



South Asian University (SAU)
an International University Established by
the Governments of SAARC Nations, New Delhi

**TENDER FOR AWARD OF LICENSEE FOR LEASE OF SHOP
FOR TEA & SNACK AT VARIOUS POINTS IN
THE SOUTH ASIAN UNIVERSITY, NEW DELHI**

Tender No- SAU/S&P/2026/Shop/04 dated 8th June 2026

Notice Inviting Tenders for Lease of Shop for Tea & Snack at various points

The South Asian University (SAU) is an International University Established by the SAARC Member Countries, functioning under the administrative control of the Ministry of External Affairs, Government of India, and SAARC Nations. Presently, the University is operating on about 50 acres of land, with the remaining 50 acres under development. The University has a multicultural and diversified environment with a presence of students, faculty, and staff from SAARC Countries. SAU campus has a community consisting of approximately **1700 students, 250 employees and their dependents, 200 housekeeping & security personnel, and visitors.**

SAU, New Delhi invites offline bids for “**Tender for Award of Licensee for Lease of Shop for Tea & Snack Stall at various points in SAU Campus, New Delhi**” for a period of one year extendable up to a maximum of three (03) years depending on the performance which will be evaluated based on the **feedback from customers/stakeholders (Faculty/ Staff/ Students, etc.) The outcome of the feedback will be final and not subject to any challenge by the selected agency.** Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The University reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

BID SCHEDULE

Name of Work:	“Tender for Award of Licensee for Lease of Shop for Tea & Snack Stall at various points (total 05 points) in SAU Campus, New Delhi”
Tender No	SAU/S&P/2026/Shop/04
Bid document download starts date	8th June 2026 at 5 PM. onwards (Tender document available on university’s website https://tenders.sau.ac.in)
Pre-bid meeting date	As per Table ‘B’, 22nd June 2026 at 3 PM.

Last date of submission of Bids	29th June 2026 at 3 PM. Deputy Registrar (SG)-S&P Division 4 th Floor, Admin Block, South Asian University, Rajpur Road, Maidan Garhi, New Dlehi-110068
Clarification/Queries, if any, related to tender only.	email at procurement@sau.int Phone No. +91(11)-35656572
Date and time of opening of Technical Bids	As per Table ‘C’ 30th June 2026 at 4 PM.
Bank A/c details of the University for NEFT Transfer:	Account Name : SOUTH ASIAN UNIVERSITY Account Number: 30796569318 Bank Name: State Bank of India IFS Code: SBIN0001624 Branch: NIHFV, Munirka, New Delhi - 110 067, India Branch Code: 01624
Earnest Money Deposit:	Earnest Money Deposit (EMD) of Rs. 25,000/- (INR twenty five thousands only) by way of Online Transfer/Bank Draft /Pay Order in favour of SOUTH ASIAN UNIVERSITY payable at Delhi. NOTE: No exemption shall be applicable for the payment of EMD, to any category of bidder including the MSME, Start-ups, etc.
Performance Guarantee & Security deposit	Finally selected bidder will be required to furnish/submit a Performance Guarantee for the amount of Rs. 1,00,000 (INR one lakh only) in the form of Online Transfer/DD/PO, in favour of “SOUTH ASIAN UNIVERSITY Payable at New Delhi-110068. Bank Guarantee of any scheduled bank drawn in favour of SOUTH ASIAN UNIVERSITY should be valid for during the period of contract plus two months beyond contract period or as specified in letter of acceptance issued by the University.

Note :

The interested bidders may submit their Bids along with the required documents, duly authenticated and stamped by the proprietor or authorized signatory.

If there is any addendum/corrigendum related to tender, it shall be published on the SAU website only i.e. <https://www.tenders.sau.ac.in> The bidders are advised to check the SAU website regularly. No other mode of notice will be given.

If the last date of receiving/opening of the bids coincides with a holiday, then the next working day shall be the receiving/opening date.

It is mandatory for the bidders to submit complete tender document duly signed and stamped along with bid. Page numbers of every document should be clearly indexed.

SECTION-A- SCOPE OF WORK

The Service Provider will pay towards the Shop/ Space as per tabulated below:

Table 'A'

S. No.	Name of the Shop	Area (in Sq. ft.)	Minimum License Fee * (Reserve) per month	Water Charges (Rs.) per month	EMD (Rs.)	PBG/ Security Deposit (3 times of License Fee) (Rs.)
1.	Tea & Snack Stall at various points (total-5) A- Girls' Hostel B- Boys' Hostel C- CSE Building D- LSES Building E- Admin Building (It may vary depending on a need basis) <i>total.</i>	25,000/-	3000/-	25,000/-	1,00,000/-

- The license fee shall be increased by 10 percent (%) of the License Fee amount each year (Compounding)
 - Electricity Charges will be as per actuals on monthly basis.
1. **The Vendor has to submit the Earnest Money Deposit (EMD) along with Technical Bid:**
 - a) The Licensee will submit Earnest Money Deposit (EMD) as mentioned in the above Table 'A'.
 - b) The EMD may be submitted in the form of Bank Guarantee, Fixed Deposit or Demand Draft of a scheduled bank in the name of South Asian University, New Delhi, Payable at Delhi valid for 180 days from the date of opening of the tender. The EMD will be Refundable without interest. Bids without EMD shall not be considered. The vendor will submit the Tender Document duly sealed & signed by the authorized person of the firm along with original EMD *in the Office of Stores and Purchase, SAU, New Delhi.*
 2. **Performance Bank Guarantee/Security Deposit:** The successful service provider will be required to provide a refundable interest free **Performance Bank Guarantee/Security Deposit in the form of BG/DD/Online as mentioned in the**

above Table 'A':

- a. This PBG shall cover the entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If the contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days. This Bank Guarantee should be from a scheduled/ nationalized bank and will be held against in default in performance and violations of terms and conditions. ***The BUYER will forfeit the security deposit if BIDDER fails to execute the order as per the Lease Order.*** This Security Deposit shall be deposited within 15 days from the date of intimation of the award of license. In case the period of contract is extended beyond the date of original agreement, the Licensee shall arrange to appropriately extend, at his own cost, the validity of the Security Deposit.
3. The Security Deposit shall not carry any interest. It will not be adjusted towards the license fee payable by the Licensee during the license period. It is refundable only after two months of the completion of license period. The Security Deposit shall be refunded after removal/ dismantling additional structures, constructed by the licensee for their use, if any. In case the Licensee vacates the premises without dismantling/ removing the additional structures the cost of dismantling/ removing the additional structures shall be adjusted out of the Security Deposit and the balance shall be refunded.

The Security Deposit is liable for forfeiture in the event of failure by the Licensee to pay the license fee or termination of license or for breach of any condition/conditions of license.

PRE-QUALIFICATION / COMPLIANCE SHEET:

(Documents alongwith their proofs to be submitted duly signed, stamped in technical bid envelope)

S. No.	Criteria	Submitted (Yes/ No)
1.	The age of Applicant/Tenderer should be in between 18 years to 60 years on the last date of submission of tender;	
2.	The bidders shall submit details of experience in running a shop or related field at least for a period of minimum two years before the date of tender along with documentary proof;	
3.	Price List as per Annexure-I.	
4.	Application Form as per Annexure-II.	
5.	Applicant Information Sheet as per Annexure-III.	
6.	Bidder should not be blacklisted/debarred by the Institute or any other agency for a period of one year from the last date of submission of this tender. An affidavit to that effect on Non-Judicial stamp paper of Rs.10/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as Annexure – IV.	
7.	Copy of authorized Registration of the Shop/Agency / Firm / Company	
8.	The Agency/Firm/Bidder is required to submit a self-attested copy of PAN/GST/TAN/TIN certificates whichever applicable;	
9.	The Applicant/Tenderer must submit the Firm Incorporation/ registration, GST and PAN documents, if any.	
10.	The Applicant/Tenderer must hold a valid FSSAI and Labor License, if applicable.	
11.	Startups, MSME & NSIC are exempted from EMD and Experience as per Government Norms.	
12.	Earnest Money Deposit (EMD): The Applicant/Tenderer will submit the Earnest Money Deposit (EMD) as per Table ‘A’	

Signature of Bidder _____

Bidder Name _____

Designation _____

Organization Name _____

Contact No. _____

Note: - Any firm/Service Provider not fulfilling any of the above-mentioned criteria duly supported by the indicated documents shall be outrightly rejected and the bid shall not be considered for further evaluation.

1. INVITATION FOR TENDER OFFERS (Tender for Award of Licensee for Lease of Shop for Tea & Snack Stall in various points in SAU Campus, New Delhi)

The BIDDERS are requested to give detailed tender in two Bids i.e.

- a. Part - I: Technical Bid
- b. Part - II: Financial Bid
- a. **Envelope 1: Technical Bid:** Bidder should submit the following documents duly signed, stamped on company’s letter-head in technical bid.
 - 1) **Pre-qualification/Compliance sheet** (along with all required documentary evidence in support)
 - 2) **All Annexures**
 - 3) **Acceptance of all terms and conditions of the tender document**

b. Envelope 2: “Commercial Bid” Format:

S. No.	Name of the Shop	Minimum License Fee (Reserve) per month	Quoted License Fee by the Bidder (in Rs.)
1.	Tea & Snack Stall at various points (total 05)	25,000/-	To be quoted by the bidder in financial bid only.

***Providing/Indication of the financial quote for License Fee in technical bid envelope, will be summarily rejected.**

Bidders have to quote strictly above the minimum reserve License Fee only.

2. BID EVALUATION:

Based on results of the Technical evaluation SAU, New Delhi evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

- I. Conditional offers will be summarily rejected.
- II. After arriving at the final pricing of individual offers of all the short-listed firms, the firm quoting Highest License Fee will be awarded with Lease Order. In case, if two or more bidders quotes same price, there will be an offline auction (in quotation mode) to finalize the highest bid.

3. AWARD OF CONTRACT:

Award Criteria:- SAU, New Delhi shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the **Highest(H1) evaluated financial bid.**

If more than one BIDDER happens to quote the same highest price and both bidders are technically approved, there will be an offline auction (in quotation mode) to finalize the highest bid.

4. The SAU, New Delhi reserves the right to accept the offer in full or in parts or reject summarily or partly.
5. **Resolution of complaint and imposition of penalty:** Decision of the President, SAU, New Delhi, in relation to imposition of any penalty or any other matter / Resolution / Interpretation of any clauses of tender/work/contract order is final and binding on all parties.
6. Minimum eligibility Criteria.
SAU, New Delhi has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet Pre-qualification / Compliance Sheet before they apply for the bid. The bidding parties meeting the Pre-qualification / Compliance Sheet must enclose their supporting documents along with the technical bid. (All the technical documents to be provided as single PDF file).

Section-B

7. Submission of Tender

- a) Pre-bid meeting will be held as per the following:

Table 'B'

S. No	Name of the Shop	Pre-Bid Meeting Date and Time	Pre-Bid Meeting Place
1.	Tea & Snack Stall at various points (total -5)	22nd June 2026 at 3 PM.	Ground Floor, Meeting Room, Admin Block, South Asian University, Gaushala Road, Maida Garhi, New Delhi- 110068.

The prospective Vendor(s) are requested to attend the pre-bid meeting on scheduled date and time. Technical requirements, Terms & Conditions or any other query related to this Tender shall be opened for discussion for wider competition and competitive prices.

- b) The interested parties may inspect the premises before submitting the Tender form;
- c) Tender in the name of the Minors or on behalf of the Minors will be rejected;
- d) In case of Firms /Companies/Institutes etc., the authorized representative can submit the Tender application along with authorization letter;
- e) The Tender form, duly filled in, along with EMD declaration should be enclosed together with the form terms and conditions with signatures on each page and any other supporting certificates shall be kept in cover, the shop/nature of business, name and address of the vendor should be indicated;
- f) The Tender received after the stipulated date and time will not be accepted. Tender

will be opened by the Committee. The Vendors or their authorized representative (only one) may present while opening the covers;

- g) Incomplete filled in Tender forms and unsigned Terms & Conditions will be rejected;
- h) Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Institute/Licensors will summarily be rejected at the time of opening of Tender;
- i) Tender can be submitted in English only
- j) Vendor has to submit the Annexures I, II, III and IV duly filled and complete in all sense along with the list of minimum items the vendor will provide throughout their services in the Institute; and
- k) Institute reserves the right to reject any one or all the Tender received without assigning any reason. No correspondence in respect of the decisions arrived by the Tender Committee will be entertained.

8. Opening of Tender

The Tender will be opened as per the following:

Table 'C'

S. No.	Name of the Shop	Bid Opening Date and Time	Bid Opening Place
1.	Tea & Snack Stall at various points (05-total)	30th June 2026 at 4 PM.	Will be notified before opening quotations.

The Vendor or any of its authorized representative holding authorization letter who wish to be present at the time of opening of Tender, can attend the Tender opening. The Applicant/Representative of the Applicant shall produce self-attested copy of valid Photo Identity Card (PAN Card, AADHAR, Voter Id, Driving License, Passport, Ration Card). In case of date of opening of Tender is declared holiday, then the date of opening will be the next working day.

Section-C

9. Allotment of Contract

The successful Vendor shall enter into an agreement for running/ use the Shop/ Space for which he/she emerged as successful Vendor within 15 days from the date of issue of allotment letter.

10. DURATION

The period of contract for running the Shop/ Space shall be for a period of **one year initially**. However, within the aforesaid duration, the contract shall be extended on a yearly basis for maximum of 2 years only., based on satisfactory performance, with Terms & Conditions and the product pricing shall be mutually discussed and agreed.

Section-D

11. General Terms and Conditions of Contract

- 11.1 SPACE ON HIRE(SoH): The contractor will not allow other brands (food or non-food) for placing any kind of their promotional campaigns inside the allotted premise. Any such request from the associating brand to the agency has to be placed with the university committee for any commercial agreement separately.
- 11.2 Electricity: A flat fixed charge/meter rent decided by the University in agreement and a monthly charge as per consumption basis (on metering) shall be payable by Licensee to the University. The monthly electricity consumption charges and fixed charge/meter rent will be reviewed/ revised.
- 11.3 The Electricity/Water charges shall be determined from time to time by the *Office of Engineering*. The same will be applicable after due approval of the Competent Authority. *The revised charges will be intimated to the Licensees by the concerned office.*
- 11.4 Furnishings: The University will provide the unfurnished spaces to the Licensee, or with bare minimum furnishing. All the furnishings and appliances required for commercial operations shall be arranged by the Licensee;
- 11.5 Specific Requirements: In special cases (such as providing furniture, appliances, or fixtures, if any, as per the policy of the University), additional cost/fee/rate will shall be determined by the Office of Engineering, duly approved by the Competent Authority. The Maintenance of the equipment will be the responsibility of the licensee and the equipment shall be returned to the University in fully functional condition after the end of contract.
- 11.6 In the event of death of licensee, the license shall come to an end. However, the licensor may permit the Legal Heir of the licensee to run the business on the same

Terms & Conditions for the remaining period of license on execution of fresh deed of license by such Heir;

- 11.7 **Force Majeure:** Any delay due to Force Majeure will not be attributable to the Vendor. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Vendor for a period exceeding a continuous period of 7 (seven) days.

12. Renewal of Licenses

Licenses for all commercial establishments shall be renewed on yearly basis. Such renewal of licenses shall be made after due deliberations of performance of all outlets during the current license period. All communications on renewal / termination of license shall be issued by the concerned office of the University well in advance before expiry of the current license period and process for the award of license to a fresh licensee shall be initiated accordingly.

13. Conditions of licensing

- 13.1 The Licensee shall abide by the conditions of **License Deed** executed between the Licensee and the Licensor during the period of license. The University reserves the right to serve notices to the Licensee for non-observance of any condition of the License-deed and can termination of license of the licensee.
- 13.2 That the licensee(s) shall be licensed the said premises equipment, installations, fittings and fixtures provided, if any, on 'As is where is' basis and the licensee shall not make any additions/alterations in the licensed space installations installed if any, including electric installations and wiring without the prior permission of the licensor in writing. The necessary light and fan points shall be arranged by the licensee at his own cost.
- 13.3 The Licensee during the license period, permanently or temporarily, shall not share / franchise or sublet to anybody else and shall not be allowed to take any person to share the premises or in partnership without the prior written permission of the licensor, nor shall he be entitled to allow any person to occupy the licensed premises or to use any part thereof without the permission in writing from the licensor.

- 13.4 Licensee cannot add/delete any service/ items or increase the price of service/ items (as applicable) without prior approval of the University.

14. General Terms and Conditions

14.1 Registration and Licensing

- a. The *Licensee* shall register himself as a *Licensee* under the *Contract Labor (Regulation and Abolition) Act 1970* and obtain at his own expense a valid license from concerned/ prescribed authorities, if applicable. He shall comply with all norms & guidelines of the Statutory Authorities in this regard. The *Licensee* shall submit a copy of the same to the University within 30 days from the date of award of the license.
- b. The licensee shall have/obtain valid licenses from the concerned/prescribed government authorities, which are required for running the business of the licensee.

14.2 Conduct with Customers

The *Licensee* shall ensure that:

- a. The licensee will have to display in the **Shop/Establishment** a list of the prices of food & beverage items / refreshments/services/ Items being sold (as applicable) as approved by University. The agreed price structure shall be mentioned in an Annexure to the agreement. The prices of all items whose Maximum Retail Price (MRP) is prescribed shall not exceed the MRP. The prices can be changed only after due approval from the Institute.
- b. The Licensee shall maintain a complaint / suggestion book at its shop to enable the recording of complaint / suggestions, if any. The University will verify the selling price of the items from time to time.
- c. The licensee shall make appropriate arrangements from own expenses for managing the entire customer service and feedback operations and invest in technology to streamline the operations.
- d. The Shop staff are expected to be well mannered and in proper uniform/ dress;
- e. The customer satisfaction is of utmost importance;
- f. Reasonability of prices of items/ services; failing which, suitable action will be taken by the *University*;
- g. To provide bills to all the customers;
- h. Home delivery service, if applicable at no extra cost within the campus;

- i. As far as possible all the materials to be sold are packed and of standard/ reputed brand;
- j. Benefits of all schemes announced by the companies to be passed on to the community; and
- k. Any credit extended by the Licensee will be its own responsibility and the University will not be responsible for the credit extended under any circumstances.

14.3 Equipment in shops

- a. Weights and measures of Govt. approved Agency are to be used. Weighing should be done only on Electronic Government approved brand machines with adequate back up machines. Weighing by traditional instruments strictly not allowed;
- b. Licensee will install swiping machines/ QR codes for convenience of payments for the goods delivered to the customers;
- c. Licensee will ensure all safety of Fire Risk due to equipment, oven, fridge, etc. being used in the Food Centre/ Shop/Premises/Kiosk.
- d. Fly net/ electrical insect killer/ rodent repellent shall be installed and used in the shop keeping any foodstuff at the cost of the licensee.

14.4 Prohibitions

The *Licensee* shall, under no circumstances:

- a. Sell any intoxicating products or allow consumption thereof by any person in the shop area provided to him.
- b. Sell any items prohibited by the University or by the Government or any law enforcing agencies. The licensee shall adhere to the code of conduct laid down by the *Institution* from time to time. Failing which the *Agreement* can be terminated at any point of time without assigning any reasons including violation of contractual obligations;
- c. Use of polythene covers. All the shopkeepers shall submit an undertaking for not using of the polythene covers which are banned by the State/ Central Governments or any other agency;
- d. Employ any child laborer for servicing as per Law;
- e. Exhibit or permit any advertisement in the shop, except the same and style of his/ her business, and the cutout/ poster/ hording should not be obscene;
- f. Hold promotional events or stalls for introducing new products outside the shop. If possible, the same may be held within the shop with prior permission of the competent authority.
- g. Sell any outer space of the shop for advertising by way of paintings, posters, etc. without due approvals of the licensor.

14.5 Code of Conduct:

- a. Any case of misbehavior, assault on person/ employee of the University, any act or comment tarnishing the image of University by the *Licensee* or his representative/ workers will lead to imposition of penalty or termination of contract duly forfeiting the *Security Deposit*.
- b. The licensee shall employ only those persons at the space whose character has been verified. For the purpose Police Verification shall be carried out by the Firm for all employees working under their establishment and proper information shall be provided to the University the number of persons working under their firm and their police verification should be submitted to Office of Security. If there is any change of the employee/worker/staff working under their firm, proper information shall be provided to the Office of Security/University along with the relevant documents. No personnel facing any criminal case or convicted by any criminal court shall be deployed at the space.
- c. GST Registration is mandatory for the firm, if applicable.
- d. No staff is allowed on campus beyond working hours without proper information to the University.
- e. Entry passes issued by the University should be carried by all the persons/workers of the licensee working their premises in the Institute.
- f. University will not be responsible for Security & Safety (including Medical Emergencies) of any person working under the firm or any item misplaced in the shop, it is the responsibilities of the licensee itself.

14.6 Payments

The Licensee shall:

- a. License fee or other dues shall be paid by the Licensee in advance on 1st of every month and a grace period of 5 days will be given beyond which penalty will be imposed. Corresponding bills will be raised by Engineering Office of the University and shall be paid to the Finance Division using online portal. Late payment of License fee will attract penalties and other penal interests @ 20% of the monthly license fee and interest of 18% per annum of amount due computed on monthly basis.
- b. Bear all the expenses, in case of any accident to the personnel employed by them during the business time. The *Licensee* is solely liable for workmen's compensation and any other statutory dues and *Institute* is not liable for payment of any such amount;
- c. Pay all the taxes which are levied by the Central Government and the State Government within due dates. The University is not liable for the penalties against

non- payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of license and vacation of premises; and

- d. In the event of any damages caused to the shop premises or property of the University by the *Licensee* or his representatives, agents or servants during the subsistence of *License period*, the University shall have right to recover the said sum from the *Security Deposit* of the *Licensee*. Further, if the damages so caused, exceed the amount of Security Deposit, the Licensee shall pay such amounts as assessed by the University/Competent Authority, failing which the license shall be terminated. In such event, the University shall have right to take possession of the premises by putting its own lock and key to the said premises and by keeping the items of the licensee in public auction. The University will claim the damages through adjustment from the proceeds. Furthermore, in case of any damages exceeding the above recoveries, the licensee shall pay the damages or the University shall have a rightful claim of legal action against the licensee.

14.7 Routine Working

The *Licensee* shall abide by the following:

- a. The operation of the shop's timings shall be as per directions of the University;
- b. The University will have right to see the quality, market price, and reasonability of the products and services;
- c. To do the same business which is mentioned in the *Agreement* and for which license is issued;
- d. Perform the business by confining to the operations of Shops/ establishments within space as mentioned in the *Agreement* or as recorded in the deed of license. There should not be any encroachment of space beyond licensed space by the Licensee, under any circumstances; Non-compliance will attract appropriate penalty as decided by the Institute.
- e. On the expiry of the period of the license or on its termination, as the case may be, the *Licensee* shall deliver vacant possession of the premises intact, to the University at 17.00 hrs. on the last day of agreement; failing which, the University shall have right to take possession of the premises by putting its own lock and key to the said premises. The articles, if any, left by the *Licensee*, will be kept in public auction by the *Institution*; and the process in the said auction will be adjusted towards the arrears of license fee etc., and the balance, if any, will be refunded to the *Licensee*.
- f. That the Licensee shall use the **Shop/Establishment/ space** solely for providing item/services as per agreement to the consumer and the space shall not be used for any other purpose whatsoever.

- g. The allocated space to the licensee can be relocated as per the requirement of the University. During the agreement period, the University is at liberty to alter/ modify/ add/ delete in the condition(s) of the *Agreement* in the interest of the *Institution*.

14.8 Maintenance of Shop/ Space and Surrounding Areas:

The maintenance, cleanliness, upkeep and hygiene around the **Shop/Establishment** space/ Cart will be the sole responsibility of the licensee and the licensee shall ensure cleanliness by deputing adequate staff for the purpose. The licensee shall at all times provide for Upkeep and Waste management and ensure garbage is disposed-off promptly and properly. Whitewashing/ painting of the space provided will be done by the licensee once in a year at own cost. The Licensee will Ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times. Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The licensee shall at all times adhere to the condition stipulated at the above mentioned agreement/license deed and work order. Non-compliance will attract imposing of penalty up to Rs. 10,000/ - on each occasion. The licensee shall be responsible for any mishappening due to poor food products quality including pecuniary damages pertaining to claims arising due to food-poisoning etc.

- 14.9** The licensee will set up the **Shop/Establishment** as per the requirement. The entire cost for setting up of the shop and any equipment shall be borne by the licensee. The Licensee will get the plan for setting up of the **Shop/Establishment** approved by the (Licensor) before commencing the work. No Civil & Electrical structural modification shall be allowed in the allocated shop except with the prior approval of University. Any approved modifications shall be carried out by the licensee at his own costs.

- 14.10** That the licensee or its employees/workers shall use all possible care and diligence while selling food & beverage items / refreshments (as applicable) from the space and shall endeavor to provide fresh and hygienic goods and safeguard and protect the reputation of the licensor. Old/Stale/expired items (i.e. beyond expiry date shall not be sold at any point of time.

- 14.11** That all undesirable goods, articles and exhibits put up by the Licensee in the **Shop/Establishment** as per the opinion of the licensor, are liable to be removed forthwith.

- 14.12** The Licensee shall engage sufficient number of staff, which is considered appropriate for serving the persons. Further, it shall also ensure that personnel employed by it are free from any infections / contagious disease.

- 14.13** No accommodation shall be provided for any employee of the licensee in the Institute, and they will not be allowed to stay in the Institute after the closing time of the shop. The closing time of the shop(s) will be 09:00 PM, or as mutually agreed in writing.
- 14.14** The licensor will not be responsible for any loss and / or damage caused to the licensee due to fire, burglary or natural calamities. Further, the licensor shall also not be responsible for any injury to the personnel engaged by the licensee. The licensor shall have the rights to ask for the removal of any person of the licensee who is not considered to be competent and orderly in the discharge of his duties.
- 14.15** That the licensor shall have the right at all reasonable times to enter upon and inspect the licensed space to check whether the terms and conditions of this license deed are being complied with by the licensee.

14.16 Penalty provisions and Termination of contract

a. Penalty Provisions

If the *Licensee* fails to execute the license for the terms mutually agreed and enter in the *Agreement/* contract between the University and the *Licensee* to satisfaction of the University, the University has the right to take the following actions

- (1) Imposition of fine for breach of contract by Authorized Officer of the University;
- (2) Forfeiture of *Security Deposit* either partly or fully;
- (3) Termination of license by giving one month's notice; and/ or
- (4) Termination of contract with due notice and simultaneous forfeiture of *Security Deposit*.
- (5) *In compelling circumstances, the University reserves the right to close the establishments with immediate effect.*

The University reserves the right to inspect, from time to time, the quality of the service and products provided by the *Licensee*. The Committee (duly constituted by the Competent Authority) will have right to see the quality, market price, and reasonability of the items. If the University or the Committee is of the opinion that the products or service is not up to the satisfaction of the University, a penalty shall be imposed depending on the situation and severity of the case. Further, for non-compliance of other Terms & Conditions as specified in this Agreement, indiscipline and unsatisfactory operation, the University shall levy a penalty of up to Rs. 20,000/.

In the event of any statutory authorities imposes any punishment or fines etc. on the licensee, and if the University is made a party in such penal action, the

University will have the authority to keep *Security Deposit* etc. with it until it is proved to the satisfaction of the *Institution* that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.

The *Licensee* shall be solely responsible for any consequence arising due to Non-compliance of any guidelines of the concerned statutory authority and the University shall be in no way responsible for the same.

b. Termination of Contract:

The *Institution* is at liberty to terminate the license and forfeiting the *Security Deposit* with a month's notice without assigning any reasons. Termination of license duly forfeiting the *Security Deposit* in the event of following, but not limited to:

- i. The *Licensee* defaults in payment of license fee for two (02) months consecutively or three times in a calendar year;
- ii. The *Licensee* fails to do the business in the licensed space for a period of (30) thirty days (for which the license is granted) for whatsoever reasons, non-payment of *Security Deposit* and enter into an *Agreement* in the stipulated period;
- iii. The *Licensee* fails to comply with formalities like payment of *Security Deposit*, execution of *Agreement*;
- iv. If in the opinion of the *Institution*, the quality of goods/ services sold is not up to the standard/ satisfactory;
- v. If during the period of contract, any time it is found that the *Licensee* is charging higher than the comparable prevalent market rates, then the *Institution* may terminate the contract by giving the written notice;
- vi. If the *Licensee* is found doing business in the Shop other than the stipulated in the deed of license
- vii. The licensee sublet the premises to any other person or agency

That the termination of the license on its expiry or for any other reason whatsoever should not give rise to any liability on the part of the licensor to pay any compensation to the licensee for the loss of any profit or business.

14.17 That the grant of this license shall not give the licensee or the employees any hope or expectation for any continuous business or employment respectively.

14.18 That the "Licensee" will be responsible for the recruitment and hiring of its employees/workers and the service conditions of its employees shall be governed

by them and their employees shall always work under their direct administrative and supervisory control.

- 14.19** The licensee shall comply with all prevailing Labor Laws/ Municipal Laws & Statutory requirement of other Central/ State Government Organizations. In case of non-adherence of any laws/ regulations of the statutory bodies, the *Licensee* will be fully responsible for the consequences arising out of non-adherence. University will not be party, nor it will help the *Licensee* where a govt. agency or its official is visiting the premises in connection with the discharge of his duties. Any dispute arising out of the same shall be the responsibility of the *Licensee* and the Govt. Agency. The University in no way will be responsible for the same. The licensee is an independent entity and the licensee's employees deployed at the space shall not be deemed for any purpose to be the employee, agent, servant or representative of the licensor. The licensee and/or its employees shall not raise any claim monetary or otherwise upon the licensor if the present license is terminated due to any reason whatsoever.
- 14.20** That the licensee agrees to defend and indemnify the licensor against any and all suits, actions penalties and liabilities that may arise from failure on the part of the licensee to properly administer wages and other benefits / facilities to its employees working in the space in terms of all applicable laws.
- 14.21** In the eventuality of discontinuation of operation at any stage due to unforeseen events, licensee will be given free access to take back machines and fixtures after clearing all/ any dues of the Shop/Establishment.

15. Encroachment Removal and Eviction

15.1 Encroachment Removal

- a. The Commercial Establishments / Shops / Premises will confine their operations within the licensed space (area). They shall be charged License Fee as per the licensed area. Any use of area beyond licensing will be considered as "Encroachment" and shall be dealt accordingly.
- b. If at any time, after the licensing of space (during the operations), it is found that the licensee has encroached onto the extra area, the Licensee is liable to be penalized by levying a penalty (at the minimum rate of 1.5 times the monthly license fees computed on daily basis for the duration of encroachment) along with the removal of encroachment. The concerned Commercial Establishment / Licensee shall abide by the decision of University. It will also depend on the extent of encroachment done by the licensee/ licensee. If the *Licensee* is habituated for encroachment, liable for termination by serving a notice.

15.2 Eviction

The proceedings for eviction, if found necessary to be initiated, against a Licensee / Commercial Establishment / Firm for non-observance of licensing rules and subsequent non-compliance to the notices from Engineering Office, shall be initiated by the University

16. Dispute Redressal

- a. In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the University shall be final and binding on the *Licensee*;
- b. In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the University shall be final and binding on the *Licensee*. In case of any dispute arising between the parties, the same must be resolved amicably. In case the dispute is not resolved through amicable means, the decision of President, SAU shall be final.

17. Forfeiture of EMD:

The EMD amount of a bidder shall be forfeited in the following events:

- (i.) If the bidder withdraws or amends its bid or breach of the conditions of the bid document or impairs or derogates from the tender in any respect within the period of validity of the bid.
- (ii.) If the successful bidder fails to enter into a contract with SAU, New Delhi, within 15 days (or an extended period as approved by the Accepting Authority in the University) from the issue of the purchase order / work order.
- (iii.) If the successful bidder fails to submit the contract Performance Bank Guarantee (PBG) as stipulated in the Terms and Conditions within 30 days (or an extended period as approved by the Accepting Authority in) from the issue of the purchase order / work order.
- (iv.) If the bidder knowingly and wilfully supplied incorrect information in the bid.
- (v.) In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of Un-conditional acceptance of terms and conditions of this bid document.

In all disputes and doubts or interpretation of the clauses or conditions applicable to the license or otherwise, the decision of the University shall be final and

ANNEXURE I

Items / Services which will be provided / served in the Shop / Outlet at the mentioned cost as below:

S. No.	Name of Services	Quantity	Rate per unit (in Rs.)
1.	Tea	100 ML	10
2.	Tea (Special Elaichi)	100 ML	15
3.	Coffee	100 ML	15
4.	Samosa	1 (90-100 gms)	15
5.	Stuffed Bread Pakora	130-150 gms	20
6.	Aaloo Bonda	2 to 3 inches in diameter, and weighs around 70 to 100 grams	15
7.	Mirchi Bada	70 to 100 grams	15
8.	Dal Kachori	50 to 80 grams	15
9.	Pyaaaz Kachori	70 to 100 grams	15
10.	Nimboo pani	Cup Size: 450 ML	15
11.	Sweet lime soda	Cup Size: 450 ML	25
12.	Hot Bournvita	Cup Size: 450 ML	40
13.	Cold Bournvita	Cup Size: 450 ML	45
14.	Poori (big size; 5 nos.) and Sabji	1 plate	35
15.	Badam Shake	Cup Size: 450 ML	45
16.	Chhola Samosa (1 pc.)	1 samosa (90-100 gms) with Chhola: 120-130 gms.	30
17.	Rajma Rice	(Rice: 300-330 gm, Rajma: 120-130 gm)	40
18.	Spring roll	5 pcs. (1 each 20 to 30 grams and 10-12 cm long)	20
19.	Bread roll	3 to 4 inches in diameter, weighs around 70 to 100 gms.	25
20.	Aloo paratha	Standard Size	25
21.	Veg Mayo Sandwich: (Bigger Size)		30
22.	Cooked Plain Maggi of 1 pkt of 70 gms	1 plate	25
23.	Cooked Veg Maggi of 1 pkt of 70 gms	1 plate	30
24.	Water Bottles & Cold Drink (All Popular brands of Coca-cola, Pepsi)	As per MRP	-

University will have the right to add or delete the items for the selected vendor and also have the right to fix the prices (as per the market rate) for all the item

Application Form

For

To

The Registrar,
South Asian University,
Rajpur Road, Maidan Garhi
New Delhi-110068

Dear Sir

This is in reference to Tender Notification No. dated regarding allotment of Shop for Tea & Snack Stall at various point (05 total) in South Asian University Campus, New Delhi.

I, hereby submit Tender in the prescribed format. I have read all the *Terms and Conditions* supplied along with the Tender Form thoroughly and understood the full content. Further, I hereby agree to abide by the Terms and Conditions stipulated by the South Asian University from time to time during the operation of my business on awarding the License for the same.

Thank you.

Yours faithfully

Signature of the Applicant

Full Name:

Permanent Address:

Mobile Phone No

ANNEXURE III

1. Name of the Applicant: _____
2. Father's Name of Applicant: _____
3. Nature of Current Business : _____
4. Age of the Vendor : : _____
5. Full Address of Applicant: _____
6. Pan Card No. : _____

7. I offer the following sureties who have signed hereunder as Sureties.

Sl.No.	Name of the Sureties	Occupation	Signature
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- 1.
 - 2.
 - 3.
-

Signature of the Applicant

ANNEXURE IV

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART
in Tender.**

(To be executed &attested by Public Notary / Executive Magistrate on Rs.10/- non
judicial Stamp paper by the vendor)

I / We___, the shopkeeper hereby declare that the shop namely
_____has not been blacklisted or debarred in the past by Union / State
Government or organization or Institute from taking part in Government Tender in
India.

Or

I / We_____, the shopkeeper hereby declare that
the shop namely_____was blacklisted or debarred by Union
/ State Government or any Organization or Institute from taking part in Government
Tender for a period of _____ years w.e.f.__to__. The period
is over on _____and now the firm/shop is entitled to take part
in Government Tender.

In case the above information found false I/we are fully aware that the Tender/ contract
will be rejected/cancelled by Competent Authority of the University, and Performance
Security shall be forfeited.

In addition to the above SAU will not be responsible to pay the bills for any completed/
partially completed work

DEPONENT

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

Seal of the firm/company_____

ANNEXURE - V

Financial Bid for Tea & Snack Stall at various point

(To be submitted on the letterhead of the company / firm)

Dated:

S. No.	Description	Qty.	License Fee
1.	License Fee for Tea & Snack Stall near SME (Bidders must quote strictly above the reserve License Fee (Rs. 25,000/-) only)	1	

Signature & Seal of the Tenderer

Note:

1. I/We have gone through the entire terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

**Signature & Seal of the
Tenderer**