



**Indian Institute of Information Technology Sri City, Chittoor**  
**Notice Inviting e-Tender for Recharge Point (on contract basis)**  
**situated in IIIT Sri City, Chittoor**

[Technical bid and Price bid system – e-Procurement mode]

**TENDER SCHEDULE**

Description of Work	Recharge Point situated in IIIT Sri City Chittoor campus (Scope of work is provided in the tender document)
Tender Enquiry No. and Date	e-Tender Event No.IIITS/NIT/Recharge Point/2021/12/01, Dt.14.12.2021
Submission of offer	E-tendering through <a href="https://mhrd.euniwizarde.com">https://mhrd.euniwizarde.com</a> under two bid system (i.e. Technical & Financial)
Bid Issue Date	December 14, 2021
Pre-Bid Meeting	Interested vendors are welcome to participate in a pre-technical bid meeting and inspection of the Recharge Point premises on December 22, 2021 @ 11:00 Hrs
Last Date for submission of e-bids	December 28, 2021 @ 10:30 Hrs
Opening of Technical bid	December 28, 2021 @ 11:00 Hrs
Earnest Money Deposit (EMD)	The Earnest Money Deposit amounting to Rs.25,000/ (Rupees Twenty Five thousand only) must be credited in the form of NEFT/RTGS to “IIIT Sri City Chittoor Opex Account” only (A/c.No.38329375681, IFSC Code.SBIN0016527, (16527) - Sri City (Mallavaripalem), 115, Peepul Boulevard Sri City, Chittoor District, AP-517 646. Please note that all bidders including MSME Registered firms have to pay the EMD as per the tender document.
Performance Bank Guarantee	Interest-free Bank Guarantee of Rs.25,000/- (Rupees Twenty Five thousand only)

Signature of the bidder with seal

We are in the process of selecting the vendor/contractor to operate a Recharge Point in the premise located in the IIIT Sri City Chittoor academic area. The terms and conditions on which the contract is to be awarded are given in the following pages and are divided under the following headings:

**Part A:**

1. Guidelines for the tendering process
2. Eligibility Conditions for submitting bids
3. Selection Procedure
4. Terms and Conditions along with Responsibilities of Vendor of Recharge point
5. Penalties for violation of rules, terms and conditions
6. The formats for Technical Bid

**Part B: Price Bid (Financial Bid)**

**PART - A**

**1. GUIDELINES FOR THE TENDERING PROCESS:**

- E-Tenders (through MHRD ewizard portal) are invited under two bid system (i.e. Technical & Financial) are invited from the experienced and reputed Contractor in the similar nature of work on contract basis to operate a Recharge Point in the premise located in the IIIT Sri City Chittoor academic area.
- The tender document with complete details including experience required, scope of work and terms and conditions can be downloaded from the website MHRD e-Wizard Portal (<https://mhrd.euniwizarde.com/>) and [www.iiits.ac.in](http://www.iiits.ac.in). Bidders are advised to read tender documents and check their eligibility before participating in the bid.
- **TWO BID SYSTEM** shall be followed for this tender. Bidders should take due care to submit a tender in accordance with the requirement of MHRD e-Wizard portal. Bids submitted with incomplete information or information not in conformity with the Bid Documents will summarily be rejected. All the terms and conditions stated in the Bid Document are final in nature and requests for any subsequent alterations/modifications will not be entertained. While submitting the Bids, the Bidders must exercise utmost care to fill up the bid in all respects as per the specified terms and conditions. Submission of the bids amounts to acceptance of all terms and conditions mentioned therein.
- Bidders are advised to visit the website (<https://mhrd.euniwizarde.com> and [www.iiits.ac.in](http://www.iiits.ac.in)) frequently to find any addendum/ Corrigendum issued or extension of due date for submission, etc. No separate intimation will be issued / advertised in this regard. Bidders are advised to keep checking the website before submitting the final tender.
- Bidders are expected to visit the campus to acquaint themselves with the actual locations of Recharge Point etc., before submitting the tenders under two bid systems.

Signature of the bidder with seal

- The agenda of the pre-technical bid meeting is as follows:
  - IIIT Sri City representatives will explain:
    - a. The vendor about the ground realities of the operation of the Recharge Point
    - b. About salient points of the terms and conditions and also the procedure of selection.
    - c. Will respond to queries of the prospective vendor if any.
- The interested bidders shall submit their technical and financial bids through online mode in <https://mhrd.euniwizarde.com> only before the due date and time as mentioned in bid specifications. No other mode of submission is acceptable. The bidder must submit their financial bid in the prescribed format and no other format is acceptable.
- Technical bids of the tenderers will be opened by the Committee to decide the technical suitability of their service based on the pre-laid terms and conditions.
- The deadline for submission of technical and financial bids with necessary documents is stated in Tender Schedule of this tender document.
- The technical bids will be opened as per the Tender Schedule mentioned in the Tender document and/or Corrigendum, if any. The date and timing for the opening of the financial bid will be communicated to the bidders shortlisted in the technical bid.

**INSTRUCTIONS TO VENDORS *for* MHRD e-Wizard Portal**  
**(<https://mhrd.euniwizarde.com/>).**

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the MHRD e-Wizard Portal (<https://mhrd.euniwizarde.com/>).

**1. REGISTRATION PROCESS ON ONLINE PORTAL**

- a) Bidders to enroll on the portal <https://mhrd.euniwizarde.com/> by clicking on the link “Bidder Enrolment”.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal. After registration send **User ID** for helpdesk team ([helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com) and [support@euniwizarde.com](mailto:support@euniwizarde.com)) for activation.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (**Class III Certificates with signing and Encryption key**) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

## **2. TENDER DOCUMENTS SEARCH**

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

## **3. BID PREPARATION**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

## **4. BID SUBMISSION**

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by the department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

**h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.**

**5. AMENDMENT OF BID DOCUMENT**

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

**6. ASSISTANCE TO BIDDERS**

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
  - b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the e-Wizard Helpdesk. The contact number for the helpdesk is **Gagan (8448288987/[eprochelpdesk.01@gmail.com](mailto:eprochelpdesk.01@gmail.com)), Vijay(8448288989/[eprochelpdesk.03@gmail.com](mailto:eprochelpdesk.03@gmail.com)),Suriya(8448288994/[eprochelpdesk.06@gmail.com](mailto:eprochelpdesk.06@gmail.com)), 8448288992,8448288984,8448288986,8448288982,8448288988**
7. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
  8. The bid should be submitted through e-Wizard portal (<https://mhrd.euniwizarde.com/>) only.

**2. Eligibility Conditions for submitting bids:**

1. The bidders should have prior experience in having successfully run the similar nature of Recharge point at least three years out of the last five years ending 31 May 2021, the proper documented evidence must be submitted.
2. The bidders average annual turnover (gross) in similar services during the three financial years out of five financial years (from 2016-17 to 2020-21), duly audited by Chartered Accountant, should not be less than INR 15 lakhs (Rupees Fifteen lakhs only). Year in which no turnover is shown would also be considered for working out the average. Copy of the Audited financial statements for 3 years out of 5 years should be attached.
3. For the purpose of evaluation, it is necessary that the vendor must have executed 1 work order of 80% or 2 work orders of 60% or 3 work orders of 40% of a notional value of Rs. 10 Lakhs over one year period in the last 4 years.
4. The bidders' performance for each work completed during the three financial years out of five financial years (from 2016-17 to 2020-21) and work in hand should be certified by the responsible official from the concerned organization. The certificate should be enclosed with a Technical bid. The IIIT Sri City Chittoor reserves the right to visit the present service places.
5. The Bidder should have a latest valid License under Food Safety & Standards (Licensing and Registration of Food Business) Regulations issued by Central / State

- Food Safety and Standards Authority of India.
6. The firm should have valid ISO 9001-2015 certification or any other nationally or internationally acclaimed certification related to food safety and quality. The firm should have preferably ISO-22000:2018 certification.
  7. Bidder's profile shall include the full details about the firm, establishments where Recharge Points or similar nature of business is currently being functional, duration of the contract etc. The number of years of experience in the business may be furnished along with proof.
  8. Shop Establishment Registration certificate from Municipality/Firm Registration Certificate, PAN details, TIN/CST/GST etc., details are to be provided.
  9. The Bidder should give an undertaking form (Annexure I) for acceptance of all terms and conditions of tender documents.
  10. The firm should be neither blacklisted by any government department nor should there be any criminal case registered/pending against the firm or its owner/partners anywhere in India. A duly completed certificate to this effect is to be submitted.
  11. The firm has to bid for all the items mentioned in the tender document. The tender document will not be considered valid in the case of non-fulfillment of this criterion.
  12. Name(s) for proprietor/partners of the bidders with their residential addresses and telephone numbers.
  13. Attested copies of deed of partnership if the bidder is a partnership firm.
  14. Attested copies of Income Tax Returns certificates for the last 3 years.
  15. Attested copies of Balance Sheet for the last 3 years
  16. Attested copies of Registration and Sales Tax Certificate issued under Shops and Establishment Act.
  17. Declaration on letterhead of bidders that it has never been involved in any illegal activity or financial frauds.
  18. Details about PF/ESIC registration (If applicable)
  19. Two References establishment where the vendor has provided service in the past or present (Please attached documentary evidence).
  20. Signed copy of the terms and conditions stipulated in the terms and conditions.
  21. Any other pertinent information.
  22. Please note that Running of Recharge Point(s) or Similar nature of work successfully in renowned Educational Institutions such as IITs, NITs, IIITs, IIMs, AIIMS, Central Universities or Institute of National Importance may be given preference.

### **Documents Required to be submitted**

**Part – 1: Technical Bid:** The technical bid should not contain any price information. It comprises the following documents.

- a. Undertaking on Tender document (Annexure I)
- b. Basic Details (Annexure - II)
- c. Declaration regarding Black listing/litigation (Annexure - III)
- d. Balance Sheets for (2016-17 to 2020-21) (Annexure IV)
- e. Bidder Solvency (Annexure V)
- f. Proof of payment of GST and Income Tax (Annexure VI)

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- g. Details of academic/non-academic institutions served (Annexure VII)
- h. Details of quality certificate (Annexure VIII)
- i. Performance report for work refer to Annexure VIII (Annexure IX)
- j. Signed copy with seal (on each page) of the tender document and corrigendum (if any).
- k. Payment proof of EMD
- l. Firm Registration Certificate
- m. Certificate of Registration for GST
- n. Permanent Account Number (PAN)
- o. EPF and ESIC registration certificates
- p. Quality certificate (ISO etc.)
- q. Central FSSAI license
- r. Attach other documents etc as mentioned in the Eligibility Criteria mentioned in the Tender document
- s. Other documents that the bidder feels are necessary in support of his bid.

**(The bid will be not be considered if any of the above documents are not included)**

**Part 2: Financial Bid:** This should contain only the price information which should remain valid for a minimum of THREE (3) months along with commercial terms and conditions.

- a. Financial Bid should be filled in and submitted through MHRD ewizard portal only (<https://mhrd.euniwizarde.com>). If the Financial Bid is attached with Technical Bid, the bid will be summarily rejected.
- b. The financial bids of the bidders shortlisted in technical bid evaluation shall be considered for further processing.
- c. The Financial bid should clearly contain the details (without erasers/overwriting etc.) as mentioned in the form.
- d. The price quoted for supply of items etc shall be considered firm and no price escalation will be permitted during the entire period of the contract.
- e. The actual GST percentage, if any, should be specified clearly.
- f. Financial bids, which are incomplete and are not submitted in the prescribed format, will be summarily rejected.

**IIIT Sri City Chittoor reserves the right:**

- a. to accept or reject any or all tenders either in whole or in part or to invite revised price bids or to annul the bidding process.
- b. to postpone and/or extend the date of receipt/opening of tender or to withdraw the same at any time before finalization without incurring any liability to the affected Tenderer / Bidder.
- c. to omit/delete any item(s) of work from the schedule at the time of allotment or before the commencement of work without assigning any reason whatsoever.
- d. If the date of opening of the tender is declared as holiday, it will be opened on the next working day at the same time.

### **3. SELECTION PROCEDURE:**

1. The Technical Evaluation Committee (TEC) constituted by the Director, IIIT Sri City Chittoor will open the technical bid to decide the technical suitability of their service based on the pre-laid terms and conditions. After the evaluation of the technical aspects of the bid the committee will give suitable recommendations about the shortlisted firms. The recommendation of the TEC shall be final and binding on all the parties. Further, the TEC may seek additional information from the existing users at IIIT Sri City Chittoor or from other Institutes and also call for technical presentations from the bidders if required.
2. The IIIT Sri City Chittoor reserves the right to visit the present service places to the eligible vendors after the scrutiny of technical documents.
3. All items with price should be approved by competent authorities, IIIT Sri City. The vendor has to display the approved rates of items to be sold at the entrance or cash counter of the shop.
4. An appropriate formula will be decided by the committee before the opening of the Technical bid.

**Note: The marks awarded for Tender Evaluation by the constituted committee shall be final and binding on the tenderers.**

### **4. TERMS AND CONDITIONS ALONG WITH RESPONSIBILITIES OF VENDOR OF RECHARGE POINT:**

**The important terms and conditions are listed below:**

1. The Earnest Money Deposit amounting to Rs.25,000/ (Rupees Twenty Five thousand only) must be credited in the form of NEFT/RTGS to "IIIT Sri City Chittoor Opex Account" only (A/c.No.38329375681, IFSC Code.SBIN0016527, (16527) - Sri City (Mallavaripalem), 115, Peepul Boulevard Sri City, Chittoor District, AP-517 646.
2. Please note that all bidders including MSME Registered firms have to pay the EMD as per the tender document.
3. EMD of all unsuccessful bidders will be returned after finalisation of the tender. EMD of the successful bidder will be returned only after receipt of Security Deposit towards Performance Bank Guarantee. In the case of a successful bidder, the EMD may be adjusted towards the Performance Bank Guarantee on request.
4. The amount of EMD is liable to be forfeited if the bidder withdraws from the offer after submission of the tender or after the acceptance of the offer and fails to remit the Performance Bank Guarantee.
5. No interest will be paid on the EMD / Performance Bank Guarantee.
6. The Bidders will have to upload a scanned copy of Payment details towards EMD and the same will be accepted only on verification and confirmation by the Institute.
7. Any delay in credit will not be entertained by the IIIT Sri City Chittoor.
8. The successful bidder is required to execute a leave and license agreement with IIIT Sri City Chittoor for a period of 11 months and subsequently, may be renewed for an additional period of 11 months or part thereof, subject to satisfactory performance and at the same or a lesser price. The performance would be reviewed by the Committee at any time during contract period.

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9. The vendor has to commence the operations as per the institute requirement after the date of issue of contract. Time is the essence of a contract.
10. Within 15 days of execution of the agreement, the vendor will be required to provide a refundable interest-free Bank Guarantee of Rs.25,000/- (Rupees Twenty Five thousand only). This Bank Guarantee should be from a scheduled nationalized bank and will be held against default in performance and violations of terms and conditions. This Bank Guarantee shall be effective for a period of 13 months.
- The performance guarantee shall be validated up to the stipulated date of completion plus 2 months beyond that. In case the time for completion of work gets enlarged, the vendor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the vendor, without any interest.
  - The Competent Authority shall not make a claim under the performance guarantee except for amounts to which IIIT Sri City Chittoor is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement), in the event of,
  - Failure by the vendor to extend validity of the Performance guarantee as described herein above, in which event IIIT Sri City Chittoor may claim the full amount of the performance security.
  - Failure by the vendor to pay IIIT Sri City Chittoor any amount due, either as agreed by the vendor or determined under any of the rules/clauses/terms and conditions of the agreement, within 30 days of the service of the notice to this effect by IIIT Sri City Chittoor.
  - In the event of the vendor being rescinded under provision of any of the rules/clauses/terms and conditions of the agreement, the performance security in the form of Bank guarantee shall stand forfeited in full and shall be absolutely at the disposal of IIIT Sri City Chittoor.
11. The Institute will provide space for running the Recharge point. The following charges are to be paid by the Contractor for running the mess. License fee (11 months) should be paid in advance before starting the Recharge Point operations and at such rate as may be fixed by the Institute for the subsequent period.

Sl.No.	Facility	License Fee (11 months)
1	IIIT Sri City Chittoor Recharge Point	Rs.15 per square foot for the space earmarked x 11 months

12. Power connection will be provided for the Recharge point with a dedicated sub-meter. Vendor has to pay the electricity charges for the units of electricity consumed for the Recharge Point at the rates charged by APTRANSCO from time to time to the Institute on or before 15<sup>th</sup> of every month.
13. The contractor must submit all necessary statutory documents, as stated in the later part of this document.

14. The vendor must serve only to students, faculty, staff, parents and approved visitors of IIIT Sri City Chittoor.
15. The vendor should adhere to the provisions of the Provident Fund Act, the Minimum Wages Act, and other such acts which are applicable.
16. The vendor should ensure that the payment is made to the laborers as per Minimum wages act to the satisfaction of the licensee.
17. Major civil and electrical works will be attended to by IIIT Sri City Chittoor. Minor maintenance jobs such as replacement of light bulbs, tube lights, etc. are the responsibility of the vendor.
18. No accommodation, no changing room will be provided to the workmen of the vendor.
19. The vendors should have their establishment/branch office within a radius of 30 KM from IIIT Sri City.
20. The Recharge Point contract will be reviewed from 3 months of start duration and further decisions will be taken on the performance of the vendor.
21. Treated water will be provided at the Recharge Point for usage for washing and cleaning. The charges will be worked out as per actual consumption and bill raised by the water supplier, authorized by IIIT Sri City Chittoor. The charges will be borne by the contractor. Water charges are based on the consumption to be paid by the contractor at the current rate of Rs. 60/kl. The charges are to be paid to the Institute on or before of 15th of every month.
22. The Sri City sewage is calculated at 80% of water consumed and is to be paid by the vendors as per the current rate of Rs.38/kl. All rates are as per supply rates of the Sri City.
23. Vendor has to make its own arrangement for drinking and cooking with the approval of the competent authority of IIIT Sri City.
24. It is the responsibility of the vendor to segregate and dispose- off garbage at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum at its own cost and as per prescribed norms/practice of the local authority/IIIT Sri City Chittoor. The vendor shall ensure proper disposal of the collected solid/liquid waste on a daily basis under its own arrangements. Accumulation of garbage/waste in premises will not be acceptable and should never be kept overnight in the IIIT Sri City Chittoor campus. The Sri City Garbage disposal rates will be applicable. The same will be borne by the Contractor.
25. Fire Fighting arrangement provided by the IIIT Sri City Chittoor at the start of the contract to be kept serviceable at all times and handed over back to the IIIT Sri City Chittoor after finishing of the contract. The maintenance and services will be under the scope of the vendor.
26. Items like Samosa, Veg Puff, etc should be kept in the closed 'warmer container' by the vendor (not in open, or any normal box)
27. Issues related to cleanliness and shopkeeper in the shop:
  - a. Cleaning and housekeeping of the shop area will be the sole responsibility of the vendor.
  - b. IIIT Sri City Chittoor would reserve the right to check on cleanliness and upkeep of premises and quality of provisions.
  - c. At the end of the contract period, the premises shall be handed over back as it was taken over.
28. All items with price should be approved by the competent authority, IIIT Sri City, Chittoor. The vendor has to display the approved rates of items to be sold at the entrance or cash counter of the shop.

29. Any modifications/changes to be made in the prices have to get approval by the competent authorities of IIT Sri City, Chittoor
30. The vendor should not sublet the premises given to him to some other party in any case. If found, the leave and license agreement would be terminated immediately. The performance guarantee and license fee shall be forfeited and the vendor will be blacklisted from entering IIT Sri City in future.
31. Maintenance of all the equipment being used by the vendor is solely his/her responsibility.
32. Recharge point timings are from 7 AM to 11 PM on all days of the week, including holidays and vacation, irrespective of the number of students in the campus. Timings may vary depending on the requirements or necessity of the Institute.
33. All Covid-19 protocols should be followed while preparing and serving food in the recharge point; as per standard operating procedures (SOP) issued by Central and State Government; and IIT Sri City Chittoor from time to time.
34. All people working in the recharge point should be vaccinated with two Covid-19 doses and produce the certificate of vaccination to competent authorities of IIT Sri City Chittoor.
35. If any person working in the recharge point has any Covid-19 symptoms, he/she has to be quarantined and this has to be communicated to the Institute immediately. Any delay in doing so will result in a fine and/or cancellation of license.
36. IIT Sri City Chittoor owns the right to accept or reject any tender(s) without assigning any reason.
37. The successful bidder is required to execute the Leave and License Agreement with IIT Sri City on certain terms and conditions. The said agreement can be renewed for further terms by mutual agreement of the parties.
38. The legal relationship between parties shall be that of Licensor and Licensee. It is explicitly stated that IIT Sri City has no intention to create a partnership, an agency, a joint venture, or employee/employer relationship or that of a dependent contractor between parties. This clause shall override all other clauses of this tender document.
39. The vendor will ensure that no instance of food poisoning or any food related medical issue arises to any of its employees or the IIT Sri City persons. If such an incident occurs, the vendor will be responsible for fulfilling the loss that occurred.
40. The quality of food items will be inspected item-wise by IIT Sri City Administration frequently and the vendor shall not deny access for such inspections. The IIT Sri City Administration has the right to take samples of all material used in cooking and check the same for quality at recognized laboratories/institutions. Further, the store, kitchen of the vendor can also be inspected by IIT Sri City Administration so as to ensure that only products of allowed brands are being used. In case a violation is found, the IIT Sri City reserves the right to impose a financial penalty and even a cancellation of the contract in case of repeated violation.
41. The vendor will ensure that no instance of fire takes place and no injury to any of its employees or the IIT Sri City persons takes place. If such an incident occurs, the vendor will be responsible for fulfilling the loss that occurred.
42. The IIT Sri City shall not be liable for any damages to property or individuals under the scope of this contract.
43. The Vendor will be held responsible for any damages caused to the property, installations and any other facilities of the IIT Sri City. Should there be any such incident the contractor

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shall fully compensate the damages. Decision to the costs of such damages will be taken by the institute or the representative of the institute, which is final.

44. The Institute reserves the right to enter into parallel contracts with other firms too i.e. split orders.
45. The Institute reserves the right to make amendments to the scope of the tender, during the evaluation of tenders and during the currency of the Contract.
46. The vendor should ensure clearance of all the drains in and around the Recharge point frequently & regularly at its own cost. For any lapse on this front, a financial penalty will be levied.
47. The vendor at all times will keep the Recharge point/washing area/raw material store free from flies/cockroaches/mosquitoes/rats and other pests. Frequent pest control and scientific pest control measures are required to be adopted by the vendor at all times.
48. The IIT Sri City Chittoor will inspect at any time all the items procured and the vendor is liable to carry out all the suggestions regarding the standard of items procured.
49. The IIT Sri City Chittoor representatives issue the instructions from time to time for smooth running of the Recharge point. Non-compliance may attract cancellation of the contract with appropriate penalty.
50. The vendor will ensure that its employees are free from any communicable disease. The Police verification record of all the workers will have to be maintained by the vendor. The vendor/its servant(s)/its nominee will not be permitted to stay overnight in the Recharge point premises under any circumstances.
51. The vendor shall maintain such documents as may be necessary by law and as instructed by IIT Sri City from time to time. These should be available for inspection at any time.
52. Any indiscipline by the vendor's workmen within the premises, while on duty, will make them liable for penalty and IIT Sri City will also be entitled to terminate the contract. The security rules as framed from time to time shall be strictly complied with by them
53. The vendor will ensure that no instance of fire takes place and no injury to any of its staff or the IIT Sri City Chittoor persons takes place. If such an incident occurs, the vendor shall be liable to pay compensation or damages as may be assessed by the Competent Authority of IIT Sri City.
54. The successful bidder (vendor) shall take third party insurance to cover any accident or accidents of nature, for an amount AS REQUIRED FOR this type of work against damage /loss/ injury to property or person or loss of life during the complete period of the contract. A copy of the insurance policy will be handed over by the contractor to the concerned authority of the Institute before the starting date of the work as specified in the work order/letter of intent. In case the contractor fails to take the insurance policy, the Institute would terminate the contract at the risk and cost of the vendor.
55. The contractor shall indemnify and keep indemnified the institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen compensation Act, Royalty, Octroi, GST, Works contract etc, and shall keep the institute indemnified against all penalties and liabilities of any kind of breach of any such statute ordinance or law/regulations or Bylaws. **The contractor shall not employ child labour.** Payment to workers must be according to the Minimum Wages Act.

56. The vendor shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline and Decency at and around the work site, Safety Precautions and Safety Regulations.
57. In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to an arbitrator be appointed by the Director, Indian Institute of Information Technology, Sri City, Chittoor and the decision of the Arbitration will be binding on both parties of this agreement.
58. It is agreed and declared by and between the parties hereto that so far it concerns the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, a court in the city of Chittoor District alone shall have jurisdiction to the exclusion of all other courts in any place in the Union of India so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Chittoor.
59. The vendor contractor shall allow unhindered access to the institute and/ or any other party or person, engaged by the Institute to work at the same site and /or to check/ regulate/ watch/ guard/ measure/ inspect, solely or jointly with the vendor.
60. Vendor shall abide by the safety code provisions as per safety code framed from time to time by the Central / Stage Government / IIIT Sri City.

## **5. PENALTIES FOR VIOLATION OF RULES, TERMS AND CONDITIONS**

1. The vendor will be fined in case of violation of the following rules:
2. Any complaint about selling the services or products at a higher price than the pre-decided price will attract a minimum penalty of Rs. 500/ per incidence.
3. Any complaint about selling any service/product without the permission of concerned authorities will attract a minimum penalty of Rs. 500/ per incidence.
4. For any rule stated in the agreement, the first violation of the rule implies a fine as per the rule. The second and subsequent violations of the same rule on a different day of the previous fine will attract triple the initial amount of fine on the contractor; and even a cancellation of the contract.
5. The final decision of fines being imposed lies with the competent authority, IIIT Sri City. .
6. The vendor has to pay the fine imposed in the office of the Registrar within 15 days of the fine imposed date.
7. Using single-use plastic materials is prohibited. If found used proper penalty will be imposed.
8. In case of violation of any rules, the decision of the competent authority of the Institute is final and binding.

Signature of the bidder with seal

**Resolution of Disputes:**

Notwithstanding anything contained, all questions, disputes or differences whatsoever, between the parties to the Contract, arising out of or relating to the construction, meaning and operation or interpretation of provision of the contract or matters related thereto, whether during the tenure of the Contract, or its failure or after the completion of the Contract, shall be settled by the Director, IIT Sri City. The decision of the Director, IIT Sri City shall be final and binding on the parties to the Contract.

Signature of Bidder with date .....

Name & Address of Bidder .....

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Signature of the bidder with seal