

**ACHARYA NAGARJUNA UNIVERSITY
NAGARJUNANAGAR**

ARTICLES OF AGREEMENT

Where as the offer of the Licensee to run the Canteen at the rates mentioned by him for the items listed in the Licensor accepted Schedule-A.

1. This agreement is renewable at the discretion of the University Administration for a period of one more year only by mutual Agreement.
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 two years beginning from the day of _____ **January 2012**
 - b) and ending on the day of _____ **January 2014** to supply and sell in the

Acharya Nagarjuna University Campus, Nagarjuna Nagar the provisions and articles at the tariff mentioned in the Schedule 'A' attached. He is permitted to sell the articles not mentioned in the Schedule 'A' as stated under clause 22 of additional conditions.

- (b) Exhibit in his stall a schedule of refreshments and other items approved by the University Administration to be sold by him together with particulars of weights and rates chargeable from time to time for the information of the public. The licensee shall also arrange for each of his vendors to display in the tray, trolley or other arrangement employed for vending, a tariff of refreshments and other items to be sold, showing rates approved by the University Administration for the information of public.
- (c) Supply constantly for sale a sufficient quantity of commodities of the descriptions enumerated in the schedule hereunto attached at the weights/quantities not less than Specified and at the rates not exceeding those shown therein or as may be varied by the University Administration from time to time. Such Commodities and their preparations to be of a pure, fresh and wholesome nature to the reasonable satisfaction of the University Administration or its officials, and for this purpose the articles for sale shall be subject to examination by the University Administration's authorized Inspecting Officers and any articles (s) objected to or rejected by them shall be destroyed at once and no compensation shall be paid by the University Administration for the articles so destroyed.
- (d) Sell foodstuffs, sweet meats, etc., as enumerated in the schedule 'A' hereunto attached from the canteen or from trays or otherwise under such orders as the University Administration's Officials may issue. All furniture and equipment provided by the Licensee shall be of good quality and properly maintained to the satisfaction of the University Administration or its officials.

- (e) 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 the 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.
 - (f) 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.
 - (g) Promptly and correctly carryout all instructions received from time to time from University Administration or any other person authorised by the University Administration in respect thereof.
 - (h) Bear the cost of chemical analysis of edibles sold should such examination be considered necessary by the University Administration.
 - (i) At all times observe the provisions of the Prevention of Food Adulteration Act and rules made thereunder 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 preparations, storage and sale of such item under satisfactory and hygienic conditions and such restrictions will remain effective until such time as the licensee is in possession of the equipment considered necessary. If satisfactory equipment is available if the licensee but is not used properly the sale of items concerned may be prohibited.
 4. The University 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.
 5.
 - a) The licensee and his staff, if they are directly concerned with the preparation, serving, vending, handling etc., of the food eatables are other articles relating to catering service, shall be examined by the Medical staff of the University Administration first before commencing with the catering service under this agreement and thereafter at intervals of one year or as and when required by the University Administration so to do. No fee shall be charged for such examination.
 - b) The licensee should also arrange to have his staff tuberculin tested and B.C.G. vaccinated and screened or X-Rayed at any State Government Centres at his cost and produce the certificate to that effect at the time of their appointment and at subsequent periodical re-examination
 - c) If the Licensee fails to present himself or his staff for medical examination as herein required he shall be liable to pay a fine in the same way as is provided in this agreement for a complaint against the Licensee.

6. 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.
7. The Licensee or his staff shall
 - (i) Carry such articles when hawked up and down in University campus in trays with wire gauze or glass covers of a pattern approved by the University Administration's officials in order that these articles may be kept free from dust and from contamination by flies or other insects.
 - (ii) Make his own arrangements for procuring necessary equipment such as mixers, grinders, cutlery/crockery, gas stoves, cylinders etc for carrying on his business..
 - (iii) Maintain the trays, covers and receptacles at licensee's cost and in good order. The decision of the officers of the University Administration as to when trays and covers, etc shall be repaired and/or replaced shall be accepted and acted upon without delay.
 - (iv) Use for the preparation of the foodstuffs thoroughly serviceable and properly maintained vessels which must be produced for inspection by the University Administration's Officials as may be required.
 - (v) Ensure the foodstuffs are not retained in cooking vessels after preparation but are removed and kept in suitable receptacles.
 - (vi) Provide water boilers or make comparable arrangements for the washing of cups and all utensils used in the service of beverages and edibles authorized to be sold in boiling water. Glass tumblers used in the service of cool drinks/water should be washed in fresh or flowing water and should be wiped dry with a clean towel.
 - (vii) At the time of accepting the contract at such other time as may be stated by the University Administration, purchase if called upon to do so, from the University Administration or from outside, such equipment as the University Administration considers necessary for the satisfactory performance of the contract.
 - (viii) Obtain prior approval of the Licensor for the furniture and equipment that may be used by him, in the canteen.
 - (ix) Not make any additions or alterations to the building, installations, furniture etc., without the prior written approval of the University Administration.
 - (x) Keep the premises and surroundings of the business, clean and tidy and are subject to inspection by the officials of the Licensor and the Municipal/Panchayathi Authorities.
 - (xi) Not exhibit/permit any advertisement except the name of his business.
 - (xii) Maintain a Suggestion and Complaint book at the canteen 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.

8. 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 skilful** 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 be carried on in the said premises.
9. 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.
10. 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 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 (offences)Act XXII of 1955 and any re-enactment or modification 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 Administration, or by any person employed by it, by reason of any default on the part of the Licensee his servants and agents, in the due observance and performance of the provisions of the untouchability (Offences)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 (Offences)Act, XXII of 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.
11. 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 any 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 photograph of the employee specifying the employee's name, father's name, addresses and the place at which employed, with the left hand thumb impression of the employee 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.

12. a) The Licensee shall observe and perform all the provisions of 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 thereunder 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 for application as aforesaid, be ordered to be paid by the University Administration such moneys shall be deemed to be money 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 by him;** the fair wage being the wages paid for similar work in the neighborhood and shall otherwise comply with the Provisions of the Payment of Wages Act, IV of 1936 or any statutory modification or re-enactment thereof or rules framed thereunder.
- c) 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 record shall be opened to inspection by the University Administration or any person authorised 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 thereof.**
13. The University Administration is exempted from all liability, however caused under the workmen's Compensation Act, in respect of injury affected by or the death of the Licensee or servants employed by 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.
14. i) 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.

- (ii) The Licensee shall maintain correct daily Sales Accounts Register and make them available to the University Administration on demand.
15. Where as stalls and Kitchens are provided by the University Administration, the license shall occupy them on payment in-advance of the half yearly license fee due as provided in clause 33 hereof after entering into agreement and prepare the food or sweet meats in the Kitchen or kitchens provided. But the University Administration is under no obligation to provide any stalls, cooking houses or kitchens.
16. The Licensee or any of his servants shall not erect huts or any structures of any sort or kind in the said premises except with the prior written approval of the 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 expenses 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 all liability and no right shall accrue to the Licensee for any compensation. The areas allotted to the licensee shall be demarcated in the plan duly produced and approved by the university Administration and shall form part of this contract, as Schedule `B`
17. 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.
18. The Licensee shall pay any tax/taxes imposed by Central Government, State Government Municipality, Panchayath and others having the authority to do so.
19. Neither the licensee nor his salesmen shall sell any wines, beer or other spirituous liquors or alcoholic beverages within the premises of the University Administration.
- 20. The University Administration reserves the right to deploying University Officials to supervise the functioning of licensees for brief periods ranging from 1 to 2 weeks in the event of persistent complaints against him for unsatisfactory service. the cost of supervision of Licensee's establishment by University Officials so deployed shall be determined by the University Administration and shall be recovered from the Licensee.**
21. a) 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 authorised on their behalf a complaint made by the public be substantiated, the University Administration or other officer of the University Administration duly authorised on their behalf may at their discretion impose a penalty not exceeding Rs.100 (Rupees one hundred)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.

- b) In the event of any of the articles being sold at rates in excess of those authorised in the schedule or if the weight or quantity of the items offered for sale, be less than that prescribed in the schedule or in the event of there being a breach by the Licensee of any of the provisions of this agreement, the University Administration shall be at liberty forthwith to terminate this Agreement and the same shall thereupon determine.**
22. The Licensee shall keep Aerated waters including mineral water for sale at the stall, Which should be the product of a Company duly certified by the Public Health Authorities. A copy of the certificate issued to the Company should be exhibited in the stall. The University Administration may take samples of aerated waters sold for Bacteriological test; should such examination be considered necessary and may order the stoppage of sales of aerated waters where such tests show that they are impure. He should install **water cooler with water purification system at his own cost** (water cooler with Aqua guard) in addition to the water coolers provided by the University on demand.
23. The Licensee shall run the canteen from 8.00 A.M to 6.00 P.M on all working days of University. However on specific instructions from the University Administration, the canteen should be open and run at other timings on holidays also and beyond the time schedules.
24. Notwithstanding anything here in before stated, the University Administration shall be at liberty to sell departmentally or through any other agency, the refreshments and other on Acharya Nagarjuna University Campus and to open a Vegetarian Refreshment Room or Non-Vegetarian Refreshment Room or other Refreshment Room 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 subject to or prevent sales by and internal store on Acharya Nagarjuna University Campus.
25. Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether in present or in future in favour of any person any right, title or interest whether vested or contingent in the said premises and these presents shall in all respects be construed as and be a Licensee.
26. The Licensee shall
- (a) Not assign or transfer the benefit of the license hereby granted or the said license or any part thereof or interest therein to any person or persons whom so ever and it is agreed that on any violation of this term and condition this contract shall immediately cease and determine.
 - (b) Himself conduct the business or appoint a named agent to conduct the business on his behalf, such appointment being valid only with the previous sanction of the 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.
 - (c) The Licensee should obtain prior permission from the University for selling of new items if any, which are not covered in the schedule 'A'.
27. 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 or 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.

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 shall not be paid any event at the termination of the contract, and the Licensee shall not be paid any compensation for the loss if any incurred by him on this account.

28. (a) In addition to the annual License fee stipulated under this agreement. The license shall pay all the charges due towards electricity. 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 15 days for the hire of the meter and 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.
- (c) The monthly electric charges will have to be paid by the licensee for the current consumed by him as per the bills sent by the 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 fans and lights are required will have to provide 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.100-00 (Rupees One Hundred only) per month. These water charges shall be paid on or before 10th of every month.
- (e) The University Administration shall be entitled at any time and from time to time to curtail the supply of water to the Licensee or to restrict it to such hours as it deems fit and the University Administration shall not be under any liability whatsoever in the event of the failure or cessation of the supply of water or for any curtailment or restriction of such supply. All water, if any, supplied by the University Administration under the provisions of this clause shall be supplied at the sole risk and responsibility of the Licensee and no warranty, undertaking or implied condition is given as to the quality of such water, and the University Administration shall not be responsible for any loss or sickness which may arise or be suffered by reason of consumption or use of any water so supplied by the University Administration.
29. The University will attend to the maintenance of the building and other repairs. Kitchen shall be white washed/cement painted once in 6 (six) months at the cost of Licensee. The Licensee has to keep the building clean vis., removing the cobwebs and removing dust on doors and windows every week at his own cost.
30. (a) The Licensee shall within Ten days from the date hereof deposit with the Registrar, Acharya Nagarjuna University a sum of Rs.20,000/- (Rupees Twenty 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 "The Registrar Acharya Nagarjuna University", payable at the State Bank of India, Acharya Nagarjuna University Campus Branch. No interest on this deposit will be allowed.

- (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.
- (c) In the event of the security deposit or any portion thereof being forfeited, appropriated, applied or used by the University Administration under the provisions of this Agreement than 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.
31. a) All sums payable under this agreement shall be paid to the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar, through Demand Draft, in favour of Registrar, Acharya Nagarjuna University, payable at State Bank of India, Acharya Nagarjuna University campus Branch,
- b) The licensee shall, irrespective of any other provisions in this agreement pay to the University Administration, within 7 days from the date of demand, all amounts due or that may subsequently be found due payable to the University Administration in respect of any other transitions 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.
32. (a) In the event of this agreement being terminated under Clause 42 hereof the University Administration shall refund to the Licensee such proportion of the sums paid under clause 30(a) hereof for the remaining 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 (1) or 12 (d) or 21 or 26 or 38, the Licensee is not entitled for any refund of the security deposit and depreciation charges etc. for the non-worked/balance period of the contract.
33. (a) The Licensee shall pay in advance half yearly a licensee fee of Rs.----- (Rupees ----- only) while concluding the agreement for the occupation of the premises allotted to him by the University Administration, for the purposes of this agreement towards taxes, maintenance, water and other infrastructure facilities. The annual Licensee fee for the second year should be paid during the first week of last month of the first year.
- (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 Licensee fee under this clause. The composite license fee shall be paid by the Licensee at the rates fixed or revised together with arrears of composite license fee due under this clause immediately on

demand. The decision of the University Administration in regard to the rates fixed or revised shall be final and binding on the Licensee.

34. 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 the 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 or 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, changes and expenses shall be paid by the Licenses to the University Administration immediately on demand being made therefor.
35. (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.
 - (c) 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 electricity charges, depreciation charges if any, within one week from the date of taking possessions of the said premises. In case the Licensee fails to avail opportunity provided in clause © above, the Licensor shall have right to dispose off the articles found in the premises in Public auction without any notice to the Licensee.
 - (d) The proceeds in the said auction will be adjusted towards the arrears of the electricity charges etc., and the balance, if any, will be refunded to the Licensee.
 - (e) Failure to deliver vacant possession by the Licensee to the Licensor, shall entitle the Licensor to forfeit the Security deposit.
36. The Licensee shall not be entitled to allow any other person to occupy the premises in his possession or to use any part thereof.
37. 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.
38. 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.
39. In all disputes in the scope of doubts or interpretation of the clauses or conditions application of this License or otherwise, the decision of the Registrar, Acharya Nagarjuna University. Nagarjuna Nagar shall be final & binding on the Licensee.
40. 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 College due to any unforeseen circumstances.

ACHARYA NAGARJUNA UNIVERSITY:: NAGARJUNA NAGAR

TENDER DOCUMENT ISSUED TO SRI

(NOT TRANSFERABLE)

T E N D E R

To

The Registrar, Acharya Nagarjuna University, Nagarjuna Nagar – 522 510,

Sir

1. I/We do hereby tender, and if this tender be accepted, undertake to “Running the Canteen in Acharya Nagarjuna University, Nagarjuna Nagar “ subject to the conditions mentioned hereunder and also contained in the enclosed documents showing the rates at which I/We can run the canteen against the rates shown in Schedule ‘A ‘ for the specified items.
2. I/We agree to keep the offer in this tender valid for 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/she for any reason whatsoever the earnest money deposited by me/us will be forfeited to the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar.
3. 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 require 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, Nagarjuna Nagar based upon of arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations restrictions and conditions.
4. I/We enclose herewith a demand draft -----
----- for the payment of Rs.10,000-00(Rupees ten thousand only) as earnest money not to bear interest . If my/our 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/our 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 wherein 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 as the time when in due course of post it would be delivered at the address to which it is sent.

5. I/We fully understand that the written agreement to be entered into between me/us and the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar 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.

**ACHARYA NAGARJUNA UNIVERSITY
NAGARJUNA NAGR**

TENDER NOTICE

1.0 DETAILS OF WORK

2.1 **Name of the Work:** Running the Canteen in Acharya Nagarjuna University Campus, Nagarjuna Nagar.

1.2. Cost of Tender schedule: Rs.1125/- (Rupees Eleven Thousand and Twenty Five Only)

1.3. Last date for receipt of applications for Tender schedule 03.01.2012 up to 12.30PM

1.4. Tender schedule will be issued to approved applicants from 22.12.2011 from 10.30AM to 03.01.2012 up to 5.00 PM.

1.5 Time and date of receipt of Tenders: - on 04.01.2012 up to 2.00 PM

1.6 Time and date of opening of Tenders:- on 04.01.2011 @ 4.00 PM

1.7 Earnest Money Deposit for this tender is Rs.10,000/- (Rupees Ten Thousand Only)

1.8 The period of contract is TWO Years (i.e) from the date of handing over the premises to the Licensee.

2.0 RECEIPT AND OPENING OF TENDERS

2.1 Tenders will be received by the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar 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 Nagarjuna Nagar.

2.2 Tenders must be submitted in sealed covers and should be addressed to the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar the name of the tenderer, the name of the work and the time and date of opening the tender being noted on the cover. Tender will have to be submitted by way of putting them into this tender box placed in the registrar's chamber on the final day. Tenders sent by post will be rejected.

2.3 If an individual makes the tender, it shall be signed with his full name and his address shall be given. If a firm makes it, it shall be signed with the Co-Partnership name by a member of the firm, who shall also sign his own 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 his tender, satisfactory evidence of his authorization, such tendering, corporation may be required, before the contract is executed, to furnish the evidence of its corporate existence.

2.4 The tenders will be opened by the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar 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.

If any of the tenders or their agents find it inconvenient to be present at the time, the tender receiving officer will, on opening the tender of 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 earnest money deposit amount as specified in clause 1.7 above a crossed demand draft in favour of the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar payable at the State Bank of India at Acharya Nagarjuna University, Nagarjuna Nagar 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 tender 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 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 within 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.

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 money deposited by the tenders 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.

4.4 Tenders received will be decided as per the highest annual license quoted by the tenderer (Minimum annual license fee fixed by the University is Rs.72,000/- per year)

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.20,000.00 (Rupees Twenty Thousand only) in the shape of Demand draft in favour of the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar payable at State Bank of India**, Acharya Nagarjuna University 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, Nagarjuna Nagar 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 Registrar, Acharya Nagarjuna University 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 office authorized to enter into contracts on behalf of the Acharya Nagarjuna University.

6. If further necessary information (not of confidential nature) is required, the Registrar, Acharya Nagarjuna University, Nagarjuna Nagar will furnish such, but it must be clearly understood that tenders must be received in order, and according to instructions.
7. The Registrar, Acharya Nagarjuna University, Nagarjuna Nagar or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefor.
8. Preference in the selection, from among the tenders will be given other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified men at 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 classification should accompany the tender
 - (a) Equipment: Ex;- Utensils, Grinders, Gas stoves, furniture etc.
 - (b) Organization: 1.Technical 2. Unskilled.
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, Acharya Nagarjuna University, Nagarjuna Nagar 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 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 and Superintendent and above on administrative side.

13. 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 waged workers and their relatives are not eligible to submit any tender.

b. Note Near relatives include.

- i. Sons, step sons, daughters and step daughters.
- ii. Sons –in-law and Sisters-in -law.
- iii. Brothers – in law and Sisters – in law.
- iv. Brothers and Sisters.
- v. Father and mother.
- vi. Wife/husband
- vii. Father-in -law and mother – in law
- viii. Nephews, nieces. Uncles and aunts.
- ix. Cousins and
- x. Any person residing with contractor

14. The Licensee shall be solely responsible for payment of sales tax under the provisions of the Andhra Pradesh General Sales tax Act as in force for time being and the rates for the various times shall remain unaffected by any change that may be made from time to time in the rate at which such is payable.

15. All the tenders shall accompany with the EMD amount as given at clause 1.7 above. The tenders received without the EMD will be summarily rejected.

16. While deciding the tenders, preference shall be given to organizations experienced in running Udipi Hotels, Canteens, Ex-Servicemen Societies, DWAKRA groups or other registered co-operative societies.

ACHARYA NAGARJUNA UNIVERSITY: NAGARJUNA NAGAR

UNIVERSITY CANTEEN

SCHEDULE A

S No.	Item	Quantity/weight	Existing Rates
			Rs. Ps
<u>VEGETARIAN ITEMS:</u>			
1.	Rice Idli with ordinary (Coconut Chutney/Sambar)	Each of 45 grams 2 Nos	5.00
2.	Masala Vada	Each of 30 grams	2.00
3.	Sada Dosa (Plain minapa)	Each of 60 grams	5.00
	(a) Ravva Dosa	Each of 60 grams	6.00
	(b) Masala Dosa	Each of 60 grams	6.00
	(c) Pesarattu	Each of 65 grams	6.00
	(d) onion Dosa (Minapa)	Each of 160 grams	6.00
	(e) Utappa	Each of 150 grams	10.00
	(f) Egg Dosa	Each 150 grams	10.00
4.	Ravva Uppuma with chutney	Plate of 150 grams	4.00
5.	Gare	40 grams (with chutney)	2.50
6.	Puri 2 Nos each	50 grams (with potato Masala 30 grams)	5.00
7.	Bajji Plainain/Potato/Chilli	Each of 20 grams	2.50
8.	Pakoda	Each plate containing 75 grams	5.00
9.	Parota/chapathi 2Nos	Each of 75 grams + (40 grams of potato masala)	6.00
<u>TEA/COFFEE:</u>			
10.	Tea in cups	100 ml	2.50
11.	a. Coffee in cups	100 ml	4.00
	b. Instant Coffee in cups	100 ml	4.00
<u>FOOD:</u>			
12.	(a) Vegetarian meals (South Indian)	Plate meal	
	Menu: Veg. Curry	100 grams	15.00
	Kootu/Daal	0.025 grams	
	Sambar	100 grams	
	Cooked rice	350 grams	
	(Superfine quality rice should be used)		
	Pickle	15 grams	
	Curd	100 grams	
	(b). Vegetarian meals Parcel		20.00
	(c). Curd rice in sealed pockets	200 grams	7.00
	(d). Lemon rice	200grams	8.00
	(e) Fired Rice	200 grams	10.00
<u>SWEETS:</u>			
13.	Laddu	50 grams	5.00
14.	Kaza	50 grams	5.00
15.	Badhusa	50 grams	5.00

ACHARYA NAGARJUNA UNIVERSITY::NAGARJUNANAGAR

Name of the Work: Running the Canteen in the Acharya Nagarjuna University Campus

Schedule - `B': List of Drawings

1.All drawings given hereunder are to be signed by the Tenderer/Licensee as well as the Registrar, Acharya Nagarjuna University

S.No.	Drawing No	Date	Description	No. Of Sheet
1.	51	3.12.90	Site plan and building plan	1.No

Showing the Acharya Nagarjuna University.. (One only)

ACHARYA NAGARJUNA UNIVERSITY :: NAGARJUNANAGAR

SCHEDULE 'C'

ADDITIONAL CONDITIONS

1. The licensee shall provide and maintain in good repair and use two sanitary dust bins of approved pattern and provided with lids. These dustbins 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 Thoti at the places shown by the University administration.
2. The licensee should provide receptacles of a standard pattern for the storage of sufficient drinking water, these receptacles should be fixed in a definite positions approved by the University administration.
3. 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.
4. The licensee should provide a separate proper washing place enclosed with Thatties and Bamboos for cleaning dishes, cups etc. used in the business.
5. Eating rooms or kitchen rooms, Verandahas etc should not be used as sleeping apartments for those employed in business or any other persons.
6. a) The licensee should provide a washing tray of suitable size consisting of a wooden table with raised edges the whole being covered with zinc sheet or E. P. Steel plate.
b) This table should discharge washings to nearest drain. All washed plates, cups etc should be immersed in boiling water for two minutes, before their use.
7. 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.
8. No portion of dining rooms shall be utilized for preparing sweet meats, coffee etc. Such articles shall prepared in the Kitchen room or should be brought from out side the campus.
9. The licensee shall not put up, nor shall be allowed to be put up any "Panshop" at the entrance of the canteen or near the premises or inside the premises allotted to him.
10. A complaint and suggestions book should always be kept with a copy of the terms and conditions of the contract at the seat of the Licensee or his clerk or Manager to enable the customers to note their complaints and suggestions therein.
11. The licensee should provide door mate of proper size made of galvanized wire coir-mate at each entrance of the dining hall or rooms.
12. Every night after 8.00 P.M. all the floors of the canteen should be washed and cleaned with disinfectants.
13. Sufficient spittoons with sand should be provided at the varandah corners for the use of the customers.
14. The canteen shall be named as "ACHARYA NAGARJUNA UNIVERSITY CANTEEN".

15. The licensee shall give an agreement on a Bond Paper worth Rs.100/- in the name of the University represented by its Registrar, Acharya Nagarjuna University campus.
16. The licensee should use stainless steel plates and stainless steel spoons, cups, saucers and provide an upto date bottle cooler for cool drinks.
17. The Licensee shall run the canteen as self-service system, and token system. Arrangements should be made by the Licensee to keep the drinking water in jugs/glasses for the use of customers.
18. The Licensee shall not make use of Husk chullahs/ovens or smoke producing coals/cokes in kitchen of the canteen for preparation of food articles/eatables etc., **He must use only the gas stoves** and make necessary arrangements for removal of fumes, hot gases etc by providing Exhaust fans as required at his own cost, as per the directions of the University Administration.
19. The Licensee shall make necessary arrangements for availability of the following items of food, eatables etc. in the canteen for the use of consumers.
 - a) Tea, Coffee, and idli, with ordinary chutney/sambar shall be available all the time the canteen is opened.
 - b) One of the items of vada and one of the item of dosa shall be available between 9.00 a.m & 1.00 pm to 2.00 pm
 - c) One of the items of Bajji or Bonda shall be available between 3.00 pm to 5.30 pm.
 - d) All other items should be served at least once in a month on rotation basis.
 - e) On sufficient advance notice from the University Administration, the Licensee shall prepare and make available any item or items in sufficient quantity/quantities for a particular occasion/purpose of group of persons.
20. Waste materials, garbage, dust, left overs etc., shall be dumped by the licensee at the place shown in the drawing attached as Schedule `B`
21. Coffee, Tea, Idli, Dosa, Puri, Chapati should be made available during the working hours every day, Plate meals (item 12 of Schedule `A`) must be provided between 12 noon and 3.00 pm on all working days. . The timings of availability of the remaining items of Schedule s`A` have to be displayed and supplied accordingly.
22. Apart from the 12 specified items, the contractor can supply other special items at prevailing market prices of Guntur/Vijayawada.
23. The contractor should provide a separate enclosure for faculty at his own cost with decent furniture.
24. When the rates quoted by the tenders are more or less equal experienced and reputed firms may be given preference.
25. The tenderer should quote the prices/rates in multiples of Rs0.50% since payments in Rs.0.25 are not effective except in case of multiple/payment or totaling.
26. The Licensee should also maintain a sub canteen at Pariksha Bhavan in ANU Campus for a period of 6 months. After satisfactory performance, the period may be extended to him or else he may be replaced by another contractor.

27. The contractor shall maintain neat and hygienic environment in the canteen and the Committee will check the canteen premises periodically. If the committee feels that the premises is not neatly maintained by the contractor, a penalty to a tune of Rs.10,000/- may be levied on the contractor.
28. Sale of cool drinks is prohibited in the canteen.
29. The University will conduct a quality test for scheduled items mentioned in the agreement while finalizing the tenders to confirm their quality.