carry any interest. It will be dealt with as provided in the tender.

4.0. DISPOSAL OF TENDERS

4.1 The tenders received will be decided within a period of three months after the expiry of the last date prescribed for the receipt of tenders and the decision regarding the disposal of the tenders will be indicated at any time with in the said period.

4.2 During the above mentioned period no plea by the tenders for any sort of modifications of the tender based on or arising out of any alleged misunderstanding or misconception or mistake or for any reason will be entertained.

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- 4.3 In consideration of the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar undertaking to investigate and to take into account each tender and in consideration of the work, thereby involved, all earnest monies deposited by the tenderer will be forfeited to the Acharya Nagarjuna University, in the event of the tenderer either modifying or withdrawing his tender at his instance within the said period of three months.
5. When a tender is to be accepted, the tenderer, whose, tender is under consideration, shall attend the office of the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar on the date fixed by written intimation to him. He shall forthwith upon intimation being given to him, by the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar of acceptance of his tender, make a further security deposit of Rs.15,000/- (Rupees Fifteen thousand only) in the shape of Demand draft in favour of the Registrar, Acharya Nagarjuna University, Nagarjunanagar, payable at State Bank of India, Campus Branch and sign an agreement in the proper departmental form, for the due fulfillment of the contract. This security deposit, together with earnest money will not bear any interest and shall be retained as security for the due fulfillment of this contract. Failure to attend the office of the Registrar, Acharya Nagarjuna University, Nagarjunanagar on the date fixed in the written intimation from such office or to enter into the required agreement or to make the security deposit as defined in this paragraph shall entail forfeiture of the earnest money. The written agreement to be entered into between the Licensee and the Nagarjuna Univeristy shall be the foundation of the rights of the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the Licensee and then by the proper officer authorized to enter into contracts on behalf of the Nagarjuna University.
 6. If further necessary information (not of confidential nature) is required, the Registrar, A.N.U. will furnish such, but it must be clearly understood that tenders must be received in order, and according to instructions.
 7. The Registrar, A.N.U. or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefore.
 8. Preference in the selection, from among the tenderers will be given other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified meant their cost to look after the work.
 9. A statement giving brief particulars of equipment and resources that will be put for due performance of the contract by the tenderer under the following classifications should accompany the tender.

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10. Earnest Money deposit of unsuccessful tenderer will be returned after their credits are compared with the full details. EMD of successful tenderer will be released after two months of satisfactory completion of the period of contract.
11. If any additional security deposit is demanded by the Registrar, A.N.U. , the Tenderer will be bound to remit the same on intimation, before entering into agreement.
12. A retired officer of the University is disqualified from tendering for a period of two years from the date of retirement without the previous permission of the University. The contract is liable to be cancelled if either the Licensee or any of his employees is found at any time to be such a person who had not obtained the permission of the University as aforesaid before submission of the tender or engagement in the contractor's service. A contractor shall not be eligible to tender for works when any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineer and above on the Engineering side and superintendent and above on administrative side. The contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of non-gazetted University employees related to him. Failure to furnish such information shall render his contract liable for cancellation. Employees of the University including NMRs and daily wage workers and their relatives are not eligible to submit any tender.

*Note: Near relatives include;

- Sons, Step-sons, Daughters and step-daughters
- Son's-in-law and Daughter's—in-law
- Brother's –in-law and Sister's-in-law
- Brothers and Sisters
- Father and Mother
- Wife/Husband
- Father-in-law and Mother-in-law
- Nephews, Nieces, Uncles and Aunties
- Cousins, and
- Any person residing with the contractors.

- 13 The Licensee shall be solely responsible for the payment of sales tax under the provisions of the Andhra Pradesh general Sales Tax Act, as in force for the time being and the rates for the various items shall remain unaffected by any change that may be made from time to time in the rate at which such tax is payable.
- 14 All the tenders shall accompany with EMD amount as given at clause 1.7 above. The Tenders received without the EMD will be summarily rejected.

TENDERER/LICENSEE

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SCHEDULE 'A'

A. Nature of the business for which

Tender is offered : "Running the Tiffin Centre at CDE Building/
Engineering College for at Acharya Nagarjuna
University Campus, Nagarjunanagar.

B. Particulars of Place

: Nearly constructed GI sheet roof shed behind Auditorium in
ANU Campus

**C. Monthly license fee offered
In figures and words.**

:Rs. _____
(Rupees _____
_____ only)

D. Amount of EMD i.e., demand Draft:

Rs. _____
B.C. No. _____
Date _____
Bank _____.

E. I/we offer the following sureties who have signed here as guarantees:

Name of the surety and full address	Occupational & Financial status	Signature of the Sureties For the execution of the Provisions of the agreement
1)		
2)		

Full address and particulars of the tenderer:

SIGNATURE OF THE TENDERER

_____.

Phone No. _____

TENDERER/LICENSEE

REGISTRAR

ACHARYA NAGARJUNA UNIVERSITY: NAGARJUNANAGAR – 522 510

SCHEDULE 'B' – LIST OF DRAWINGS

Name of the work: "Running the Tiffin Centre at CDE Building/ Engineering College for at Acharya Nagarjuna University Campus, Nagarjunanagar.

All drawings given hereunder are to be signed by the Tenderer/Licensee as well as the Registrar, A.N.U.

S.No.	Drawing No.	Date	Description	No. of Sheet
1.	24/1	19-02-1999	Site Plan and building plan showing the Acharya Nagarjuna University.	1 No. (One only)

TENDERER/LICENSEE

REGISTRAR

ACHARYA NAGARJUNA UNIVERSITY: NAGARJUNANAGAR – 522 510

SCHEDULE 'C' – SPECIAL CONDITIONS

Name of the work:: "Running the Tiffin Centre at CDE Building/ Engineering College for at Acharya Nagarjuna University Campus, Nagarjunanagar.

1. Scope of Tiffin Centre: The scope of services are to be provided Tiffin only
2. License will be given for a period of 1 (ONE YEAR) for **"Running the Tiffin Centre at CDE Building/ Engineering College for at Acharya Nagarjuna University Campus, Nagarjunanagar.**
3. THREE MONTHS LICENCE FEE is collated in advance as security deposit at the time of entering into license deed, which does not carry any interest. The Licensee shall pay the SECURITY DEPOSIT AND THREE MONTHS ADVANCE LICENCE FEE within 15 days from the date of receipt of acceptance letter cum allotment order or otherwise.
4. Monthly license fee is payable before 10th of every month.
5. An interest of 36% per annum is liable to be paid by the licensee in case of belated payment of monthly license fee, electricity and water charges.
6. Security deposit is refundable on completion of the terms and conditions subject to satisfactory performance.
7. Security deposit is liable to be forfeited in the event of breach of terms and conditions by the licensee.
8. No sub-letting of the premises is allowed. Subletting or subleasing will be violation of terms and conditions of the agreement and the license is liable for termination and security deposit shall be forfeited.
9. Licensee is liable to pay the damages if any caused, to the premises or property of the Licensor, by his agents or workmen or Managers, representatives, as determined by the licensor, licensor shall have the right to recover such amounts from the security deposit.
10. In the event of the EMD being paid is less than what is stipulated in the tender notification of the EMD is paid through other means i.e., in a manner other than stipulated in the tender notification, it shall be forfeited to the A.N.U. without any notice.

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11. Licensee shall bear the Electricity and water charges. Sales tax, if any, penalties, if any, levied by the local authorities for non-payment of taxes etc., will also have to be borne by the licensee. Stamp duties if necessary will have to be borne by the licensee.
12. No advertisements shall be exhibited on the premises, except the name of the business.
13. The license shall be terminable with a three months advance notice on either side. However, no license shall be terminable within one year except for default in payment of license fee in which case the license can be terminated with a month's notice. If the licensee default in payment of license fee for 3 months consecutively or 3 times in a calendar year, the license can be terminated with a month's notice effective from the date of default and forfeit the security deposit.
14. On expiry of the term of license or on termination as the case may be whichever is earlier, the licensee shall deliver the vacant possession of the premises. If the licensee fails to deliver the vacant possession, he is liable for forfeiting the security deposit and for further criminal and civil proceedings.
15. In the event of death of the licensee, the license shall come to an end. However, the licensor may permit the legal heirs of the licensee to run the business on the same terms and conditions for the remaining period of license, on execution of a fresh deed of license by such legal heirs. Extension is not permitted. But this may be considered, and such consideration will be on merits of the case.
16. A complaints/suggestion book shall be maintained and the same be made available to the consumers for recording the complaints in writing. The complaint book shall be inspected by the inspecting officials of A.N.U. the licensee shall take and prompt action taken to rectify the deficiency pointed out by inspecting officials. The complaint book should be produced to any authority of A.N.U. or public.
17. Tender should be submitted in sealed cover for super scribing the name of business, with demand draft for the EMD amount.
18. The EMD amount shall be paid in the form of demand draft drawn in favour of 'The Registrar, A.N.U. Nagarjunanagar, payable at SBI, A.N.U. campus Branch, demand draft in favour of any other will be rejected.
19. In case of successful tenderer does not, with in time specified to occupy the premises and pay the security deposit, EMD will be forfeited by the University. He should start the business within 21 days from the date of receipt of communication of acceptance-cum-allotment of license.

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20. The tender form which does not contain the full particulars required or in which the particulars are not clearly, legibly filled in, are liable to be rejected.
21. The tender form without demand draft for EMD amount will be rejected. Fixed deposits or any other deposits other than the demand draft will be rejected.
22. In all disputes on the scope and doubts or interpretation of the clauses of conditions and application to this contract or otherwise, the decision of the Registrar, A.N.U. shall be final and binding.
23. The University reserves the right to accept or reject any or all tenders without assigning any reason.
24. The University reserves the rights to reduce the area mentioned or change the proposed place, if required for the use of A.N.U.
25. The successful tenderer has to provide the infrastructure required for running the business at his own cost. No more facilities will be provided by the University than that exists for as on date.
26. The centre shall be opened within 21 days for the date of acceptance-cum-allotment order and license fee shall be payable from that day if not occupied or from the date of occupation whichever is earlier.
27. Security deposit shall be paid within 15 days from the date of receipt of communication of acceptance-cum-allotment letter of license or otherwise EMD will be forfeited.
28. The licensee shall have to run the business for a minimum period of one year from the date of entering into agreement. If the licensee desires to vacate the premises for what so ever reasons, before completion of minimum period of one year, he/she has to pay the balance amount which falls short of the amount equivalent to one year's license fee.
29. The allotment shall be on non-exclusive basis (i.e.) University shall have the right to grant license to more than one licensee to run the same business/services or part of business/services in the A.N.U.
30. Licensee shall construct booth with Aluminum panels as direct by University Engineer.
31. The licensee shall provide and maintain in good repair and use two sanitary dust bins of approved pattern and provided with lids. These dust bins should be daily used for the storage of waste food and sweepings, of the floor, ash etc., and the contents should be placed daily by the licensee's sanitary worker at the places shown by the University Administration.

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32. 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.
33. Sale of cool drinks is prohibited in the Tiffin Centre.
34. The licensee shall not employ any person suffering from any contagious or infectious disease in the premises in any capacity until they are certified fit for the duty by the University Medical Officer.
35. The licensee shall not put up, nor shall be allowed to be put up any "Panshop" at the entrance or near the premises of inside the premises allotted to him.
36. 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 of Manager to enable the customers to note their complaints and suggestions therein.
37. The Licensee should provide door mats or proper size made of galvanized wire coir-mats at each entrance of the rooms.
38. Every night after 10.00 p.m. all the floors of the service centre should be washed and cleaned with disinfectants.
39. Sufficient spittoons with sand should be provided at the verandah corners for the use of the customers.
40. The Services centre shall be named as "ACHARYA NAGARJUNA UNIVERSITY TIFFIN CENTRE".
41. The licensee shall enter into an agreement/deed on a Bond paper worth Rs.100/- with the University represented by its Registrar.
42. Waste materials, garbage, dust, left avers etc., shall be dumped by the licensee at the place shown in the drawing attached as Schedule 'B'.

TENDERER/LICENSEE

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