

VISAKHAPATNAM PORT TRUST



ISO 9001, ISO 14001 & OHSAS 18001

e-TENDER cum e-Auction FOR

“Allotment of canteen facility at Truck Parking Area near Y Junction for 2 years for running of canteen in Visakhapatnam Port Trust.”

**CENTRAL CANTEEN COMMITTEE
VISAKHAPATNAM PORT TRUST
1st Floor, ADMINISTRATIVE OFFICE BUILDING,
PORT AREA, VISAKHAPATNAM –530035, A.P., INDIA.
PH. Nos. 0891 – 2873312 / 2873117**

VISAKHAPATNAM PORT TRUST
CENTRAL CANTEEN COMMITTEE,
1st Floor, ADMINISTRATIVE OFFICE BUILDING,
PORT AREA, VISAKHAPATNAM –530 035, A.P., INDIA.
PH. NO. 0891 – 2873312/2873117

E-TENDER NOTICE (NIT) No: VPT/CCC/Canteen near Y-Junction /2020 Dated : 07-08 - 2020

NAME OF WORK	"Allotment of canteen facility at Truck Parking Area near Y Junction for 2 years for running of canteen in Visakhapatnam Port Trust."
COST OF TENDER DOCUMENT (NON – REFUNDABLE)	Tender Fees (Non-refundable) of Rs. 1,000.00 + 18% GST (Rs.1180) is to be submitted to VPT in form of Demand Draft / bankers' cheque / pay order in favour of SECRETARY,CENTRAL CANTEEN COMMITTEE, Visakhapatnam Port Trust" payable at Visakhapatnam, from any Nationalized / Scheduled Bank.
E.M.D. (Rs.)	E.M.D. is to be submitted to Visakhapatnam Port Trust in form of Demand Draft/ bankers cheque/Pay Order in favour of SECRETARY,CENTRAL CANTEEN COMMITTEE, Visakhapatnam Port Trust" payable at Visakhapatnam from any Nationalized / Scheduled Bank
PRE – BID MEETING	Pre-bid meeting 20- 08- 2020 at 11.00 Hours at Room no.312 ENGG. DEPT, AOB, 3 rd floor, Port Area, VPT, Visakhapatnam.
DOWNLOADING OF TENDER DOCUMENTS	Tender Documents can be downloaded from the official web – site of Visakhapatnam Port Trust http://www.etenders.gov.in
DATE OF DOWNLOADING OF TENDER DOCUMENT	FROM 07-08 - 2020 AT 13:00HOURS TO 05-09-2020 AT 14:00 HOURS
LAST DATE & TIME FOR TENDER SUBMISSION	ON 05- 09- 2020 UPTO 14.00 HOURS
OPENING OF TECHNICAL BID	ON 08- 09 - 2020 AT 15.00 HOURS
Date of opening of COMMERCIAL BIDs and Date of Auction	Will be intimated in due course

FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF TIME, PLEASE VISIT <http://www.etenders.gov.in>

CENTRAL CANTEEN COMMITTEE
VISAKHAPATNAM PORT TRUST

CHAPTER - 1
VISAKHAPATNAM PORT TRUST

INSTRUCTIONS TO THE TENDERER FOR "E-TENDER CUM E-AUCTION FOR "Allotment of canteen facility at Truck Parking Area near Y Junction for 2 years for running of canteen in Visakhapatnam Port Trust."

1.0 The bidders may note that, the tender document including supporting documents (except the original DD/Pay orders towards EMD & Tender Fee) are to be submitted in the electronic form only.

1.01 Visakhapatnam Port Trust invites online applications for e-tender cum e-auction for **"Allotment of canteen facility at Truck Parking Area near Y Junction for 2 years for running of canteen in Visakhapatnam Port Trust."**

1.1 Schedule for e-Tender cum e-Auction, is as under:

- (i) Tender Document to be downloaded from the official website of Visakhapatnam Port Trust <http://www.etenders.gov.in>
- (ii) Tender Fees (Non refundable) of Rs. 1,180/- (Rs. one thousand one hundred eighty only) is to be submitted to VPT in form of Demand Draft/ bankers' cheque / pay order in favour of "SECRETARY,CENTRAL CANTEEN COMITTEE, Visakhapatnam Port Trust" payable at Visakhapatnam, from any Nationalized / Scheduled Bank.
- (iii) The E.M.D. for allotment of the canteen as mentioned in the N.I.T. is required to be submitted. The E.M.D. is to be submitted to Visakhapatnam Port Trust in form of Demand Draft/ bankers cheque/Pay Order in favour of "SECRETARY,CENTRAL CANTEEN COMITTEE, Visakhapatnam Port Trust" payable at Visakhapatnam, from any Nationalized/ Scheduled Bank. **The E.M.D. will not carry any interest.**

During the submission of On-line tender, the Demand Draft (DD)/ Bankers' Cheque (BC)/ Pay Order (PO) for E.M.D. & tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization, bidder shall send the same through R.P.A.D. so as to reach to the Central Canteen committee office, 1 s t F l o o r , A.O. Building, Port Area, Visakhapatnam-530035, A.P., INDIA, **within the due date and time of opening of technical bid.**

- (iv) If any queries regarding tender documents, the list of queries may be sent on email to ce.nsrn.vpt@gov.in before due date of pre- bid meeting.

(v) Pre-bid meeting **20-08- 2020 AT 11.00 HOURS** at Engg. Dept.
Room no.312, AOB, 3rd floor, Port Area, VPT, Visakhapatnam.

(vi) Last date and time for the online Tender submission **05-09- 2020 UPTO
14.00 HOURS.**

(vii) Online Opening of Technical bid **08-09- 2020 AT 15.00 HOURS.**

(viii) Online Opening of Commercial bid, will be intimated in due course.

(ix) On line auction date and time for the canteen will be intimated in due course.

1.2 **Downloading Tender Documents:** Tender documents will be available on web site up to date and time as shown above. Tenderer who wish to participate in this tender shall have to register on web site <http://etenders.gov.in>

1.3 **D i g i t a l Certificate:** Bidders should do the registration in the tender site <http://etenders.gov.in> using the option available. Then the Digital signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as SIFY (www.safescrypt.com) / Tata consultancy services (www.tcs-ca.co.in) code (www.ncodesolution.com) etc.

1.4 Tenderers who already have a valid Digital certificate need not procure new Digital certificate.

1.5 ONLINE SUBMISSION OF TENDER : *Tenderers can prepare and add on their bid any number of times prior to the last date and time prescribed for tender submission. However the tenderer shall not be permitted to be edited in any case after the last date and time prescribed for submission of tender as specified in the NIT/Tender. No written or online request in this regard shall be entertained. Tenderers shall submit their tender in Electronic format only on above mentioned website and prior to the date and time mentioned above, and the tender shall be digitally signed by the authorized person of the tenderer. Tender documents in any other form including in physical form shall not be accepted and the same shall be accepted in the electronic format. The tenderer shall upload all the required and necessary documents especially credential related, financial related , EMD, cost of tender etc., which are important/ essential through online only, if not submitted the same, their tender liable for rejection/disqualification, without any notice.*

1.6 A scan copy of all details as required shall be uploaded in electronic format only. During the opening of online technical bid if it is found that above details as mentioned are not submitted in electronic format, tenders of such tenderer shall not be considered.

1.7 The online tenders shall be uploaded upto **05-09-2020 TILL 14.00 HOURS.** The tender document comprises of 03 (three) parts (i) EMD and Tender Fees,(ii) Technical bid and (iii) Commercial bid.

1.8 **Submission of Tender Fees, EMD: Tender Fees** (Non-refundable) of **Rs. 1,180/- (Rupees one thousand one hundred and eighty Only)** & **EMD of Rs. 15,000/- (Rupees fifteen thousand only),** by Demand Draft/bankers cheque /Pay Order in favour of "SECRETARY,CENTRAL CANTEEN COMMITTEE, Visakhapatnam Port Trust" payable at Visakhapatnam, from any Nationalized/Scheduled Bank only shall be accepted. The E.M.D. is to be submitted to Visakhapatnam Port Trust in form of Demand Draft/ bankers cheque/Pay Order in favour of "SECRETARY,CENTRAL

1.9 The Tender Fees and EMD as mentioned above shall be submitted so as to reach the Office of the SECRETARY,CENTRAL CANTEEN COMMITTEE, Visakhapatnam Port Trust **within the due date and time of opening of technical bid** through Registered AD Post / Speed Post only. The cover containing Tender fees and EMD shall be super-scribed by **"TENDER FEES AND E.M.D. FOR "Allotment of canteen facility at Truck Parking Area near Y Junction for 2 years for running of canteen in Visakhapatnam Port Trust."**

- 1.10 **Opening of Technical tender:** Technical tenders shall be first opened online on 08- **09-2020 AT 15.00 HOURS** in the Office of conference Hall, AOB, 3rd floor, Port Area, VPT, Visakhapatnam - 530035.
- 1.11 **T e c h n i c a l** bid shall be evaluated as per procedures mentioned in the tender documents. The decision of the committee on evaluation of the bids shall be final and binding to every tenderer.
- 1.12 **Opening of Commercial bid:** Commercial bid of only qualified tenderers, whose technical bid is accepted, shall be opened. Tenderer must invariably quote the rate online on every Commercial bid, failing which they shall not be allowed to participate in the on line E-auction.
- 1.13 **Contacting Officer:** Further details/clarification if any, will be available from the CENTRAL CANTEEN COMMITTEE, VISAKHAPATNAM PORT TRUST, 1st Floor, ADMINISTRATIVE OFFICE BUILDING, PORT AREA, VISAKHAPATNAM –530035, A.P., INDIA. PH. NO. 0891 – 2873312/2873117.
- 1.14 The tender documents fees for online tender documents shall not be refunded under any circumstances.
- 1.15 Tenders without tender fees, EMD and which do not fulfill all or any of the conditions of tender document shall be rejected outright. Tender with incomplete details in any aspect shall also be rejected.
- 1.16 Conditional tender shall not be accepted.
- 1.17 **T**ender notice shall form a part of tender document.
- 1.18 The tenderers are advised to read carefully all the Instructions and conditions stipulated in the tender documents.
- 1.19 The Visakhapatnam Port Trust reserves the rights to reject any or all tenders without assigning any reason thereof.
- 1.20 Tenderers are bound by the Visakhapatnam Port Trust rules and regulations being issued from time to time.

- 1.21 Any kind of amendment shall be published only on-line and shall be final and binding to all the tenderers.
- 1.22 The details of tenders can be seen on website <http://etenders.gov.in>
- 1.23 The RESERVE PRICE in terms of monthly rent has been mentioned in online BOQ. Any bid quoting rates below the RESERVE PRICE shall be rejected outright.
- 1.24 Schedule of the canteen facility offered for allotment along with eligible criteria is mentioned in the tender documents.
- 1.25 The bid submitted by the tenderers shall have valid digital signature certificate.
- 1.26 Every tenderer shall mention their E - Mail address in technical bid.
- 1.27 After the deadline prescribed in NIT, the bids cannot be submitted in the On-Line System.

1.2 ELIGIBILITY CRITERIA:

A. Technical Criteria :

1. The bidder can be a single entity or a group of entities (hereinafter referred to as Consortium), coming together to maintain the canteen. The term bidder used hereinafter would therefore apply to both a single entity and a Consortium.
2. Two or more bidder(s) may form a joint venture/Consortium among themselves and apply against this tender specification, provided they fulfill the eligible criteria.
3. Members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of participation in the tender. The MoU shall, inter alia, also convey the intent to form a joint venture company which would enter into an Agreement and subsequently carry out all the responsibilities of the licensee as will be stipulated in the Agreement. The MoU shall also clearly outline the proposed roles and responsibilities of each member at each stage. A copy of the MoU shall be uploaded by the bidder with the tender in Technical bid.
4. The total no. of a Consortium shall be limited to four members.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

5. In case of a Consortium, Consortium as a whole shall meet the qualifying norms specified in the tender, they participate.
6. The lead member of the Consortium should meet at least 50% of the qualifying norms in respect to the work experience, net worth & Turn Over requirement. Besides the lead member, other member(s) of the Consortium together shall meet the balance 50% of the qualifying norms in respect to the work experience, net worth & Turn Over requirement.
7. All the Consortium member(s) shall authorize the lead partner by submitting a power of Attorney duly signed by the authorized signatories. The lead partner shall be authorized to receive instructions for and on behalf of all partners of the Consortium and entire execution of the project related to this canteen facility.
8. The Consortium and its members should include a description of the roles and responsibilities of individual members and they shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract. Any member of the Consortium member(s) shall not be eligible either in an individual capacity or part of any other Consortium to participate in the tender, where the said Consortium participates. A declaration in this regard is to be submitted by the bidder.
9. Canteen facility allotment orders will be placed to lead members of the Consortium.
10. The purchaser of the tender document must be the bidder itself or a member of the consortium submitting the application.
11. In-case of Consortium, the information required for each member of the Consortium shall submit.
12. One of the members of the Consortium shall be nominated as being in charge (Lead Member), and this authorization shall be supported by a Power of attorney and signed by authorized signatories of other members.

B. Financial Parameters

- a. Tender Fees of Rs . 1000 / - + 18 % GS T i.e.1,180/- (Rupees One Thousand one hundred and eighty only) (Non refundable) to be paid to VPT in form of Demand Draft/bankers cheque/Pay Order in favour of SECRETARY,CENTRAL CANTEEN COMMITTEE, Visakhapatnam Port Trust" payable at Visakhapatnam, from any Nationalized/Scheduled Bank.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

b. The E.M.D. (Rs.15,000 /-) for the canteen is to be paid to VPT in form of Demand Draft / bankers cheque / Pay Order in favour of "SECRETARY,CENTRAL CANTEEN COMMITTEE, Visakhapatnam Port Trust" payable at Visakhapatnam, from any Nationalized/ Scheduled Bank only through Regd. A.D. / Speed Post only. **The E.M.D. will not carry any interest.**

c. Proof of experience in similar nature of works i.e., having average annual financial turnover not less than 3.00 Lakh ending 31st March of previous financial year duly certified by the Chartered Accountant and two years' experience in running canteen in a Large Public Sector Undertakings/Industrial Canteens/Higher Educational Institutions / Corporate Hospitals or five years' experience in running and maintaining restaurant or Parlours

d. Copy of PAN CARD / in the case of foreign bidders, a similar account with its Income tax Department OR a similar certificate by whatever name.

e. **G.S.T** certificate, as per applicability of the firm.

f. Undertaking of non-pendency of mutually admitted port dues.

C. In addition to the above, the following documents also shall invariably required to be submitted along with the technical bid :

1. The technical bid i.e. tender documents including amendments if any, are required to be submitted through online, duly sealed and signed at each page.
2. Attested true copy of Partnership deed in case the application is submitted by partnership firm, attested true copy of Memorandum of Association and Article of Association/ Bye laws in case of the application is submitted by a company along with certificate of incorporation.
3. Power of Attorney in favour of the person signing the application and undertaking on behalf of the firm.
4. An undertaking to the effect that no change has been made in the tender documents and they have not been banned /de-listed by any reputed organization in past.
5. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
6. Undertaking with regard to statutory clearances that wherever necessary statutory clearances will be obtained from the concerned authority, shall be submitted by the tenderer.
7. The tenderer will have to give a Certificate that he or she is not related to any Officer of Visakhapatnam Port Trust or any officer of the rank of Assistant Secretary or above in the Ministry of Transport, Government of India. The Contractor should give a

declaration along with his tender about the name of the relatives, who are employed as Non-gazetted officers in the Port Trust.

8. The tenderer should give an undertaking letter that the documents submitted by them are genuine documents. If any forged / fake documents are submitted by the tenderer, VPT have right to ban the business dealing of the firm with VPT.
9. The tenderer/bidder shall have to submit a certificate that their Firm / Company does not have any relationship (direct / indirect) either personal / commercial with any of the existing Trustees of Visakhapatnam Port Trust”.

1.30 No deviation shall be allowed from the terms and conditions stipulated in the tender documents and tender containing deviations are liable to be rejected. No deviation is accepted.

1.31 The tender shall remain open for acceptance for a period of 90 days from the date of opening of COMMERCIAL BID. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of any other right or remedy shall be at liberty to forfeit the Earnest Money deposited.

1.32 Successful tenderer must furnish Security Deposit as specified in tender documents within the time specified in the letter-communicating acceptance of his offer failing which the Earnest Money will be forfeited. The successful tenderer shall also be required to enter into an agreement with VPT.

1.33 FORFEITURE OF EARNEST MONEY DEPOSIT (EMD):

The bidders shall furnish the prescribed EMD in accordance with the Clause No 1.8 of Instructions to Tenderer.

The EMD shall be returned to all the unsuccessful bidders.

The EMD shall be forfeited under the following circumstances:-

- i. If the Bidder withdraws/non-responsive/modifying its Bid during the period of bid validity, after bid opening or***
- ii. If the bidder revises it's price offer after opening of the price bid or***
- iii. If the Bidder submits fraudulent documents and / or wrong information in support of it's eligibility/qualification or***
- iv. If the bidder is found to be guilty of submitting false information, forged and fabricated documents or of any action which is illegal or fraudulent in nature or***
- v. If the Bidder, having been notified of the acceptance of its bid by Visakhapatnam Port Trust during the period of bid validity,***

- a. fails to make payment towards initial security deposit and rentals as stipulated in the tender conditions and /or does not agree to pre-acceptance letter issued by Visakhapatnam Port Trust,***
- b. fails to execute the agreement as per tender conditions.***

1.35 DOCUMENT PRESENTATION

(i) Tenderer shall complete all the Annexures & Schedules with all the information called for therein and sign with date and stamp on all the pages of the tender documents and the Schedules and shall be uploaded. Any tender not so completed is liable to be rejected. The Form of Tender and Schedules shall not be defaced in any way whatsoever or detached from the Conditions of Tender.

(ii) The tenderer should not submit their offer with any conditions/ counter conditions anywhere in the tender documents. The conditional tenders, if any, shall be summarily rejected.

(iii) All the documents submitted should be through online only, indexed and page numbered.

(iv) Tender documents are non-transferable. Tenderer/Developers must download Tender Documents in their own name and submit their Tenders through online only.

(v) The tenderer/Developers shall give an undertaking with regard to submissions of complete set without defacement, addition or alteration as prescribed and with all Appendences duly filled in. No counter conditions, submission is true to best of their knowledge and payment or illegal gratification.

(vi) The validity of tender is 90 days from the opening of COMMERCIAL BID, however the validity can be extended as detailed in Instructions to tenderer.

(vii) The tenderer shall examine all the tender conditions and the specification etc., in the tender documents. The tenderer, if so desire, may visit the sites and get himself acquainted with necessary data, for the purpose of making responsive offer. Canteen facility is offered on "As is where is" basis. Visakhapatnam Port Trust will not be responsible for any cost or expenses incurred by the bidders in connection with preparation or delivery of the tenders, including costs and expenses related to visits to the sites.

(viii) The tenderers are advised to visit the 'site' before submitting their offers, in order to make themselves fully aware of the site conditions and study the scope/nature of canteen facility before quoting.

1.36 WITHDRAWAL OR MODIFICATIONS

Any withdrawal or modifications are permitted till last date and time of submission of the Tender, that means the tender cannot be withdrawn or modified after the last date and time of submission and in case the Tenderer modifies or withdraws the tender after the last date and time of submission of tender then EMD shall be forfeited.

1.37 AMENDMENT TO TENDER DOCUMENT:

(i) At any time prior to the deadline for the submission of Tenders, the VPT for any reason, whether at its own initiative or in response to tender, may modify the Tender documents by an amendment.

(ii) The amendments will be hosted on the website prior to the date specified for submission of the tender. All the tenderers who have down loaded the Tender Documents shall verify if any such amendment / modification has been issued, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s)/ modification(s) if any shall be binding on the tenderers. No separate notice/ intimation of amendments/ modifications will be sent to those who have downloaded the document from the web.

(iii) VPT may at its discretion extend the deadline for the submission of Tenders to enable prospective Tenderers to take the amendment into account while preparing the Tender.

Any amendments in this tender including the dates, venue, corrigendum, clarifications to pre-bid queries etc. shall be posted on the website of the Visakhapatnam Port Trust. Separate newspaper advertisement may not be placed. The tenderers are required to keep themselves informed of the developments by visiting websites regularly.

1.38 DETERMINATION OF RESPONSIVENESS:

VPT will scrutinize tenders to determine whether the tender is responsive to the requirements of the tender documents. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable for rejection.

1.39 EVALUATION AND COMPARISON OF TENDERS:

Only such tenders, as determined to be responsive to the requirements of the tender documents will be considered for opening the COMMERCIAL BID. VPT decision on this shall be final, conclusive and binding.

1.40 VALIDITY OF TENDER:

The tender shall remain valid and open for acceptance for a period of 90 days from the date of opening of the COMMERCIAL BID. The VPT reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax. The tenderers will have an option to refuse the request without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

1.41 ACCEPTANCE OF TENDER:

VPT does not bind itself to accept the highest lease fees offered in the COMMERCIAL BID and reserves the right to accept or to reject without assigning any reasons whatsoever.

1.42 LANGUAGE OF THE TENDER:

The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the VPT shall be written in ENGLISH LANGUAGE. Any printed literature, other than in English language, shall be accompanied by an English translation, in which case for purpose of interpretation of the tender, the English translation shall govern.

1.43 PRE-BID MEETING

A pre-bid meeting will be held in Visakhapatnam office of the CENTRAL CANTEEN COMMITTEE, VPT, as mentioned in the schedule (NIT). However in case of a change the same will be hoisted on VPT Portals. Attendance at pre-bid meeting is strongly advised. Tenderers should send a "Letter of Authorization" with attested specimen signature of their representatives who are deputed by them to be present at the pre-bid meeting. Should there be any discrepancy in or any doubt or obscurity as to the meaning of any of the tender documents or as to anything to be done or not to be done by the tenderers or any clarification or if any additional information is needed by the tenderers, these shall be set forth in writing and submitted to the SECRETARY, CENTRAL CANTEEN COMMITTEE, VPT. VPT reserves the right to call for additional documents, clarification etc. for determination of fulfillment of qualification criteria of the tenderers.

1.44 SITE INSPECTION

- (i) It would be deemed that prior to submission of tender, the tenderer has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions; (b) condition of the access road & surroundings and has assessed the extent of the work requirements for the maintenance of canteen. It is also deemed that they are fully aware of all the applicable laws and applicable permits pertaining to the purpose for which they intend to use the canteen facility.
- (ii) VPT shall not be liable for any mistake or error or neglect by the tenderer in respect of the above.

1.45 TENDERERS RESPONSIBILITY

- (i) The tenderer is expected to examine carefully the contents of the tender documents, including but not limited to the terms and conditions in the agreement format.
- (ii) The details to be filled in as per proforma attached shall be either typed or written in indelible ink and shall be signed by the tenderer or person duly authorized to sign on behalf of the tenderer. Such authorization shall be written Power of attorney. All pages of the tender document shall be signed by the person signing the tender. The name and position held by the person signing the tender shall be typed or printed below his signature.
- (iii) The tender documents including the proforma, which shall form part of the tender document, shall be duly filled in and signed and submitted along with the tender.
- (iv) The canteen facility will be allotted only after obtaining approval of Competent Authority.

1.47 Tenders with following discrepancies are liable for rejections;

- i) Tender that is incomplete, ambiguous, and not accompanied by the documents asked for.
- ii) Tender received after specified date / time.
- iii) Tender in respect of which canvassing in any form is resorted to by the tenderer.
- iv) If the tenderer deliberately gives wrong information in his tender or resorts to unfair methods in creating circumstances for the acceptance of his tender, VPT reserves the right to reject such tender at any stage.

1.48 OPENING OF THE TENDERS:

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

(i) The Tender will be opened at the office of the SUPERINTENDING Engineer,(Civil) VPT, in the presence of those Tenderers who may wish to be present and the names of the Tenderers will be announced to those who are present.

(ii) The COMMERCIAL BID, shall be opened on a later date so fixed by VPT. The COMMERCIAL BID will be opened only of those tenders who will qualify in the Technical Bid.

(iii) The tenderers who wish to witness the tender opening shall send a letter of authorization with attested specimen signatures of their representatives who are deputed to attend the opening of tenders. Representatives without such authorization letters may not be permitted to be present to witness the tender opening.

(iv) To assist in the examination, evaluation and comparison of tenders, VPT may ask tenderers, individually for clarification of their tender. The request for clarification and the response shall be sent in writing by Post, Fax or e-mail, but no change in price or substance of the tender shall be sought, offered or permitted.

1.49 Submission of a tender by the tenderer implies that he has read the complete contract documents and has made himself aware of the scope, terms & conditions and specifications etc. No claim within the purview of this clause shall be entertained at any stage.

1.50 VPT reserves the right to reject any or all tenders without assigning any reasons thereof and does not bind itself to accept the lowest tender.

1.51 This tender shall be governed by the Indian Laws for the time being in force and as quoted and applicable from time to time.

1.52 Jurisdiction: All disputes shall be subject to Visakhapatnam Courts alone.

1.53 These instructions to tenderers shall form part of the tender documents.

1.54 I - COMMERCIAL BID :

- a. After opening of Commercial bids, the total of the Reserve Price and the highest premium over and above the Reserve Price received for the canteen will become the RESERVE PRICE of the canteen for e- auction.
- b. The RESERVE PRICE for the mentioned canteens has been fixed for the year 2020-21, as shown in the COMMERCIAL BID format. The bidder has to offer premium over and above the RESERVE PRICE. Bidder quoting less than the RESERVE PRICE will not be considered.
- c. **The minimum increment in the offer shall be in multiple of Rs.100=00 (Rupees HUNDRED Only) in respect of the canteen facility and increment in offer below Rs.100=00 shall not be considered.**

II - E-auction

(a) After opening of commercial bids,the canteen facility will be put on E-auction and the tenderers, whose commercial bids have been opened will only be eligible to participate in the e-auction of the particular canteen.

(b) After opening of commercial bids, the total of the RESERVE PRICE including the highest premium over and above the RESERVE PRICE received for any particular canteen will become the RESERVE PRICE of that particular shop for e- auction as Start Price. For

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

bidding through E-Auction, the bidders have to quote higher than the revised RESERVE PRICE i.e., start price, plus the minimum increment in multiple of Rs.100=00 (Rupees HUNDRED only) per canteen and increment in offer below Rs.100=00 shall not be considered for e-auction.

(c) The e-auction will remain open for bidding for Sixty (60) minutes from the start time.

(d) The e-auction closing time will be automatically extended by 10 (Ten) minutes every time the last H1 bid is received within last 5 (Five) minutes of the predetermined or extended closing time. This process will continue till the last H1 bid remains unimproved for a period of last 5 (Five) minutes, so as to give ample opportunity to all bidders and to generate the best competition. The bid will be automatically close when there will be no bid for last 5 (Five) minutes.

III. Even though an applicant may satisfy the eligibility criteria as per NIT, yet, VPT reserves the right for not considering their tender document if the applicant has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness, civil, criminal or any other legal proceedings launched against the bidder etc. The same will be assessed on the basis of documentary evidence submitted by the bidder in support of PQ requirements.

1.55 Tender documents available on the website of <http://etenders.gov.in>

1.56 The complete Tender documents are available on the website and the same can be downloaded by the intending bidders directly from VPT websites: <http://etenders.gov.in>. **The tender fees of Rs. 1,000/-+ Rs.180=Rs.1180(Rupees one thousand one hundred eighty only)** (Non-Refundable) by Crossed Demand Draft favouring "SECRETARY,CENTRAL CANTEEN COMMITTEE, Visakhapatnam Port Trust.", payable at Visakhapatnam, shall be submitted by the bidder along with their technical bid. Downloaded documents are to be printed in a clearly readable form in A4 size sheet for submission. Bids are to be submitted in the prescribed format and corrections to be attested. VPT is not responsible for any delays etc. Tenders without tender cost will not be accepted. The cost of the tender documents will not be refunded under any circumstances.

156 To submit relevant experience certificates and other documents duly attested. Tenderer/Licencee is considered to be qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory/forged.

157 All tenders shall be accompanied by the **Earnest Money Deposit (EMD) of Rs.15,000 /- (Rupees fifteen Thousand Only)** in the form of DD, favoring "SECRETARY,CENTRAL CANTEEN COMMITTEE., Visakhapatnam Port Trust". The EMD shall be valid for minimum period of 90 days (ninety Days) from the last day of submission of tender. If the DD submitted towards EMD, with validity of less than 90 days, a fresh DD is to be submitted time to time, before 15 days of the expiry of previous DD submitted by the bidder, if fails to submit fresh DD, the DD amount will be encashed. Upon submission of fresh DD, the previous DD will be returned to the bidder. Tenders submitted without EMD or without adequate amount of EMD shall be considered as non- responsive and hence, rejected. The EMD of the unsuccessful tenderers shall be returned within 7 days after acceptance of the H1 bidder. EMD shall be forfeited in the event of the tenderer withdrawing/ modifying the tender before expiry of the tender validity period of 90 days from the date of the opening of the COMMERCIAL BID or in the event of the successful.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

158 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

159 VPT reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion. Central Canteen Committee will consider & approve the tender document, pre-bid clarifications, short listing of bidders and selection of successful bidder.

160 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the VPT Portal. The bidders are required to check Portal regularly for this purpose, to take into account before submission of tender. All Corrigendum and addendum are to be submitted duly signed & stamped. All bidders are advised to check especially VPT website <http://etenders.gov.in> regularly.

161 The COMMERCIAL BID of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. It is made clear that the offer of the H-1 bidders shall be accepted subject to the confirmation of authenticity of the PQ documents from the concerned department/ bank.

162 The successful tenderer shall execute an agreement with VPT in relation to this tender.

SPECIAL CONDITIONS OF CONTRACT (CHAPTER -2)
TERMS AND CONDITIONS

Tenders are invited for **"Allotment of canteen facility at Truck Parking Area near Y Junction for 2 years for running of canteen in Visakhapatnam Port Trust."** from persons having average annual financial turnover not less than 3.00 Lakh ending 31st March of previous financial year duly certified by the Chartered Accountant and two years' experience in running canteen in a large public sector undertakings/Higher Educational Institutions / Corporate Hospitals or five years' experience in running and maintaining restaurant or Parlours.

1. Contract Documents consisting of the complete specifications for the Schedule of food items to be supplied and the set of CONDITIONS OF CONTRACT enclosed.
2. The actual date of commencement of running the canteen will be intimated at the time of awarding the contract/Issue of work order.
3. Certain facilities intimated in the "Terms and conditions of the contract" (enclosed) are proposed to be extended in the canteen, to the contractor free of cost, keeping in view of the quality of foodstuff to be supplied at minimum cost to the utmost satisfaction to Port employees. It is expressly stated that the quality of items mentioned in the schedule of items should be the essence of contract.
4. Items to be prepared and supplied in the canteen are detailed in the "Annexure-B".
5. Revision of rates for any reasons whatsoever shall not be entertained during the contract period

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

6. The tenderers should acquaint themselves with the work and working conditions of the VPT and location of the canteen and run the canteen accordingly, no claim will be entertained on this issue and the decision of Central canteen Committee is final and cannot be questioned.
- 7.. In respect of P.F. Contribution recovered by the contractor from the labour should be remitted to the P.F. Commissioner.

39. Process to be Confidential.

- a. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the tender accepting authority has announced the award to the successful Tenderer. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
- b. No Tenderer / Bidder shall contact the CCC/VPT or any authority concerned with finalization of tenders on any matter relating to tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the SE-I & President, CCC/VPT or Welfare Officer & Secretary, CCC/VPT, it should do so in writing.
- d. Tenders will be finalized by the Tender Committee, CCC/VPT according to the powers vested with them.

TERMS AND CONDITIONS OF THE CONTRACT

1. The contract will be awarded only after adjusting of Security Deposit and execution of agreement on stamped paper at worth Rs.100/- in the proforma prescribed by the VPT Central Canteen committee.

2 A monthly rent shall be deposited by the contractor in VPT Central Canteen Committee Account towards canteen buildings before 5th of every month:

Y Junction Canteen --- as quoted

If the contractor fails to deposit the rent within the prescribed time, penal charges of Rs.5/- per a day of delay will be imposed.

3 If the tenderer fails to execute an Agreement as indicated above, his tender will be cancelled forfeiting the Earnest Money Deposit made by him.

5. Furniture and utensils if available in the VPT Canteen, may be supplied to the contractor at free of cost. Such furniture and other items supplied to him should be used properly and carefully for the purpose for which they are intended and any damages and deficiencies should be made good by the Contractor at his cost. The Contractor should arrange the additional utensils and furniture as required for running the canteen at his own cost with the prior permission of the canteen committee.

6. Electricity and water would be supplied at free of charge and special care should be taken to see that the same are not wasted. Any additional Electrical power points are required, the contractor shall make his own arrangements with prior written approval of the Secretary, CCC/VPT No claim for delay or non-supply of water and power, due to unavoidable circumstances will be entertained and the contractor has to make his alternative arrangements to run the Canteen on those particular days.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

7. The building should be utilized properly and the premises in and around the Canteen should be kept clean and tidy by frequent scrubbing with disinfectant liquids and also following the instructions of the Central Canteen Committee. Besides, this, the canteen premises including wall tiles must be cleaned with phenol/branded cleaning powder twice in a day out of which one time should be before lunch. Firewood and coal should not be used for preparing eatables etc.

8. The Contractor has to take the responsibility of the gas equipment and has to bear the expenditure towards consumption of the LP gas (commercial cylinders), repairs, maintenance and replacement of the equipment as required, if any hazardous, fire happens due to miss-handling of equipment or un-avoidable circumstances, if anything happens to the lives of the Canteen Workers, furniture, utensils, property of VPT, the contractor himself will be held responsible and cost of such damage will be recovered from the Contractor. The contractor shall educate his canteen personnel to work with electrical appliances and gas equipment and make them to follow good safety practices and good food handling practices.

9. Replacement of fused bulbs, repairs to the electrical and water supply fittings etc, if any required, they will be done by VPT but proper care should be taken by the contractor.

10. Besides the items indicated in the Annexure – B items, the contractor is at liberty to prepare any other items with the prior written approval of the Central Canteen Committee at rates and weights of such items specified by the Central Canteen Committee. Also, the Central Canteen Committee may add any other items if so required at the rates fixed by them and the contractor should ensure that the above items are prepared in consultation with the , Central Canteen Committee /VPT as per the approved menu schedule.

10(a) The Canteen Contractor should also provide boiled milk, boiled eggs, biscuits, cornflakes/any other menu, as and when required to the patients of Golden Jubilee Hospital, as per the instructions given by Chief Medical Officer. **(This is applicable only in the case of GJH Canteen)**

11. The contractor should use approved quality refined oil only for preparation of all food items including savoury, sweets and snacks.

12. Utmost cleanliness should be observed in various processes of preparing and serving the eatables etc., and no inferior or rotten or damaged articles or adulterated foodstuffs, food materials should be used in the preparation of articles intended for consumption. The contractor should use good quality raw materials for preparation of all food items failing which penalty of Rs. **1000/-** per day will be levied. Repetition of penalty tends to imposition of double the rate of penalty per instance and upon repetition of the same for more than three instances may tend imposition additional fine recommended by CCC and also lead to cancellation of tender including forfeiture of Security Deposit and debarring to participate in future tenders.

13. The contractor should be in a position to supply vegetarian/non-vegetarian **meals of good quality, with oil paper / bio-degradable & suitable for using the same in meals plates only** as per the schedule of items approved by the Central Canteen Committee /VPT. If the meals served are not as per standards, approved and communicated to Contractor, Central canteen committee takes appropriate action as cited at above clause and the contractor should abide to the action and no claim shall be entertained. The decision of the CCC/VPT is final and cannot be questioned. The contractor should supply tea/coffee in paper glasses.

14. The Contractor should make available a weighing machine during the working hours of the canteen and also ensure to supply standard quality and approved quantity.

15. The Canteen committee also desires to introduce Tea/Coffee Tray system to serve in other nearing Offices. The Contractor is responsible for the maintenance of the crockery and should supply Tea/Coffee in the tray as per the schedule of items from the day it would be decided upon and communicated by the Central Canteen Committee/VPT to introduce the Tea/Coffee tray system.

16. After awarding contract the tenderer should observe that either the contractor or his authorized representative who is approved by the Central Canteen Committee/VPT (in prior) should be available in canteen during the period of Canteen working hours and shall communicate any discrepancy, wanting and complaints etc.

17. The Contractor will be required to post skilled manpower as may be needed to supervise and guide the workers – skilled, semi-skilled as well as unskilled for proper completion of the work. The contractor shall issue the identity card, after approving from the Central Canteen Committee/VPT for the employees engaged by him and their nameplates should be exhibited

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

on the uniform. The contractor shall deploy adequate manpower to carry out the following jobs (at least 07 canteen workers in Y junction Canteen):

- a) Two Cooks to cook the food items as per the requirements
- b) One person for distribution of coupons, collection of money.
- c) One person to provide clean drinking water at the tables, collect used plates, glasses, to clean the tables, furniture items, floors and work areas, kitchen and all cafeteria areas.
- d) One person to wash the dishes with clean hot water and with branded detergent powder only.
- e) One person exclusively to serve the food items at Food Service Counter.
- f) One person for preparation of Tea and to supply Tea.
- g) To dispose the canteen wastes regularly in an approved garbage bag, which will be obtained by the contractor at his own expenses. The contractor shall ensure that adequate stock of garbage bags are maintained by him. The contractor shall ensure all internal and external drains are cleaned regularly including silt trap and also ensure that no food material is entered into the drains or silt trap.

18. The contractor shall arrange payment of minimum wages to the workers and staff appointed by him in the canteen, as per the rules / acts applied to the Canteen workers and no labour/worker below the age of 14 years shall be employed and also ensure that no Child labour is employed.

19. The Contractor should provide uniforms and acceptable footwear to the canteen staff / workers. He should also ensure that the staff / workers wear neat uniform during working hours of the canteen. The employees of the contractor shall be in neat uniform and the contractor should supply at least two sets per year. Food handling staff shall wear caps & gloves. Fine up to Rs.500/- may be imposed for dirty uniform/deviation of this clause, if found during surprise check.

20. The contractor and the staff should abide by the various Acts, Rules and Regulations of Port / Central Government and State Government and should not violate the same and submit the necessary compliance every month failing which the contract will be terminated.

21. At the time of closing of the Contract and after the expiry of the contract or earlier during the stipulated period the contractor should handover the building with all the furniture, utensils, all other equipment etc., in proper and good condition, failure of which will entail forfeiture of security and other deposits, besides taking such action against the contractor as determined by the canteen committee.

22. The contractor shall make adequate arrangements to store water for drinking and washing purpose etc. including a towel/napkin at the convenient place near the washbasin. He should also provide receptacles of standard pattern for the storage of drinking water and fix thereon at convenient and easily accessible places.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

23. All plates and cups etc., should be immersed in Clean Hot water and thoroughly cleaned before their use each time. The contractor has to make his own arrangements for hot water system if the system provided by VPT fails.
24. The contractor should not employ unhealthy persons suffering from any contagious or infectious diseases in any capacity. Before providing employment to a worker/person the contractor in canteen, should submit the fitness certificate of his staff to be deployed. The contractor should ensure to send the staff/workers to health check-up as directed by the Canteen Committee.
25. The contractor should be able to supply the required items, if ordered, for parties, functions etc., in the Port within a reasonable time, the rates of such items are mutually agreed upon.
26. The Central Canteen committee or the Port Trust are in no way responsible for the acts or omissions or commissions of the contractor or his workmen which are against the law.
27. The Contractor shall strictly comply with all Acts, Rules and Regulations of Government regarding payment of wages to the workmen and staff employed in the Canteen,, Income-Tax,, GST and any other taxes already payable or to be paid during the currency of the contract.
28. The Contractor shall not, without the prior permission of the President, CCC/VPT in writing, sell, transfer or bequeath interest of the canteen, which he acquired by virtue of this contract. Such unauthorized sale, transfer or bequeath would automatically terminates the contract, forfeiting all the amounts such as Security Deposit and other deposits and the contractor is liable for suitable action at the discretion of the canteen committee. The decision of the President, CCC is final and cannot be questioned.
29. The Central Canteen Committee/VPT is competent to terminate the contract during its currency at his discretion, if the conditions stipulated are not followed or followed at variance by the contractor.
30. In case the contractor express his inability to run the canteen at any time during the contract period, three months advance notice has to be given to the President, CCC/VPT by him for consideration, similarly if the CCC/VPT is not satisfied of the Canteen services etc., the Contractor shall vacate the Canteen premises within three months from the date of notice issued by the Central Canteen Committee/VPT, failing which necessary appropriate action will be taken as per extent rules of VPT Estates.
31. The contractor shall be responsible for taking all the precautionary and safety measures for lives of the workers working under him and any person working in and around the area and the contractor shall be responsible for any miss-happening during the term of the contract and payment of any compensation etc., to them.
32. The contractor shall pay all fees including charges, taxes etc., and payable either to the State, Central Government or any other authority in addition to the charges payable to the VPT Canteen Committee.
33. Notwithstanding the receipt of the payment, the Central Canteen Committee is not liable for payment of any fees including any charges, taxes etc., to the State or Central Government or to any other authority and to obtain permission if any required from any authority.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

34. The Central Canteen committee reserves the right to implement remedial measures as deemed fit at the sole discretion wherever omissions, non-compliance of terms and conditions of the contract by the contractor at his cost, risk and responsibility.

35. The Annexure-B clearly indicates the items to be supplied at a fixed rate against each items

36. The food/item rate will remain good during the currency of the contract and no claim for increase in the cost shall be entertained.

37. The Contractor shall use Brook bond / Taj Mahal / Nescafe brands for tea/coffee. No other brand should be used. (1)The Tea preparation must be a composition of 20 ml Decoction (composition made of boiling of tea powder with water) shall be added to 40 ml of pure milk (without adding any water) and required sugar. (2) Coffee must be prepared with coffee powder with pure milk only without adding any water. Deviation in this shall not be tolerated and deviation noticed, a penalty of Rs. 500/- will be imposed and no claim or correspondence in this regard will be entertained

38. The Contractor shall use Good quality Premium Sona Masoori Rice viz., brands of Lalitha, Bell etc., and Vegetables, Curd (Only Visakha Dairy – in cups), pulses good brands, only refined cooking oil of brands viz., Sunflower, Freedom, Sunlite, Sundrop, Crystal and other good brands of raw food materials. Any complaint on usage of inferior quality of food materials found during surprise visit of the Central Canteen Committee on any day, a penalty of Rs. **1000/-** (Rupees One Thousand only) will be charged. No claim or correspondence in this regard will be entertained.

39. All repairs i.e. repairs to steam boiler unit, wet grinder, refrigerator, LP Gas stoves, LP Gas pipe line and other items etc., if any provided to the contractor, should be borne by the contractor and handover the same intact/good condition while relinquishing the contract. No claim in this account or correspondence will be entertained.

40. The contractor has to maintain LP Gas maintenance register duly certified by an authorized LP Gas agent / dealer once in a fortnight. The cost / expenses for maintenance of LP Gas system has to be borne by the contractor only. No claim in this account or correspondence will be entertained.

41. The contractor should not use plastic/polythene bags, cups and other such things etc., which are against / harm to the environment and EMS policy of VPT.

42. The contractor should follow all norms of QMS, EMS, OHSAS, ISPS of VPT and timely instructions pertaining to these systems by the Central Canteen Committee or VPT Management etc.,

43. The contractor is solely and fully responsible for any violation of any Labour Legislations, Acts, Rules and Statutory provisions including payment of wages under minimum wages Act.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

44. The Contractor and his staff should be polite with the employees / customers and others, failing which suitable action will be initiated along with imposing of penalty / fine up to Rs.500/- for each occasion.
45. The contractor should identify any leakage of water in and around the canteen premises and inform to the Junior Engineer (Civil maintenance), similarly for Electrical Problems to the Junior Engineer (Elec. Maintenance) respectively and also intimate the same to Secretary,/President/Treasurer/ Central Canteen Committee/VPT.
46. The contract period may be extended, if necessary, on the same terms and conditions, if the CCC/VPT considers on a mutually agreeable terms and conditions.
47. The contractor should also ensure to make available the Tiffin, tea / coffee even during the lunchtime and other such items as directed by the Central canteen Committee on such times as well as office hours and on occasions depends on requirement.
48. Industrial Canteen being a highly sensitive area, the Contractor should exhibit a spirit of cooperation and mutual understanding in solving canteen problems whenever they arise, with the Management Committee and the Management Committee will extend same cooperation also.
49. **Arbitration:** Notwithstanding anything contained in any document under this contract, all disputes and claims whatsoever arising out of the contract between the parties including those that may arise shall be referred to sole Arbitrator who shall be appointed by the VPT management at its sole discretion and his decision shall be final and binding.
50. In case of any disputes arise the same shall be dealt within the premises and jurisdiction of Visakhapatnam only.
51. GST or any other taxes on materials or on any item as applicable in respect of this contract should be payable by the contractor and Central Canteen Committee/ VPT will not entertain any claims whatsoever in this respect.
52. The contractor should maintain and monitor one complaint cum suggestion register at cash counter of the canteen and the same will be reviewed periodically by the Central Canteen Committee and the contents will be taken into consideration. The complaint/Suggestion register shall be handed over to Central CANTEEN COMMITTEE/VPT by the Contractor on completion/Termination of the contract period.
53. The Contractor shall produce a license, if applicable, in the prescribed form from GST, PF/ESI authorities within 15 days from the date of award of contract and on his failure to do so the contract is liable to be terminated and the Earnest Money Deposit or Security Deposit whichever is to his credit shall be forfeited and the Contract shall have no claim whatsoever on this account.
54. The successful tenderer (s) shall execute an agreement with CCC/VPT on a Non-judicial stamp paper in the prescribed form.

55. The rate to be quoted should be inclusive of GST etc.

243 ADMINISTRATION OF TERMS OF ALLOTMENT :

Central Canteen Committee, Visakhapatnam Port Trust shall administer the main terms and conditions, terms of letter of allotment, rules and procedures of allotment and terms of the Agreement. Central Canteen Committee shall issue all letters, notices, approvals and other communications in connection with the canteen allotted including the notice of cancellation of allotment and / or termination of contract, notice of taking over the possession of the canteen after cancellation of allotment and to take any suitable action under the said terms.

All notices bills and letters of the Port Trust posted by Regd. A.D. to the last known address of allottee/licencee and/or the canteen address or are affixed on some conspicuous part of the demised premises or any structure thereon be deemed to have been duly served on the allottee.

- 244** Power of Attorney in favour of the person signing the application and undertaking on behalf of a partnership firm/Consortium. The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The tenderer shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.

245 LICENSE AGREEMENT

The successful bidder has to enter into an agreement with the Central Canteen Committee at his cost duly affixing the non-judicial stamp of value of Rs.100 in the prescribed form. The tenderer/bidder shall undertake (if his tender is accepted) to enter into and execute when called upon to do so an agreement with such modifications as agreed upon. Unless and until the formal agreement is prepared and executed, this tender with the written acceptance shall form a binding contract between the Central Canteen Committee,VPT and the licencee.

The VPT has the rights to modify or add or alter any conditions at the time of agreement.

246 LEGAL JURISDICTION

The High Court of Andhra Pradesh and the Courts in the city of Visakhapatnam have jurisdiction for all legal actions arising out of this allotment through e-tender cum e-auction, subject to the Arbitration clauses.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE
NAME OF WORK: "Allotment of canteen facility at Truck Parking Area near Y Junction
for 2 years for running of canteen in Visakhapatnam Port Trust."

Annexure -B

Sl.No	Description of Food Item	Quantity	VPT Rates
(1)	(2)	(3)	(9)
1	Coffee (Bru or Nescafe)	60ml	10.00
2	Tea (3 Roses, Taj, Nestle/Chakra)	60ml	5.00
3	Milk	100ml	10.00
4	Idly (2Nos)	100 gm	15.00
5	Vegetable Vada (2Nos)	80 gm	20.00
6	Upma	80 gms	15.00
7	Ravva Dosa	80 gms	20.00
8	Plain Dosa	80 gms	20.00
9	Plain Pesara	80 gms	20.00
10	Plain Uthappam	80 gms	20.00
11	Ulli Ravva	100 gms	25.00
12	Ulli Pesara	100 gms	20.00
13	Ulli Minapa	100 gms	25.00
14	Masala Dosa	100 gms	25.00
15	Ulli Uthappam	100 gms	25.00
16	Poori (Two)	80 gms	20.00
17	Chapathi (Two)	150 gms	25.00
18	Pakodi / Mixture	60 gms	15.00
19	Samosa (2Nos)	120 gms	15.00
20	Bajji (2Nos)	80 gms	15.00
21	Mysore Bonda (2nos)	100 gms	15.00
22	Masala Gari (2 Nos)	60 gms	15.00
23	Nimiki (2Nos)	60 gms	10.00
24	Sweet	60 gms	10.00

CONTRACTOR

CENTRAL CANTEEN COMMITTEE 23

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

*NQ= Not Quoted			
25	Meals (Boiled rice)		
	1 Curry(Wet)	60 gms	
	1 Curry(Fry)	60 gms	
	1 Dal	50 gms	
	1 Papad	1 No.	
	1 Curd	100ml	
	1 Pickle / Chutny	Accetable Sufficient for meals	
	1 Sambar		
	1 Rasam		
26	Extra Rice	150 g	10.00
27	Extra Curd	100 ml	5.00
28	Fried Rice/Veg. Biryani with Kurma/	300g.	30.00
29	Egg Curry/Egg Omelette	1No.	12.00
30	Biscuits, Chocolates, Cool Drinks, Butter Milk will be made available etc., (Packed item only). Sale of banned items such as tobacco products, gutka, khainee etc., are strictly prohibited)		As per MRP

Note: Items 1,2,3,4,5,7,8,9,11,14,16,17,18,19,20,21,24&25 must be made available as regular items in the canteen.

Note:-1) These 13 items i.e 1,2 4,5,7,8,11,14,16,17,18,24,25 must be available daily.

2) The preparation of Tea & Coffee must be kept at visible locations.

3) The meals should be served with only approved oil paper to be placed in the meals plates.

Along with the above items ,the contractor should also operate a coffee day machine and make the following items available at the below mentioned prices:

Sl. No.	Product	Cost (80ml)
01	Cappuccino	Rs.11 per Cup
02	Latte	Rs.10 per cup
03	Espresso	Rs.10 per Cup

CONTRACTOR

CENTRAL CANTEEN COMMITTEE 24

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

04	Assam Tea	Rs.8 per Cup
05	Ginger Tea	Rs.10 per Cup
06	Cardamom Tea	Rs.10 per Cup
07	Lemon Tea	Rs.10 per Cup
08	Green Tea	Rs.09 per Cup
09	Hot Chocolate	Rs.15 per Cup
10	Badam Milk	Rs.15 per Cup
11	Tomato soup	Rs.15 per Cup
12	Plain Milk	Rs.10 per Cup

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

ANNEXURE ' C'

Schedule showing (approximately) the materials to be supplied by the Central Canteen Committee, Visakhapatnam Port Trust to run and maintain the canteens at various locations

NAME OF WORK: **"Allotment of canteen facility at Truck Parking Area near Y Junction for 2 years for running of canteen in Visakhapatnam Port Trust."**

Sl. No.	Description of materials	Approx. quantity	Unit	Rate at which the materials will be charged to the contractor	Place of delivery
	kitchen utensils, serving materials, furniture etc., will be provided only if available	--	No.	Will be given free however if the same are not handed over as per inventory at the time of termination of contract charges will be recovered at inventory book cost.	At location of the canteen

CONTRACTOR

Note: Central Canteen Committee/Visakhapatnam Port Trust will supply water and Electrical power supply as required for the Running and maintaining Canteens at respective places for permanent establishment at free of cost. For temporary works and on occasions when VPT Could not supply Water, Electricity due to un-avoidable situation the contractor himself shall procure the required items. And no claim in this regard shall be entertained.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

Annexure-I

NAME OF THE COMPANY / FIRM

Experience: Works completed.

Please fill information on about the works completed over the past seven years.

Sl. No.	Name of the Organization	Name of the work and its location	Contract price and Date of award	Target date of completion	Actual date of Completion

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CONTRACTOR

CENTRAL CANTEEN COMMITTEE

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

Annexure - II

NAME OF THE COMPANY / FIRM

Experience: Works on hand.

Sl. No.	Name of the Organization	Location and description of work	Value of Contract	Value completed and certified	Percentage of practical completion	Scheduled date of completion of work

CONTRACTOR

CENTRAL CANTEEN COMMITTEE

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

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Annexure-III

NAME OF THE COMPANY / FIRM

SOURCES: Plant and Machinery

Please indicate the main plant and equipment considered by the Contractor / Firm to be necessary for undertaking the work and whether this plant is ready in their ownership or will be purchased or hired.

CONTRACTOR

CENTRAL CANTEEN COMMITTEE

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE
CONTRACTOR

NAME OF THE COMPANY / FIRM

Annexure -IV

RESOURCES: List of staff/workmen & supervisors

S.No.	<i>Name & Designation</i>	<i>Qualification</i>	<i>Experience in relevant filed</i>
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VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

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CONTRACTOR

CONTRACTOR

CENTRAL CANTEEN COMMITTEE

CHECK LIST TO THE TENDER SCHEDULE

(For documents to be submitted by the tenderers for acceptance of the tender)

- | | | | |
|----|--|----|----------------|
| 1. | EMD (by DD)
(For Rs.15,000/- as mentioned in the NIT) | -- | Submitted / NA |
| 2. | Cost of tender schedule | -- | Submitted / NA |
| 3. | Proof of experience | -- | Submitted / NA |
| 4. | Proof of GST Registrations.
(For works costing more than Rs.5.00 lakhs) | -- | Submitted / NA |
| 5. | Annexure-I, II, III & IV
(Tenders invited in two-bid system)
Annexure-I - list of works completed during last 7 years.
Annexure-II - list of works on hand.
Annexure – III - list of plant and machinery
Annexure – IV - list of Staff/Workmen & Supervisors. | -- | Submitted / NA |

Signature of the Tenderer

NOTE:

- (1) The Check List should be signed and submitted by the Tenderers along with their Tenders, duly confirming that they submit the above-mentioned documents.
- (2) The tenders received without Check List duly signing & enclosing and required documents as per the Check List will be liable for rejection.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE
UNDERTAKING BY THE TENDERER / LICENCEE (on firm's letter head)

Tender No. VPT/CCC/Canteen near Y Junction / T / 2020, Dt. 07-08 – 2020,
The CENTRAL CANTEEN COMMITTEE,

Sub:- BID for "Allotment of canteen facility at Truck Parking Area near Y Junction for 2 years for running of canteen in Visakhapatnam Port Trust."

Dear Sir,

1. With reference to your Bid Document dated, I/We _____(Name of Bidder/Names of all members of the partners), hereby undertake that I/We.....(Name of Bidder/Names of all partners) have studied the whole Bid Documents carefully in addition to all other Bidding Documents, addendums, amendments, etc. and understood their contents, I/We(Name of Bidder/Names of all members of the partners) hereby unconditionally agree to abide by all provisions, terms and conditions contained therein and hereby submit my/our Bid for the aforesaid Project .
2. My/Our Bid is unconditional and unqualified.
3. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date of COMMERCIAL BID opening.
4. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.
5. I/ We acknowledge that the VPT will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Developer/Lessee for the aforesaid Project and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading and all documents accompanying the Bid are true copies of their respective originals.
6. This statement is made for the express purpose of our selection as Developer/Lessee for the aforesaid Project.
7. I/ We shall make available to the VPT any additional information it may find necessary or require to supplement or authenticate the Bid.
8. I/ We acknowledge the right of the VPT to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. I/ We certify that in the last three years, I/we/any of the Members of our partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
10. I/We declare that:
 - a. I/We have examined and have no reservations to the Bid Documents, including any addendum issued by VPT; and
 - b. I/We do not have any conflict of interest, in accordance with the terms/clauses of the Bid Documents that affects the bidding process; and

CONTRACTOR

CENTRAL CANTEEN COMMITTEE 33

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the VPT or any other public sector enterprise or any Government, Central or State; and

d. I/We hereby certify that I/we have taken steps to ensure that inconformity with the provisions of the Bid Documents, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

e. I/We hereby certify that we are not otherwise debarred from participating in this Bid by any provision of Applicable Laws; and

f. The undertakings given by me/us along with the Proposal in response to the Bid Documents for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.

11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

12. I/We declare that I/We/ any Member of the Partners, am/are/ is not a Member of any other Bidder submitting a Bid for the Project.

13. I/We certify that in regard to matters other than security and integrity of the country, I/We/ any Member of firm has not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.

14. I/We further certify that in regard to matters relating to security and integrity of the country, I/We/ or any Member of our firm have/has not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us.

15. I/We further certify that no investigation by a regulatory authority or security agency relating to security and integrity of the country is pending either against us or against our associates or against our Chief Executive Officer (CEO) / Chief Financial Officer (CFO) or any of our directors/ managers/ employees etc.

16. I/We undertake that in case due to any change in facts or circumstances during the bidding process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate VPT of the same immediately.

17. In the event of my/ our being declared as the Selected Bidder, I/ We agree to incorporate a Special Purpose Company under the Indian Companies Act, 1956 within the time specified in Bid Documents for execution of the Lease Agreement/agreements to be entered with VPT.

18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by VPT in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement/Agreements with VPT in accordance with the draft Agreement/Agreements has been provided to me/ us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/ We have studied all the Bidding Documents carefully and have also surveyed the Site. We understand that except to the extent as expressly set forth in the Agreement or elsewhere, we shall have no claim, right or title arising out of any documents or information provided to us by the VPT or in respect of any matter arising out of or relating to the Bidding Process.

22. Our Financial Proposal is submitted through online. The price has been quoted by me /us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the canteen and all the conditions that may affect running of the canteen facility.

23. I/ We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

24. I/We declare that the information stated above and in the aforementioned attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for VPT to reject our Bid

25. I/We, the Partners agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the Agreement/other agreements.

26. I/We or any of the Directors of my/our company/Member of the partners or any or my/our employee has/have not retired as Gazetted Officer/ Class 1 officer within 2 years of the date of submission of the bid and/or taken permission from the President of India for taking employment under me/us, becoming partner, Director in my/our company or taking this contract. In witness thereof, I/ we submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Date:

Place:

Seal of the Bidder/ (Signature of the Bidder/Authorized Signatory) (Name and designation)

Encl: 1. Checklist of Documents submitted by us

2. Other documents as per prescribed formats

Note: 1.Strike out whichever is not applicable if the bidder is not an individual.

3.In case Para 26 above is not complied, details of such persons is to be enclosed.

BID FORM 2: General Information about the Bidder (on firm's letter head)

Tender No:

Name of Project:-

1. Full Name of the Bidder / Partners: (in Block Letters)
2. Bidder's Constitution (for example Public Limited Co. / Pvt. Ltd. Co./LLP/Coop Society/ Trust/Individual)
3. Bidder's Registered Office and Place of Business and branch office(s) in India, if any, or Residence
4. Bidder's Telephone No.
Fax No.
E-mail address
5. Name & Address of Directors/Partners/of the Company (Provide names, office & residential addresses, telephone nos, fax nos, email, Profession / Business engaged in etc.)
6. Profile of the Bidder giving details of current activities, background of promoters and management structure including evidence of incorporation and proposed role and responsibilities in this Project, brief description of its main lines of business, details of current activities, Country of incorporation.
7. Details of individual(s) who will serve as the point of contact/communication for the VPT
(a)Name:, (b)Designation: ,(c)Company:,(d)Address:,(e)Telephone Number:
(f)E-Mail Address: ,(g)Fax Number:
8. Particulars of the Authorised Signatory of the Bidder, if any
(a)Name: ,(b)Designation: ,(c)Address: ,(d)Phone Number:
(e)Fax Number: ,(d)E-Mail Address
9. Particulars of the Bank details, for Transaction purpose with VPT, if any
(a) Bank Name & Address with IFSC Code (b) A/c No. & type of account

Note:

1. In case of foreign company (ies), the same must be incorporated under the laws of the country of registration.
2. Certificate of Incorporation or equivalent of such foreign company should be either certified by the statutory auditor of the company or the Company Secretary.
3. All information required in terms of this Form shall be given in respect of each of the Members of the Partners.

Instructions to bidders for online e-bid submission

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE
Through e-tendering and e-procurement

The Visakhapatnam Port Trust (VPT) is introducing e-procurement and e-tendering system from 1st January 2011. The port has adopted the software of NIC for this purpose. The bidders are requested to note these changes and make themselves ready for e-procurement and e-tendering.

The following instructions are to be followed for online submission of bids by the bidders:

1. Bidder should do the registration in the tender site <https://etenders.gov.in> using the option available. Then the Digital Signature registration has to be done with the e – token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as SIFY (www.safecrypt.com)/ Tata Consultancy Services (www.tcs-ca.tcs.co.in) /Code (www.ncodesolutions.com) etc.
2. Bidder then login to the site through the user id/ password chosen during registration.
3. The e – token that is registered should be used by the bidder and should not be allowed for misuse by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc. under My Documents option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading / getting the tender schedules, the Bidder should go through them carefully and submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum's published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered /given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.
9. The bidder should read the terms & conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the tender document online, well in advance, before the prescribed time to avoid any delay or problem during the e-submission process.
11. After the bid submission, the acknowledgement number, given by the e – tendering system, should be printed by the bidder and kept as a record of evidence for online submission of the bid for the particular tender.

12. The details of the Earnest Money Deposit document submitted physically to the Dept and the scanned copies furnished at the time of bid submission online should be the same, otherwise, the Tender will be summarily rejected.

13. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced, during the submission of bids online by the bidders at their end.

14. The bidder should submit the bid documents by online mode, through the site <https://vpttenders.gov.in> to the TIA as indicated in the tender.

15. The tendering system will give a successful bid updating message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no , date & time of submission of the bid with all other relevant details. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.

16. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.

17. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be uploaded. However, if the file size is less than 1 MB, the transaction uploading time will be very fast. The total size of the documents, put together, should be less than or equal to 12 MB.

18. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

19. The bidder should submit the relevant documents asked against the technical and financial cover portions and in case of irrelevant documents, the bid is liable for rejection.

20. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e – Procurement system. The bidders should follow this time during bid submission.

21. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during the bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individuals.

22. The confidentiality of the bids is maintained since the secured Socket Layer 12 B bit encryption technology is used. Data storage encryption of sensitive fields is done.

23. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.

24. Bidder can resubmit the bid as many times as possible within the Bid Submission end date and time.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

25. Bidder can withdraw the bid submitted online within the bid submission end date and time, and the withdrawn bid can't be resubmitted.
26. For any clarifications on the e-Procurement system, please contact Visakhapatnam Port Trust e-procurement cell by mail/phone/in person.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE
GENERAL CONDITIONS

The Licensee shall strictly follow the Terms & Conditions

1. In addition to the Licence fee, the Licensee shall pay the G.S.T(SGST(9%)+CGST(9%)) and other taxes as per the prevailing rate from time to time.
2. The Security Deposit will be refunded without any interest after the expiry of the contract period, if there are no dues recoverable from the Licensee. The Central Canteen Committee reserves its right to forfeit the Security Deposit fully or proportionately against the dues if any payable by the Licensee. If the Security Deposit is not sufficient to meet the dues from the Licensee, the Trust will invoke the Section 59 of the Major Port Trusts Act, 1963 for the recovery of the dues.
3. The License shall come to an end on the expiry of License period. The Licensee must surrender the canteen facility on the expiry of the License period failing which the security deposit shall be forfeited and the port shall take possession of the Canteen facility.
- 4 In the event the Licensee desires to terminate the agreement (pre closure), the Licensee has to give three months prior notice. After the notice period of three months, the contract shall come to an end. In this event, VPT reserves its right to float further tender process within the notice period of pre-closure.
5. In the event of the allotted canteen facility is required by the Port, the **Licensee** shall handover the canteen `area within 180 days from the date of issuance of such Notice to the **Licensee** by the Port to vacate the allotted shop area. In case of failure to vacate and handover the canteen within 180 days of notice period, it will be declared as "unauthorized occupation by the contractor" and penal charges at three times of License fee will be levied from the date of notice till vacation and handover of the canteen facility and part surrender will not entertained in such cases.
6. There shall be no sub-let or transfer of canteen facility. Subletting of canteen facility shall be considered as a default and the allotment shall be cancelled & security deposit forfeited on account of this. Further the Port shall levy UAO penalty not exceeding 3 times the annual rent (i.e., highest quoted rate) further every months occupation till the canteen is vacated and handed over to VPT (besides the Port shall take action under the provisions of Public Premises (Eviction of unauthorized occupants) Act, 1971).
7. The Licensee shall not utilize the allotted area for other than the purpose for which it has been allotted. In case if the Licensee fails to do so, penalty as per Para-6 will be applied.
8. The Licensee shall not put up any permanent structures in the canteen facility. With the prior permission of the Central Canteen Committee, the Licensee can erect temporary structure in the canteen. The Licensee shall remove any temporary structures erected in the canteen facility and restore the canteen to its original condition at the expiry / termination of the license. If the Licensee

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

fails to restore the canteen to its original condition, the Central Canteen Committee will arrange to remove such temporary structure at the cost, risk and responsibility of the Licensee

10. The Licensee shall utilize only the allotted canteen facility. The Licensee shall not construct or put up any building, erection without written permission of the Visakhapatnam Port Trust. If the Licensee does any construction (temporary/permanent) without the permission of V.P.T, it shall be considered as a default and the security deposit shall be forfeited and the License shall be cancelled immediately. The port shall take possession of the canteen facility.
11. If any encroachment of canteen is noticed, the Licensee shall vacate the encroachment within 24 hours from the time of intimation by the Port failing which treating as UAO **penalty at the three times the annual lease rent of particular period** in addition to the rent and the cost of rectifying damages caused to the VPT's properties for the encroached area shall be levied till the encroachment is cleared. If the penalty amount is not paid within 15 days time of notice served on them, then the License shall be cancelled immediately. The port shall take possession of the cargo therein. The port shall dispose off the cargo and shall get the credit of such disposal.
12. After the expiry / termination / termination of Lease or forfeiture of Lease on account of change of user agreement, etc., if the Licensee continues to occupy it unauthorisedly he shall be treated as a trespasser and an unauthorized occupant and the port in addition to usual of the premise License fee, the Licensee shall be liable to pay, **penalty at the three times the annual rent of particular period** in addition to the rent.
13. The Licensee shall give the Port Trust Fire Service the right of unrestricted access to the said Canteen facility in the case of any fire or natural calamities in the allotted canteen.
14. The Licensee shall have to follow all the safety and pollution control norms as may be prescribed by the competent authority of the Port from time to time.
15. The Licensee shall not keep any materials of dangerous nature or keeping of any material which may contravene any act or local regulations in the said canteen facility allotted to him.
16. The Trust shall not be liable for any damage, theft or loss of cargo/material by any cause what so ever in the said canteen facility to the Licensee.
17. The Licensee shall fix the Name Board Measuring 4 X 3 Ft. inscribing (a) name of the firm/ office address/ contact number (b) Date of allotment and (c) expiry of license, in the canteen.
18. In respect of all charges/penalty to be levied by the Visakhapatnam Port Trust, the decision of the Chairman / Visakhapatnam Port Trust Board shall be final.

VISAKHAPATNAM PORT TRUST : CENTRAL CANTEEN COMMITTEE

19. Any change in the name and constitution of the Licensee's firm shall be with prior permission of the Visakhapatnam Port Trust, the Licensor and shall in no way affect the terms of agreement.
20. The Licensee shall strictly adhere to the measures pronounced from time to time by the statutory authorities like Pollution Control Board/Dock Safety / Customs / Rules and Regulations of Visakhapatnam Port Trust. General instructions issued by the licensor pertaining to Port operations from time to time shall be strictly followed by the Licensee. In the event the Licensee's neglect to comply with such rules or directions, the licensor will issue notice to the Licensee to follow the general instructions issued by the licensor. If the Licensee continues to violate the rules/directions, then licensor may terminate the License and security deposit shall be forfeited.
21. If any damages caused by Licensee to the above accommodation during the period of occupation, Licensee are also liable to pay the rental charges besides payment of cost of damages till the date of completion of the repairs/ damages since Port cannot allot the same to any others until completion of damages.
22. if any damages occurred in the above canteen facility, Licensee should intimate the Port Trust immediately in order to take precautionary measures and also to prevent further damages under safety aspects._
- 23 VPT reserves the right to cancel the e- auction at any stage prior to the signing of the License Agreement. VPT shall not be liable to pay any compensation to the bidder for any loss that they may incur due to such cancellation.