

Ref. No.: RGUKT/AP/SKLM/FOOD COURT/NIQ No. 53/2022(2nd Call) Dt.: 23.06.2022

BID DOCUMENT

Open Competitive Bid (OCB)

NOTICE INVITING TENDER

For

**TO MAINTAIN FOOD COURT IN THE PREMISES OF RGUKT-AP,
SRIKAKULAM CAMPUS**

At

1. Main Gate

2. Hostel Block



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES-A.P
SRIKAKULAM CAMPUS
S M PURAM (V), ETCHERLA (M), SRIKAKULAM (D)
ANDHRA PRADESH-532402
Phone: 08588-283687**

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Time Schedule of Canteen Tender related events

(To the Maintenance of the food court at the campus of RGUKT, Srikakulam)

Bid calling date	23.06.2022
Bid document downloading start date	23.06.2022 at 11:00 AM
Last date for queries if any	28.06.2022, 12.00 Noon
Pre-Bid Meeting	28.06.2022 at 3.00 PM
Last date & time for submission of documents (hard copies)	05.07.2022 at 5:00 PM
Technical bid opening date &time	08.07.2022 at 10:30 AM
Price Bid opening date & time	08.07.2022 at 3.00 PM
Bid Processing Fee (Non-Refundable)	Rs. 3000/- by way of DD form from any Nationalizedbank in favor of The Director RGUKT Srikakulam payable at Etcherla.
Contact person	Administrative Officer, RGUKT, Srikakulam
Reference No:	Ref. No.: RGUKT/AP/SKLM/FOOD COURT /NIQ No. 53/2022 (2nd Call)

CLARIFICATIONS:

- i. Queries if any can be made through email only on ao.sklm@rgukt.in on or before **27.06.2022, 12.00 Noon**. 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-Srikakulam's website i.e. www.rguktsklm.ac.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.

Sd/-
Administrative Officer
RGUKT Srikakulam

DECLARATION

FROM:

Dt.

To,
Director,
RGUKT-AP,Srikakulam.

Sir,

Sub.:To Maintain of Food court in the campus of RGUKT Srikakulam.

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 Srikakulam. 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 Srikakulam, 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 Srikakulam.

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

STATEMENT OF IMPORTANT LIMITS/ VALUES RELATED TO BID

Name of the Work	To Maintain of Food court in the campus of RGUKT Srikakulam.
EMD	Rs.15,000/- (by way of Demand draft from any nationalized bank. DD from other than nationalized banks will not be accepted)
Bid Validity Period	90 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 shall be initially for a period of 1 (one) year, which may be extended for further two years, one year at a time subject to satisfactory performance as decided by the competent authority, on the recommendations of the Committee.
Period of furnishing performance security deposit	Within 7 days from date of receipt of award
Security Deposit	Rs. 75,000/-
Period for signing the order of acceptance	Within 7 days from date of receipt of award
Area earmarked for food court 1 (At Main Gate) Area earmarked for food court 2 (At Hostel Blocks)	<ul style="list-style-type: none"> • 480 Sft • 750 Sft
Placing work orders	<ul style="list-style-type: none"> • All the tenderers need to be ready to run both food courts. • H1, H2, & H3 will be identified and treated as successful bidders.
GST	<ul style="list-style-type: none"> • GST @ 18% or at applicable rate payable on the monthly rent fees to be borne by the occupant
Periodicity of payment	<ul style="list-style-type: none"> • Rent Fee together with allied charges (Electricity and water charges) shall be payable on or before 5th of every subsequent month. In case delay of the payment of the rent, penalty charges will be levied i.e. Rs.100 per day.
Water Charges	<ul style="list-style-type: none"> • Raw and drinking water supplied to the Food Court will be charged as per Institute norms. Water charges for actual consumption should be paid in addition to the license/rent fee.
Electricity Charges	<ul style="list-style-type: none"> • Electricity charges will be levied on the contractor as per APSPDCL rates. Any increase in rates proposed by APSPDCL will have to be borne by the occupant.

<p>Procedure for bid submission</p>	<ol style="list-style-type: none"> 1. The bid comprises technical bid and financial bid. 2. The technical bid consists the demand drafts for application fee and EMD along with the required documents to meet the given eligibility criteria. 3. The financial bid consists the quoted price given in the format given in the tender document. 4. Both technical bid and financial bid documents must be submitted in separate sealed envelopes at the Administrative office before the deadline.
<p>Other Conditions</p>	<p>The RGUKT Srikakulam 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 Srikakulam will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded.</p>
<p>Evaluation Procedure</p>	<ol style="list-style-type: none"> 1. The Tenders will be opened on 05.07.2022 at 10:30 AM by the committee in the presence of Hon'ble Director RGUKT –AP, Srikakulam campus. 2. The Technical bids will be opened first on 05.07.2022 at 10:30 AM. 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 be considered and their tender stands rejected. 5. Among the successful bidders the H2 and H3 need to be willing to accept the price quoted by H1. RGUKT Srikakulam reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. RGUKT Srikakulam also reserves the right to cancel the selection process forward of the contract at any time. The decision of the RGUKT Srikakulam is final and binding.

TENDER SCHEDULE

1. PREAMBLE

The Rajiv Gandhi University of Knowledge Technologies (RGUKT), Srikakulam invites tenders from the eligible tenderers to run canteen/food court at the following locations.

(1) Near Main Gate

(2) At Hostel Block.

2. SCOPE

A food court need to be setup and run in the space given by the institute with the all food items given in annexure.

3. FACILITIES PROVIDED BY RGUKT Srikakulam

3.1. A space not exceeding 500 Sft and 750 Sft will be given to each food court. Water for cooking & drinking, Electric Facility with metered system will be supplied.

4. ELIGIBILITY CRITERIA

- 4.1. This bid is open to all firms registered in Andhra Pradesh who are eligible to do business under relevant State government laws as in force at the time of bidding, subject to meeting the prequalification criterion.
- 4.2. The Technical Bid should accompany a DD **Rs.15,000/- (Rupees Fifteen Thousand only)** drawn on any Nationalized Bank in the Name of **The Director RGUKT Srikakulam payable at Etcherla** towards Earnest Money Deposit (EMD). It is also permitted that those who participated in the earlier tender (1st call) can submit proof of earlier 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.
- 4.3. Licensee shall keep his/ their offer valid for a period of at least 3 months (90 days) 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.
- 4.4. The Licensee can be an Individual/Sole Proprietor, a Partnership Firm or a Limited/Private Limited Company or Corporation or Society.
- 4.5. The bidder should have successfully executed/provided **similar work service** in Govt. / Semi Govt. Organization / Organizations / registered individuals well known in the market for minimum 2 years. The bidder should submit the copy of work orders along with the relevant satisfactory performance and no dues certificates for the work/service rendered from the same organization.
- 4.6. Legal status of the firm
- 4.7. Firm Registration of labour department
- 4.8. 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-AP, Srikakulam shall be known as Employer/Institute”.

- 4.9. The successful Licensee within seven days from issuing/ receiving the Letter of Acceptance, be required to deposit an amount of **75,000/-** as security deposit by Demand Draft in the Name of The Director, RGUKT-AP, Srikakulam, payable at Etcherla and execute the Contract Agreement with the RGUKT-AP, Srikakulam as per the conditions given in the tender document, on a Non-Judicial Stamp Paper of Rs.10/-. 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.15,000/-** (Rupees Fifteen Thousand only) of EMD shall stand forfeited.
- 4.10. 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.
- 4.11. The Security Deposit amount of **75,000/-** 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 RGUKT-AP, Srikakulam claims against the Licensee. No interest amount will be paid for security deposit. No interest will be paid on the Performance Security deposited / remitted.

5. Technical bid

All the documents and demand drafts mentioned in the checklist to meet the eligibility criteria, need to be enclosed in Cover A.

6. Procedure to identify H1, H2 & H3

The Institute will open financial bids only from the technically qualified bidders and who submits the highest rate rent per month shall be declared as Successful bidder (H1) and communication to that effect shall be made subject to approval and as decided by the Competent Authority.

In case of a tie between eligible bidders where the highest rent fee is quoted by two or more of the bidders, revised bids will be invited on the spot to break the tie.

Note: H1 will be decided based on the highest price quoted for 1 Sft. (One Sft) among the participated bidders.

7. Terms and Conditions

- 7.1 Cleanliness and hygiene conditions need to be maintained in the food court and in its surroundings.
- 7.2 All the items must be prepared inside the food court except the packed items and no outside cooked items should be served.
- 7.3 In all the food courts a separate space must be reserved for faculty and staff of the institute for dining with a dedicated staff and proper furniture.
- 7.4 Bill need to be given for selling every food item with the quantity and rate.
- 7.5 All the staff members of the food court must be in proper uniform and wearing ID card.
- 7.6 The Licensee should obtain prior permission from the RGUKT-AP, Srikakulam for selling of new items if any, which are not covered in the schedule.
- 7.7 The pricelist with particulars of rates and quantities must be fixed in front of the food court and must be visible to all.
- 7.8 The ingredients must be used with the grade/brand as mentioned in the tender document.
- 7.9 The committee will be constituted by the institute to check quality and hygiene time to time.

- 7.10 The suggestions and instructions given by the committee need to be implemented without any delay.
- 7.11 Complaint register need to be maintained by the licensee and complaints should be addressed time to time.
- 7.12 No staff of the food court should found in drunken state. No smoking is allowed in the food court or in its premises.
- 7.13 Only food grade utensils need to be used.
- 7.14 Usage of disposable plastic items are not allowed instead paper made can be used.
- 7.15 Only gas stoves need to be used for the preparation of food with commercial cylinders.
- 7.16 On sufficient advance notice from the RGUKT-AP, Srikakulam Administration, the Licensee shall prepare and make available any item or items in sufficient quantity/quantities for a particular occasion as per agreed rates.
- 7.17 Depending to the extent of the violation in the above conditions, actions will be taken from imposing fine to termination of the contract with the discretion of the committee.
- 7.18 The successful bidder should make at least one mode of digital payment available at the payment counter all the time.

8. SAFTEY Requirements

The contractor should ensure that there is no short-circuiting, resulting in incidents of fire. There shall be no loose electrical connections and temporary fittings. Emergency fire extinguishers, CCTV cameras, Security guards etc. needed for the safety should be arranged by the licensee only

9. PERIOD OF CONTRACT

The contract shall be initially for a period of 1 (one) year, which may be extended for further two years, one year at a time subject to satisfactory performance as decided by the competent authority, on the recommendations of the Committee.

10. PLACE OF WORK AND VISIT TO SITE

Intending licensee shall visit the RGUKT Srikakulam 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

11. Forfeiture of EMD and Security deposit

- 11.1 The earnest money /security deposit shall be forfeited in full under the following circumstances
 - I. If the Tenderer withdraws his tender at any stage during the bid validity period.
 - II. If the work order has been issued but the contractor refuses to comply with it irrespective of the fact that RGUKT-AP, Srikakulam 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).

12. INSTRUCTION TO BIDDERS

- 12.1 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.

- 12.2 Bid should be strictly in conformity with the Terms and Conditions mentioned in the tender schedule. As a part of the compliance report duly filled in Tables A&B as explained in the Price Bid section should be provided by the bidder with signature for the price bid evaluation.
- 12.3 The licensee should bring their own equipment, kitchen equipment, utensils, grocery, plates, glass, spoons, dust bins, door mats and etc. RGUKT-AP, Srikakulam will not take any responsibility to provide the equipment's, utensils, grocery and any other items.
- 12.4 Return free to the RGUKT-AP, Srikakulam on termination/expiry of the agreement, any building(s) with fittings & fixtures, furniture or any other items handed over to the licensee, by the RGUKT-AP, Srikakulam.
- 12.5 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.
- 12.6 The RGUKT-AP, Srikakulam 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.
- 12.7 The successful bidder should not make any additions or alterations to the building, installations, furniture etc., without the prior written approval of RGUKT-AP, Srikakulam.
- 12.8 Maintain a Suggestion and Complaint book at the food court and be made available to the Public on demand
- 12.9 The employees of the licensee must be benefited with all labor laws such as providing ESI, PF etc.
- 12.10 The Administrative Officer, RGUKT-AP, Srikakulam will notify the bidder whose tender has been accepted.
- 12.11 The RGUKT-AP, Srikakulam 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.
- 12.12 The successful bidder shall execute an agreement with RGUKT on Non-judicial stamp paper worth Rs.10 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.
- 12.13 The RGUKT-AP, Srikakulam reserves the right to issue instructions/modifications at any point of time before award of contract.
- 12.14 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.
- 12.15 The licensee/contractor/service provider shall be responsible to see that no accident/mis-happening in whatsoever manner during execution of work.
- 12.16 The Licensee shall be solely responsible for the redressal of grievances/resolution of disputes relating to workers engaged by them. RGUKT-AP, Srikakulam shall, in no way, be responsible for settlement of such issues whatsoever.
- 12.17 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.
- 12.18 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 RGUKT-AP, Srikakulam.

- 12.19 In case, the Licensee fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the RGUKT-AP, Srikakulam is put to any loss / obligation, monetary or otherwise, RGUKT-AP, Srikakulam shall be entitled to get itself reimbursed out of the Performance Security Deposit of the Licensee, to the extent of the loss or obligation in monetary terms.
- 12.20 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.
- 12.21 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.
- 12.22 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 RGUKT-AP, Srikakulam.
- 12.23 He should install **water cooler with efficient water purification system at his own cost.**
- 12.24 The licensee shall run the food court from 7.00 AM to 8.00 PM on all the days. However on specific instructions from the RGUKT-AP, Srikakulam, the food court should be opened beyond the time schedule on a specific day(s) or should be closed on the specific days.
- 12.25 During Dussehra, Pongal and summer vacation Food courts in boys' hostel and girls' hostel must be closed.
- 12.26 The Licensee shall
 - 12.26.1 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 whomsoever and it is agreed that on any violation of this term and condition this contract shall immediately cease and determine.
 - 12.26.2 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 RGUKT-AP, Srikakulam Administrations 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.
 - 12.26.3 If the licensee fail to maintain the above instructions the security deposit will be forfeited.
- 12.27 The licensee should pay the monthly water charges and electricity charges on 5th of every month.
- 12.28 The Licensee shall make arrangement to provide the food in Buffet system, by providing of electronic billing system which will show the quantity and rate on bill.
- 12.29 The licensee should arrange the fire safety system/extinguishers in working condition at food court at specified places as instructed by RGUKT Srikakulam at his own cost.

13. REQUIRMENT FROM LICENSEE

The scope of work under the contract includes the following:

- 13.1 To Maintain of a Food court in the campus of RGUKT-AP, Srikakulam.
- 13.2 The contractor shall procure food items and vegetables of good quality to the satisfaction of the/by RGUKT-AP, Srikakulam Administration. RGUKT-AP, Srikakulam 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
 - 13.6 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.
 - 13.7 The licensee shall pay special attention to maintain the Food court in a neat and tidy condition at all times.
 - 13.8 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.
 - 13.9 The licensee shall ensure that sufficient man power is deployed for preparation and service including cleaning, washing and overall upkeep of Food court assets and premises.
 - 13.10 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.
 - 13.11 The raw material used for cooking can be checked by RGUKT-AP, Srikakulam officials at any time and if substandard/unauthorized materials are found, the contractor will be penalized at the discretion of by RGUKT-AP, Srikakulam and licensee will have to abide by it. The penalty will include at least Rs.10,000/- in case if it is found using substandard material.
 - 13.12 The Contractor shall submit two or three brands for each item and the Committee for Monitoring by RGUKT-AP, Srikakulam officials will select the brands that shall be used to prepare the dishes.
 - 13.13 The contractor should have sufficient equipment & crockery and other infrastructure to provide the service.
 - 13.14 No responsibility will be taken by the by RGUKT-AP, Srikakulam for credit sales to students and others, losses or pilferage.
 - 13.15 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.
 - 13.16 In case of power failure situation it will be the responsibility of the Licensee to arrange generator connection on his own cost. RGUKT-AP, Srikakulam is in no way responsible for provision of generator connection.
 - 13.17 The licensee shall be required to keep his staff fully insured against any mishap or accident.
 - 13.18 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 RGUKT-AP, Srikakulam 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 RGUKT-AP, Srikakulam.
 - 13.19 The Licensee shall not assign the contract. He shall not sublet any portion of the contract. In case of breach of this condition, RGUKT-AP, Srikakulam will serve a notice in writing on the Licensee rescinding the contract where upon the security deposit shall stand forfeited to RGUKT-AP, Srikakulam without prejudice to other

remedies against the Licensee

- 13.20 The Licensee shall indemnify RGUKT-AP, Srikakulam 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.

14. NON EXCLUSIVE BASIS

The institute has right to allocate any particular business to one or any number of vendors at any point of time depending on the discretion of the Institute.

15. STATUTORY LIABILITIES OF THE TENDERER/ SERVICE PROVIDER

- 15.1 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.
- 15.2 In case of material loss etc., the Licensee will keep the RGUKT-AP, Srikakulam indemnified against all such risks.
- 15.3 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.

16. INDEMNIFICATION BY TENDERER/ SERVICE PROVIDER

The licensee at all times will keep the RGUKT-AP, Srikakulam 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.

17. COLLECTION OF RENT:

- 17.1. Apart from the security deposit, the successful licensee should pay total fixed rent of the contract period in advance in four parts. The first part should be paid at the time of execution of agreement in the form of D.D in favour of "The Director RGUKT-AP, Srikakulam", second part should be paid in the 3rd month of contract period, third part should be paid in the 6th month of contract period and final part should be paid in the 9th month of contract period, failing which the contract shall be terminated.

18. FORCE MAJEURE

- 18.1 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.
- 18.2 No liability shall be attached to the Licensee for any damage due to natural calamities such as earthquake, war, civil, commotion and willful damage.

19. DISPUTES

- 19.1 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 otherwise need to be settled within the Srikakulam or Andhra Pradesh Jurisdiction.

- 19.2 All contractors shall be governed by the laws of India for the time being in force.
- 19.3 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

20. BLACKLISTING OF THE FIRMS

- 20.1 As the work order becomes a valid contract between RGUKT-AP, Srikakulam 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 the licensee's Earned Money Deposit & 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 RGUKT-AP, Srikakulam for consideration and to decide for black listing of the firm and damages, if any to be recovered.

21. DISCLAIMER

- 21.1 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.
- 21.2 Neither RGUKT-AP, Srikakulam nor its 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 RGUKT-AP, Srikakulam 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.
- 21.3 RGUKT-AP, Srikakulam 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.
- 21.4 RGUKT-AP, Srikakulam 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.

22. REJECTION OF TENDERS

- 22.1 RGUKT-AP, Srikakulam 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.

- 22.2 No bidder is entitled to withdrawn his offer after submission. Incase such withdrawal; EMD deposited along with the tender schedule will stand forfeited.
- 22.3 For breach of any of the conditions prescribed in the tender as specified by RGUKT-AP, Srikakulam from time to time, the security Deposit is liable to the forfeited. Decision of RGUKT-AP, Srikakulam in this regard is final and binding on the Licensee.

Annexure -1

UNDERTAKING BY THE BIDDER

(Affidavit on Non- Judicial Stamp Paper of Rs.10/-duly attested by Notary /Magistrate)

1. I/We have read and understood the contents of the bidder and agree to abide by the terms and conditions of this tender.
2. I have read all the Terms and Conditions supplied along with the Tender Form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the RGUKT Srikakulam from time to time during the operation of my business on awarding the License/work for the same.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by RGUKT Srikakulam in addition to execution of a Contract as pre- condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the RGUKT Srikakulam immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
6. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have acquainted ourselves with the tasks required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed above.
7. The information/document furnished with the above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
8. I/We hereby undertake to provide all the assigned services as per General Terms and Condition of this Tender Enquiry during the validity of tender as per directions given in the Notification of Award/Work Order/Contract Agreement within validity/any extension of time of this Contract period positively.
9. If I/We fail to provide the desired assigned services in stipulated period the RGUKT Srikakulam has full power to compound or forfeit the Bid Security/security deposit.

Place

Date.....

Signature of Bidder
(Name of Bidder)

Annexure -2

Bidder Information

1	Name of the organization	
2	Year of establishment	
3	Complete postal address	
4	Name & Designation of Authorized person	
5	Phone No.'s	
6	Fax No.	
7	Email	
8	Nature of the firm (Proprietary/partnership/etc...)	
9	Bank Details of the Agency:	
	Bank Name	
	Bank Address	
	Bank Account Number	
	IFSC Code	
10	PAN No. and TAN No.	
11	GST No:	
12	Total No. of branch offices in Andhra Pradesh	
13	Tender Processing Fee (Nonrefundable)	Amount Rs. DD No. DD Date Issuing Bank & Branch:
14	EMD	Amount Rs.: DD No./BG No.: DD/BG Date: Issuing Bank & Branch:
15	Details of certificates enclosed	

ANNEXURE -3
NON BLACKLISTING
CERTIFICATE

It is certified that I/ my Firm/ Agency/ Company has never been black listed by any of the Departments/ Autonomous Institutions/ Reputed Educational Institution/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any State Government and no criminal case is pending against the said firm/ agency as on _____.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and RGUKT Srikakulam may imposed any action as per the rules.

Signature of the Tenderer:

Name of the Signatory:

Name of the Firm/Agency:

Seal of the Firm/Agency:

Place:Date:

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 Bid processing fee		
3	Crossed Demand Draft from National Bank towards EMD		
4	Copy of PAN /TAN		
5	Copy of GST Registration		
6	Experience certificate		
7	Firm Registration certificate		

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

ANNEXURE-4**PRICE BID-A**

The vendor should ensure that all food items as per the illustrative list given below shall be available at the Food Court all the time.

Type	Items	Quantity	Base Price
Beverages	Tea	120 ml	10
		80 ml	7
	Coffee	120 ml	12
		80 ml	9
	Milk	120 ml	15
	Lemon / Ginger / Masala Tea	120 ml	12
	Boost / Horlicks	100 ml	15
Chinese	Veg Noodles	350 gms	35
	Egg Noodles	350 gms	45
	Chicken Noodles	350 gms	50
EGG	Omelette (without bread)	2 eggs	30
	Bread Omlette	2 eggs	40
Seasonal Fruit Juice	Mosambi	200 ml	25
	Pineapple	200 ml	25
	Grapes	200 ml	25
	Apple Juice	200 ml	30
	Anar (Pommegranate)	200 ml	30
	Gua	200 ml	25
	Water melon	200 ml	20
	Carrot	200 ml	30
	Beetroot	200 ml	30
	Orange (Seasonal)	200 ml	25
Bakery	Veg Puff	150 grams	12
	Egg puff	150 grams	15
	Chicken Puf	150 grams	25
	Veg Sandwich	150 grams-	30
	Chicken sandwich	150 grams	40
	Samosa (Vegetable/alu)	2 Nos, 150 Grams each	15
	Mirchi / Banana Bajji	2 Nos, 150 Grams each	10
	Onion / Palak Pakoda	100 grams	20
	Punugu (Small) with chutney	15 Pcs	20
	Bread Bajji	70Grms	30
	Chat	100 grams	20
	Pav bajji	2 grams	30
	Peanut / Sesame / Mysis Chekki	1Pcs	5

ANNEXURE-5

INGREDIENTS AND BEVERAGES

S.No.	Item	Brand
1	Oil (Refined Sun Flower, Ground-Nut)	Crystal, Gold Drop, Vijaya brand, Freedom, Fortune
2	Salt (Crystal)	Annapurna/Tata
3	Salt (Table)	Annapurna/Tata
4	Mirchi Powder	Grade – I
5	Haldi (Turmeric Powder)	Grade – I
6	Dhaniya Powder	Grade – I
7	Mustard	Grade – I
8	Zeera	Grade – I
9	Red Chilly	Grade – I
10	Hing	Grade – I
11	Lavanga	Grade – I
12	Elachi	Grade – I
13	Patta	Grade – I
14	Sugar	Grade – I
15	Jagri	Grade – I
16	Tea Powder	Red Label/Taj Mahal
17	Coffee Powder	Brook Bond Green Label
18	Cooking Gas	HP Gas/19 Kg. Commercial.
19	Soya Chunks	Grade – I
20	Maida	Grade – I
21	Basin	Grade – I
22	Corn Flour	Grade – I
23	Tamarind	Grade – I
24	Ground Nut	Grade – I
25	Dry Coconut	Grade – I
26	Cashew	Grade – I
27	Vermicelli	Grade – I
28	Saboodana	Grade – I
29	Pure Ghee (Durga)	Grade – I
30	Pickles	Grade – I
31	Chole Masala	Grade – I
32	Chat Masala	Grade – I
33	Namkin	Haldiram's/Everest
34	Noodles	Grade – I
35	Chekki Atta	Grade – I
36	Kasuri Menthi/pkt	Grade – I
37	Fresh Mutter	Grade – I
38	Chilly Sauce	Grade – I
39	Tomato Sauce	MAGGI/ANNA PURNA/KISAN
40	Soya Sauce	Grade – I
41	Black Pepper	Grade – I
42	Eating Soda	Grade – I
43	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	Fresh
7	Onion	Grade A
8	Garlic	Grade A
9	Ginger	Grade A
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	Grade A
21	Carrot	Grade A

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.

PRICE BID-B

Canteen Management price is to be quoted taking in to consideration following parameters.

1. Manpower wages to the appointed manpower as per Minimum wages act and other statutory norms.
2. I/We agree to pay all Electricity, Water Charges etc. as per consumption in maintain of the Food Court at RGUKT Srikakulam Campus.
3. Cost of cleaning / Housekeeping materials.
4. Cost of disposal of wet and dry garbage as per norms.
5. Cost for repair and maintenance of kitchen appliance
6. Providing food items as per the rate list.
7. We agree to all the terms and conditions of the Tender. I agree that all the information given above are true to my knowledge any false information given therein shall render me disqualified and my contract may be terminated on account of that.

Particulars	Rent Price quoted per month per Sft.
FOOD COURT Services Price	Rs. _____
Rupees:	

Note: The highest rent per month shall be declared as Successful bidder (H1) which in turn will be decided based on the highest price quoted for one Sft (01Sft).

Date:

**Signature of Food Court Service Provider
With Name, Address with rubber stamp**