



DELHI TECHNOLOGICAL UNIVERSITY

(Formerly Delhi College of Engineering)

Govt. of NCT of Delhi

Shahbad Daultapur, Bawana Road, Delhi 110 042

Tel: +91-11-2729 4673, e-mail: ga@dtu.ac.in

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NOTICE FOR INVITING TENDER FOR ALLOTMENT OF SHOPS IN DELHI TECHNOLOGICAL UNIVERSITY ON LICENCE FEE BASIS

1. E-tenders are invited under **two bid** system from reputed agencies, either by themselves or as a joint venture having capacity to run the following shops with the suitable and uniformed trained manpower for the **4 nos. of shops in Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi - 110042 main campus and 01 no. of shop in East Delhi Campus, Vivek Vihar, Phase-II campus** on Monthly License fee basis for a period of one year and extendable for subsequent year on the satisfactory performance and quality of services by the licensee/contractor.

S.No	Location	Area	Name of the Shop
1	Canteen Building	(130 Sq. ft / 12.07 Sq. mtr.)	Book Shop
2	Canteen Building	(130 Sq. ft / 12.07 Sq. mtr.)	Stationary Shop
3	Canteen Building	(130 Sq. ft / 12.07 Sq. mtr.)	Photocopy Shop
4	Hostel Building	(144.77 Sq. ft / 13.44 Sq. mtr.)	Photocopy cum Stationary Shop
5	East Delhi Campus	(66.20 Sq. ft / 6.15 Sq. mtr.)	Photocopy Shop East Delhi

2. Last date for submission/receipt of tender(s) is **26.08.2021** at **03:00 PM** and will be opened by the Tender committee in the presence of tenderers or their authorized representatives who wish to be present **on the same day at 03:30 PM** in the Office of Deputy Registrar (General Administration), DTU, Government of NCT of Delhi. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the said bid scheduled date and time will not be considered. Only the bids uploaded through e-procurement portal of Govt. of NCT of Delhi at <http://govtprocurement.delhi.gov.in> will be considered for their evaluation. No tender by FAX / e-mail will be entertained.

3. **Bid Schedule**

Date of start and downloading tender	06.08.2021
Pre-Bid Meeting	12.08.2021 at 02:30 PM
Declaration in Lieu of EMD	Annexure V As per OM No. F.9/4/2020-PPD
Last date and submission of tender	26.08.2021 at 03:00 PM
Date and Time of Opening Bid	26.08.2021 at 03:30 PM
Designation of the Authorized Officer and Address of Communication	Deputy Registrar (General Administration) Delhi Technological University Shahbad Daulatpur, Bawana Road, New Delhi - 110042

**Deputy Registrar
(General Administration)
Delhi Technological University**



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Guidelines/Procedure to be followed in introduction of 'e'-procurement Solution:

1. **Payment of Cost of Tender Document:-** The collection of cost of Tender documents is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of bidder participating in e-procurement solution. The bidders can view/download the tender documents from the <https://govtprocurement.delhi.gov.in>
2. **Submission of Bids:-** The bidders who are desirous of participating in 'e'-procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at: <https://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents etc. in the <https://govtprocurement.delhi.gov.in> in support of their price bids. The bidder shall sign on all the pages of tender document, statements and certificates uploaded by him, owning responsibility for their correctness/authenticity and copies thereof may also be submitted in the office of the Deputy Registrar (General Administration), DTU along with original EMD. However, documents of the bidders downloaded online or requisitioned subsequently only will form the basis for deciding the tender.
3. **Declaration in lieu of EMD(Earnest Money Deposit) :-** Annexure V, as per the O.M No. F.9/4/2020-PPD dated 12/11/2020 issued by the GOI, Ministry of Finance.
3. **Price Bid Opening:-** The Price Bids will be opened online by the concerned officer/officers at the specified date & time and the result will be displayed on the: <https://govtprocurement.delhi.gov.in> which can be seen by all the bidders who participated in the tenders.
5. **Processing of Tenders:-** The concerned officer/officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
6. **Payment of Performance Guarantee:-** -The successful tenderers shall furnish a bank guarantee/FDR for an amount equal to 03 times of monthly license fee, or Rs. 50,000/- whichever is higher for a period of sixty days beyond two year from a Nationalized/Commercial bank to ensure the satisfactory service performance. The performance guarantee is to be submitted at the time of award of work. In case the performance of the work is not found satisfactory, the amount of bank guarantee will be forfeited & credited in university account.



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7. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:
 - (i) Bidders can come at the place of opening of bids.
 - (ii) Bidders can visualize the process online.

8. **Participation Financial Rules for e-procurement:** The e-procurement system would be applicable for purchase of goods, outsourcing of services and execution of work as prescribed in GFRs.

9. **Visit to Department:** The bidder is required to provide Services to this University and is advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.

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ANNEXURE – I

TERMS AND CONDITIONS

1. The tender should be accompanied with a Declaration in Lieu of Earnest Money Deposit (EMD) to Delhi Technological University so as to reach before the date of closing of the bids. Failure to furnish the original Declaration before the closing of the bid, will entail rejection of the bid.

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2	Canteen Building	(130 Sq. ft / 12.07 Sq. mtr.)	Stationary Shop
3	Canteen Building	(130 Sq. ft / 12.07 Sq. mtr.)	Photocopy Shop
4	Hostel Building	(144.77 Sq. ft / 13.44 Sq. mtr.)	Photocopy cum Stationary Shop
5	East Delhi Campus	(66.20 Sq. ft / 6.15 Sq. mtr.)	Photocopy Shop East Delhi

2. This grant of license is merely an arrangement to allow the licensee to operate the Shop in the University while the Shop space is under the legal possession, control, administration and supervision of the licensor. That, it is agreed between the parties that this license shall not be construed as a tenancy or lease agreement or otherwise creating any other interest in favour of the licensee.

3. It is hereby expressly clarified that although licensee has entered into this Agreement with the Licensor, the Shop will be run by license and the said Licensee shall follow all the terms and conditions of this license agreement.

4. If the services provided by the Licensee is not satisfactory or violating any of the clause of the agreement, the licensor has the right to terminate the contract by serving one-month notice.

5. That the licensee may also discontinue the contract by serving one month's notice to the Licensor.

6. The Licensee will pay License Fees. The electricity charges will be as per actual consumptions shown by sub meter installed by **Estate's Office**. It will be responsibility of licensee to submit copy of receipt of dues deposited with cashier. Electricity meter will be installed by the licensor and the cost for the same will be borne by the licensee, which will be refunded to licensee at the time of surrender/vacation.

7. The Licensee shall pay License fee for the occupation of said premises on quarterly basis (for three months) in advance before the 7th day of the month requisite, along-with necessary taxes (GST). Thereafter, interest @ 18% p.a. will be charged for full month in which payment should be deposited. Electricity charges will be payable monthly by the licensee as per actual monthly consumption on actual bill. Water charges as per actual or @ **Rs 500/- per month whichever is higher shall be payable by the Licensee before 7th day of every month.** In the



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event of the license being revoked or terminated, the Licensee shall pay a proportionate part of the license fee at the rate in force including proportionate charge of water consumption, electricity, etc. In case the Licensee fails to deposit the license fee, water charges, electricity bill, etc. within the specified period, an interest @ 18% per annum shall be charged for the same from the Licensee. However, it shall be the responsibility of the Licensee to get all dues clearance from the appropriate authority before handing over the vacant charge of the premises otherwise the same will be recovered by the University. In case of default, penalty will be imposed as per equivalent of equal to two months' license fee.

8. That the licensee/its Licensee shall operate the Shop during the timings set by the licensor i.e., from 09:00 AM to 07:00 PM on all working days and on any other day as mutually agreed between the parties. Apart from selling notified items the Licensee shall not deal in any other times. The Licensee/its Licensee shall stock and sell only items approved by the Licensor for price and quality. The Licensee/its Licensee shall not sell any new items without the prior approval of the Licensor.

9. That the licensee shall not part with the possession, wholly or in part, of the said Shop space to any other person or entity except its own authorized Vending Licensee, which can only be changed by a written letter by licensee with prior approval of the Licensor.

10. That the Licensee shall use the Shop space solely for providing shops as specified and other items to the students and staff of the Licensor and the space shall not be used for any other purpose whatsoever.

11. That the maintenance, cleanliness, up keep and hygiene around the Shop space will be the sole responsibility of the licensee and the licensee shall ensure cleanliness by deputing adequate staff for the purpose. If at any time it comes to the notice of the Licensor that the area around the said premises are being used by unauthorized persons with the connivance of the Licensee or that the Licensee has put up any hoardings, show-case etc. stacked any goods in such areas or is carrying on any activities which obstruct normal movement of public, Delhi Technological University personnel or other Licensee or which cause nuisance to other licensees, or that the Licensee is using the said premises for any purpose other than specified in the Agreement, then, notwithstanding anything contained in the Agreement, the licensor shall be entitled to terminate the License without assigning any reason and without service of notice to the Licensee and to claim damages at such rate as may be decided by the Licensor along with minimum penalty of Rs 2000/- (Rupees two thousand only).

12. Licensee will set up the Shop including branding as may be needed for the brands, which shall be displayed. The entire cost for setting up stall shall be borne by the licensee including any modifications thereto. The Licensee will get the plan for setting up of the stall approved by the Licensor before commencing the work.

13. The Licensee shall employ only those persons whose character has been verified and it shall also ensure that personnel employed by it are in proper uniform and carry valid Identity Card/Badges and are free from any infections/contagious disease. No personnel facing any criminal case or convicted by any criminal court shall be deployed.



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14. The Licensee will have to display in the Shop a list of items with their price sold and a copy of the same will have to be submitted to the licensor for any subsequent changes. The prices of all items whose Maximum Retail Price (MRP) is prescribed shall not exceed the MRP and in case of photocopy, the rates will be as per rate list attached. The licensee shall maintain a complaint/suggestion book at its stall to enable the parents/students to record complain/suggestion, if any and same will be shown to licensor fortnightly. **Rates list for Photocopy Shop are attached.**
15. The licensor will not be responsible for any loss and or damage caused to the licensee/its licensee due to fire, burglary or natural calamities.
16. On the expiry/termination of the license, the licensee shall hand-over vacant physical possession of the said space to the licensor in the original condition in which the same was given. The License shall not, in any case, be or deemed to be irrevocable and shall at all times be and remain revocable by the licensor.
17. That the licensor through its designated officer/committee 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/its Licensee.
18. That the termination of this license on its expiry or for any other reason whatsoever shall not give rise to any liability on the part of the licensor to pay any compensation to the licensee for the loss.
19. That the grant of this license shall not give the licensee/its Licensee or the employees of its Licensee any hope or expectation for any continuous business or employment with licensor.
20. That the Licensee will be responsible for the recruitment hiring of its employees and the service conditions of its (Licensee's) employees. 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.
21. 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 (additions/alteration) reason whatsoever.
22. The Licensee will not make any extension beyond the space allowed for the purpose of Shop.
23. 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. Licensee will be responsible for any dispute arisen on within its employees under various acts like contract labour Act, minimum wages, child labour Act etc.



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24. In the eventuality of discontinuation of operation at any stage due to unforeseen events, licensee will be given permission to take back items/machine and fixtures after clearing all dues of the University (Licensor) only. In case licensee fails to clear dues, Licensor will recover dues from security deposit and in case that falls short of dues to be recovered by depositing of machines/fixtures as may be deemed appropriate to recover.
25. The Licensee shall submit an affidavit of **Rs. 100** /- on stamp at the time of award tender, that there is no criminal/assault case is listed in the court against the owner of that firm.
26. The Licensee (individual or partnership) will ordinarily present (barring unforeseen circumstances) at least 40% of the total working hours of the shop/ establishment in a week.
- 27. If License of the Licensee is extended for another year then licensee shall submit the monthly license as per direction of the Directorate of Estate's time to time.**
28. The Licensee shall not sell any other items, which is not related with the respective Shop.
29. The Licensee shall provide a proper bill of the item sold.
30. Penalty: -
- Setting up of a stall outside the Shop for sale of any other item(s) not listed in the contract will attract penalty of Rs 1,000/- (Rupees one thousand only) first time. Rs 2000/- (Rupees two thousand only) in the second and cancellation of contract in the third occasion.
 - Not maintaining cleanliness and immediate disposal of garbage shall attract a penalty of Rs 500/- (Rupees five hundred only) per day.
 - Overcharging/non-availability of listed items for more than 7 days and non-courteous of the working staff shall attract a penalty of Rs 500/- (Rupees five hundred only) per occasion.
31. **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the vent beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.
32. The tender shall remain valid for a period not less than 90 days after the deadlines specified for submission of Bids.



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33. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website: -

- a) In case of any correction / addition / omission in the tender document the tender bid shall be treated as no responsive and shall be rejected summarily.
- b) All the documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- c) All computer generated documents should be duly signed / attested by the bidder / vendor organization.

35. In case bidder fails to pay license fee continually 02 months then bidder will be liable for cancellation the allotment and necessary arrangement of recovery of License fee will be made from Performance Bank Guarantee.

36. License fee will be annually revised as per direction of the Directorate of Estate's, time to time.

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RATE LIST FOR PHOTOCOPY SHOP

Sr. No	Purposes	Rates	Remarks
<u>Printout rates with size</u>			
1.	Laser printout single side – a\$	Rs 1/-	
2.	Laser Printout both side – A4	Rs 0.75 per side	
3.	Bond paper single sides printout (B/W)-A4	Rs 2/-	
4.	Bond Paper Both sides (B/W) – A4	Rs 1.50 per side	
5.	Laser Printout single sides (B/W) – B4	Rs 2/-	
6.	Laser printout both sides (B/W) – B4	Rs 1.50 per side	
7.	Laser color printout – A4	Rs 10/-	
<u>Photocopy rates with size</u>			
8.	Single side – A4	Rs 0.50	
9.	Both Side – A4	Rs 0.75	
10.	Single Side – B4	Rs 1.50	
11.	Both Side – B4	Rs 1/- per side	
12.	Single Side – A3	Rs 2/-	
13.	Both Side – A3	Rs 1.50 per side	
<u>Book Binding Rates</u>			
14.	Spiral Binding – up to 100 pages	Rs 20.00	
15.	-do- - up to 200 pages	Rs 30.00	
16.	-do- - up to 500 pages	Rs 40.00	
17.	Book Binding (Raxine & Lamination)	Rs 50.00	
18.	Thesis Hard Binding	Rs 100/-	
<u>Lamination</u>			
19.	A4 Size	Rs 15/-	
20.	B4 Size	Rs 20/-	
21.	A4 - Half	Rs 15/-	
22.	Post Card Size & I-Card	Rs 10/-	

- Adequate number of Systems/Machines must be kept in working condition to cater the requirement of the students.



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ANNEXURE – II

Photo Prop
submitted

CRITERIA FOR TECHNICAL QUALIFICATIONS/BIDS

1.	Name of the Shop/s for which Bid is submitted (as mentioned at Page 1 of the Tender Documents), in case more than one then please specify all the names	
2.	Name of the Applicant (IN BLOCK LETTERS) with Complete Address of the Applicant & Tele No (O) & (R) & Mob No	
3.	Details of business on the firm letter head giving the following information: (a) Name of the firm (b) Name of the Proprietor (c) Present Business Address (d) Contact Details	
4.	Declaration in Lieu of EMD Annexure -V	
5.	Proof of Relevant Experience of minimum 02 years for being in the concerned trade	
6.	Proof of Permanent Residential Address & Tele No if any	
7.	Permanent Account Number (PAN) issued by Income Tax Department	
8.	Certificate on the letter head of Chartered Accountant for Turnover Statement for last 3 years (2020-19, 2019-18, 2018-17)	
9.	Goods Service Tax (GST) Registration No	
10.	Copy of Aadhaar Card	
11.	GST Return for F/Y-2020-21	

(Signature of the Applicant)

(Seal if any)



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ANNEXURE-III

FINANCIAL BID FOR SHOPS

Name of Tenderer/Firm _____

Full Address _____

Phone No. _____ Mobile No. _____

E-mail _____

Bidding for: - _____

S.No	Name of Shops	A minimum monthly license fee is reserved for each shop as per area.	Tendered License fee per Sq. meter. (per month)	Total License Fee per month
1	Book Shop (130 Sq. ft / 12.07 Sq. mtr.)	Rs. 14,617 /-		
2	Stationery Shop (130 Sq. ft / 12.07 Sq. mtr.)	Rs. 14,617 /-		
3	Photocopy Shop (130 Sq. ft / 12.07 Sq. mtr.)	Rs. 14,617 /-		
4	Photocopy cum Stationery Shop (144.77 Sq. ft / 13.44 Sq. mtr.)	Rs. 16,276 /-		
5	Photocopy Shop (66.20 Sq. ft / 6.15 Sq. mtr.)	Rs. 7448 /-		

***18% GST over & above the quoted monthly license fee shall be payable by the licensee.**

Financial Bid

I/We have gone through the contents of the application form carefully. The information supplied by me/us is true to the best of my knowledge and belief and nothing has been concealed there from. I further confirm that I shall abide by the terms and conditions of the University.

I/We accept all the Terms & conditions received with Tender Documents.

I/We have submitted Technical Bid separately.

I/We now offer to pay monthly license fee of Rs. _____ (Rupees _____ only) for

Delhi Technological University

Signature: _____

Name: _____

Designation: _____

Seal/Rubber Stamp: _____

N.B.

Financial Bid will be considered only if the Competent Authority accepts Technical Bid.



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ANNEXURE - IV

FORM OF AGREEMENT

This AGREEMENT is made on the ____ day _____ (Month) _____ (Year) Between the Board of Management of the University through the _____ (hereinafter called "Licensor" which expression shall include their representatives, successors and assigns) in favour of _____ (hereinafter called "Licensee" which expression shall include their representatives, successors and assigns).

WHEREAS the licensee is engaged in the business of running "Shop" in the University Campus by M/s _____

AND WHEREAS the licensee desires to operate a Shop ("Shop") in the above-mentioned University premises and has approached the licensor for seeking permission to operate the "Shop" purely on license basis. And whereas the licensor has considered the request of the licensee and has agreed to allow the licensee to operate the Shop in the University premises. Now it is considered desirable to reduce the terms and conditions as agreed upon in writing.

That the license is granted for a period of one year on license fee basis w.e.f. _____ (the date of commence of business). The Licensee will start operation within one (01) month of award of license.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of Board of Management of University, DTU.

Signature of the authorized official

Signature of the authorized Officer

Name of the Official

Name of the Officer

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

By the said

_____ Name

By the said

_____ Name

On behalf of the Contractor in presence of:

On behalf of the Employer in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Telephone No: _____

Telephone No : _____



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ANNEXURE - V

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMO (On Bidders Letter head)

I/We , irrevocably declare as under:

I/We understand that, as per Clause of Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of One years from the date of disqualification as may be notified by you (without prejudice to DTU's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revise, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by DTU, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)



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INSTRUCTIONS

1. All columns shall be filled legibly.
2. Clear and precise information shall be given against each column in the space provided.
3. If any column is left blank or not properly replied to or the application is not accompanied by the pay order/demand draft of the requisite value, the application is liable to be rejected summarily.
4. The License granted is liable to be cancelled forthwith, if it is found that the applicant had given wrong or false information in the application for the issue of authorization.
5. *Any clarifications regarding NIT to the Licensee can be done in the pre-bid meeting.*