



DELHI TECHNOLOGICAL UNIVERSITY
(Formerly Delhi College of Engineering)
Govt. of NCT of Delhi
Shahbad Daultpur, 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 KIOSK (NIGHT CAFÉ) AT
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 Kiosk (Night Café) with the suitable and uniformed trained manpower for the **Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi – 110042** on contract basis/outsourcing basis **for a period of one year** and extendable for subsequent year on the satisfactory performance and quality of services by the licensee/ contractor. The estimated number of users is approximate 2000.

2. Last date for submission/receipt of tender(s) is **31.08.2021** 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 as scheduled above. The tenders received after the scheduled date and time will not be considered. Only the bids uploaded through e-procurement portal of Govt. of NCT of Delhi i.e. <http://govtprocurement.delhi.gov.in> will be considered for their evaluation. No tender by FAX or any other mean will be entertained.

Bid Schedule

Date of start and downloading tender	10.08.2021 at 10:00 AM
Pre-Bid Meeting	16.08.2021 at 2:30 PM
Declaration in Lieu of EMD	Annexure VIII As per OM No. F.9/4/2020-PPD
Last date and submission of tender	31.08.2021 at 3:00 PM
Date and Time of Opening Bid	31.08.2021 at 3:30 PM
Designation of the Authorized Officer and Address for Communication	Deputy Registrar (General Administration) Delhi Technological University Shahbad Daulatpur, Bawana Road, New Delhi - 110042

**Deputy Registrar
(General Administration)**

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 Declaration in lieu of EMD. However, documents of the bidders uploaded online will form the basis for deciding the tender.
3. **Declaration in lieu of EMD(Earnest Money Deposit).** Annexure-VIII, as per the OM No. F.9/4/2020-PPD dated 12/11/2020 issued by the GOI, Ministry of Finance.
4. **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 percent of annual contract value or Rs. 50,000 /- whichever is higher for a period of sixty days beyond two years, from a Scheduled Nationalized 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.
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.

**Deputy Registrar
(General Administration)**

TERMS AND CONDITIONS FOR KIOSK (NIGHT CAFÉ) TENDER

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.

2. Trade for which the allotment of the Kiosk will be made is as under: -

Location of shop	Area (Sq. mt.)	Purpose for which the Kiosk will be used
Nearby Science Block	32 sq.mt.	Night Café

3. The Licensee shall not sublet/permit the said premises or any part thereof to be used by any other person for any other purpose and in default thereof shall be liable for cancellation of license. The Licensee shall not introduce any partner nor shall transfer possession of the premises or part thereof or otherwise carry on the business in the premises with any other person or assign, transfer, charges or alienate his interest in the premises shall not change the business for which the said premises are licensed to him.

4. The licensee shall operate the Kiosk during the timings set by the licensor i.e. from 01:00 PM to 01:00 AM on all seven days. Apart from selling notified items the Licensee shall not deal in any other items. The Licensee shall stock and sell only items approved by the Licensor for price and quality. The Licensee shall not sell any new items without the prior approval of the Licensor.

5. The Licensee shall furnish a security deposit amounting to an amount equal to five times of monthly license fee in the form of DD/FDR issued from a scheduled Bank drawn in favour of “**Registrar, Delhi Technological University**”, Shahbad Daultapur, Bawana Road, Delhi 110042. The FDR shall only be accepted if it is valid for 60 days over and above the period of contract to begin with and shall be extended along with the period of extension of contract. The security Deposit shall only be released after three months of close of contract and submission of No Dues/Clearance from all concerned Authorities of University / Licensee.

6. The Licensee shall sign a formal Agreement on a non-judicial stamp paper worth **Rs 100/- (Rupees one hundred only) (at his cost)** within seven days from award of the work.

7. The tenderers should go through the complete tender document including all terms and conditions and rates of various food items already fixed by the University before tendering.

8. The bidder is advised to mention serial number of all the pages of NIT as per Index/list of documents, enclosures annexure and complete list of documents accordingly before uploading the same.

9. The Licensee shall use the Kiosk space solely for providing freshly cooked and any other approved items to the students and staff of the Licensor and the space shall not be used for any other purpose whatsoever.

10. The License shall be absolutely 'a bare license' and anything contained therein shall not be deemed to give any right in law in respect of the said premises' fittings, fixture and other university belongings to the Licensee in any manner.

(a). The University shall initially equip the Kiosk (Night Café Shop) with electricity and water connections, electric bulbs, tube lights, fans, etc. as deemed appropriate by the University. Any replacement later and repair during the course of operation shall be made by the Licensee at his own cost. The Licensee shall maintain the premises properly at his own cost and shall handover back all above equipment's provided by the University in good working condition. As soon as the term of agreement expires or the agreement is otherwise terminated, the Licensee shall, however, pay for the consumption of water and electricity to the University. In case of any shortage, breakage, the Licensee shall get it repaired to the satisfaction of University authorities otherwise the loss thereof shall be recovered from the Licensee.

(b). The LPG Cylinders/PNG shall be arranged by the Licensee at his own cost. The gas lines shall be maintained by the agency and repairs if required shall be got done by the Licensee at his own cost with superior quality materials under prior intimation to the University.

11. The Licensee shall pay License fee (minimum License Fee of **Rs 38,752/-**) for the occupation of said premises on quarterly basis (for three months) in advance before the 7th day of the month requisite. 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 2000/- per month whichever is higher shall be payable by the Licensee before 7th day of every month. In the 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.

12. In case, the Licensee fails to comply with the terms & conditions or commit breach of any of the terms and conditions, the University will notify the Licensee about the said arrears or breach, as the case may be and in the event of the Licensee failing or omitting to remedy the breach or payment of the arrears within 15 days of the notice served in writing to the Licensee, the University can terminate license and thereafter the University shall have the absolute right to enter upon the premises and take possession of the premises.

13. That the University shall have the lien on all the belongings or the property of the Licensee for the time being in or upon the premises of the University and if the Licensee does not pay the arrears of license fee, water electricity charges or other dues payable to the University, even after the termination of the license, the University will have the right to realize the amount due to the University from EMD and Security Deposit and if the due amount is still more, than by putting the belongings of Licensee in public auction after notifying the said auction to the Licensee.

14. Where any belongings of the Licensee are sold, the sale proceeds thereof shall, after deduction of the expenses incurred by the University in disposing of the belongings and after deducting the amount, if any due to the University on account of arrears of rent including incidentals or damages or cost or any other charges be paid to him or a person or persons as may appear to the University to be entitled to the same.

15. The prices to be charged by the Licensee shall not exceed those approved by the University as per Annexure 'C' of Tender Document for the trade item of which he has been granted the license and these shall be displayed by him prominently in the premises on a sign board to be provided by him. New items if introduced, later on the demand of staff/students (i.e., also on approval of DTU) may be used only after getting their rates approved from the University. The rate fixed shall not be changed at least for one year and will be revised only with the approval of Competent Authority of the University.

16. To ensure safe & potable drinking water, the licensee shall arrange Water coolers/RO filters for students and staff both in **Summers** and **Winters**.

17. The Licensee shall not carry out any permanent addition or alteration to the said premises and any construction thereon and electrical or sanitary installations in the said premises without prior permission of the University. If any temporary additions or alterations are required by the Licensee, a request to this effect may be made in writing to the University who may consider the same on such terms and conditions as may be deemed appropriate.

18. The Licensee shall repair/make any damage caused to the said premises except normal wear and tear. The decision of the University on the question whether any damage is caused to the premises and what amount of compensation would make good such damage, shall be final and binding on the parties thereto.

19. The Licensee shall not allow any other persons/s to use the premises with or without consideration. He shall not use the premises or any other space in the Campus for residence of himself & his employees or for the purpose other than that provided in this license deed. He shall not make or permit to make, any structural additions and alterations to the premises, without the previous written sanction of the University.

20. The menu shall be strictly as per Annexure 'C' and no change shall be allowed except for any decision by the University in this regard. The licensee shall display such list alongwith rates very prominently at a suitable visible place in the KIOSK (NIGHT CAFE) at his own cost. The prices of all items whose Maximum Retail Price (MRP) is prescribed shall not exceed the MRP. The license shall maintain a complaint/suggestion book at its stall to enable the parents/ students/residents/faculty & staff to record complaint/suggestion, if any and same will be shown to licensor every fortnight.

21. The Licensee shall on revocation or termination of this license, hand over the possession of the said premises to the University in as good condition as they were on the date of occupation of the License, except normal wear and tear.

22. The Licensee shall give at least 90 days' notice in writing of vacating the said premises, pay the arrears of license fee, if any, before vacating the said premises, and in default render himself liable to be used for the recovery of arrears and necessary legal expenses. Similarly, the University shall be entitled to give him 90 days' notice to vacate the said premises.

23. In the event of the death of the Licensee being any individual or the dissolution of the firm as the case may be, the Licensee being adjudged insolvent or any proceedings under the Insolvency Act being initiated against the Licensee, or any proceedings for the winding up of the Company, if the Licensee is company, the license shall stand automatically revoked. Provided that such determination shall not prejudice any right of action or remedy, which shall have accrued or shall accrue thereafter to the University.

24. The Licensee shall employ only those persons at the space whose character has been verified by Police and it shall also ensure that personnel employed by Licensee are in proper uniform with adequate standards of hygiene. Serving staff will carry valid I-Card/Badges and are free from any infections/contagious disease and should be neat and clean in terms of hygienic point of view. No personnel facing any criminal case or convicted by any criminal court shall be deployed at the space.

25. The Licensee will be responsible for the recruitment and hiring of its employees and the service conditions of its (Licensee's) employees shall be governed by the Rules of the Licensee and they shall always work under the direct administrative and supervisory control of the Licensee. 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 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.

26. 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.

27. In the eventuality of discontinuation of operation at any stage due to unforeseen events, licensee will be given permission to take back machine and fixtures after clearing all/any 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, balance dues will be recovered by depositing of machines/fixtures as may be deemed appropriate to recover its dues.

28. Licensee will set up the kiosk 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 erect a temporary structure of the stall approved by the Licensor before commencing the work. On termination of the contact period the license will have to remove the structure at his own cost and licensor will bear no liability. The Licensee will not make any extension beyond the space allowed for the purpose of kiosk.

29. The Licensee shall abide by the law in force including the Municipal By-Laws relating to the sale of food, drinks, hygienic conditions etc. he shall himself obtain the required necessary license from the competent authority i.e., of Govt of Delhi /MCD etc. The Licensee shall comply with the instructions issued from time to time by the University or any Officer/Committee nominated by the University on this behalf.

30. The cooking oil/refined/butter/ghee shall be of standard quality. The Licensee/his workmen/his nominee will not be permitted to stay in the allotted kiosk beyond working hours.

31. The food, sweets, snacks etc. served by the Licensee shall be obtained by him from the approved sources and shall be fresh, hygienic wholesome of good quality of their respective kind and of reasonable quantity. The University shall have the right to stop the sale or even destroy those articles which are not considered of the requisite standard or are found unfit for human consumption. A three members University Committee including medical Officer of the University shall check the food items at any time. If on examination, it is found that food items/articles kept are exposed to dust, flies or the services rendered by the Licensee is unsatisfactory then the license shall be revoked, and the Licensee shall be even prosecuted under the provision of Prevention of Food Adulteration Act and shall also be liable to pay a fine of not less than **Rs 5,000/- (Rupees five thousand only)** to the University and may also face prosecution under relevant Acts/Laws of land.

32. No non-vegetarian food shall be brought, cooked or served in the KIOSK (NIGHT CAFE). This will attract to take the action for termination of the contract.

33. The premises of the kiosk will be used exclusively for the purpose for which the allotment is made and not for any other purpose without the written permission of the authorized officer of the University.

34. The Licensee shall keep a 'Complaint-Cum-Suggestion Book' at a conspicuous place in the said premises in which suggestions may be recorded by the customers and which shall be opened to inspection by monitoring committee duly authorized by the University. The Licensee shall implement these suggestions within a period of one week and where it is not possible to do so, he shall bring the matter to the notice of the University. The Licensee shall also put up a signboard reading "Suggestion Book" available at the counter within a fortnight from the date of allotment of the premises. The University may also prescribe, if need be, the number of employees to be engaged by the Licensee keeping in view of the size of his business. They shall be properly and neatly dressed. The Licensee shall also furnish to the University information about the staff engaged by him in the prescribed form within a fortnight of the date of allotment of the premises (alongwith two passport size photographs of each worker). Similarly, information/photograph shall be supplied subsequently as and when changes are made by the Licensee in this respect.

35. The Licensee shall ensure that persons not below a prescribed age, and as may be permissible under the relevant law, are employed and shall also maintain an Attendance Register for his employees. Labour Law regarding appointment/wages etc be followed. The contractor or licensee shall ensure that all applicable statutory emoluments i.e., Bonus, Gratuity, ESD, Provident fund etc. are strictly followed.

36. The dealings of the Licensee and his workers with the Staff & the students shall be polite and courteous.

37. If any person employed by the Licensee in connection with the purpose of this license deed is found guilty of breach of rules/discipline/terms of this deed, the University shall have the right to ask the Licensee to terminate the services of such an employee who shall not afterwards be permitted by the Licensee to come to the premises/campus without the previous written permission of the University. The Licensee/his servant/his nominee will not be permitted to stay in the allotted kiosk beyond working hours.

38. The Licensee shall not be permitted to exhibit in the said premises any printed or written notice, advertisement, posters etc. of any kind and any company whatsoever without the written permission of the authorized officer of the University.
39. The Licensee shall make reimbursement to any damage caused to the said premises. The normal wear and tear, if any shall also be brought to the notice of the University in writing at the end of each month, failing which any damage noticed later shall have to be reimbursed by the Licensee. Further the decision of the University on the question whether any damage is caused to the premises and what amount of compensation is payable shall be final and binding on the Licensee.
40. If the period for which the premises have been licensed has expired and has not been formally extended and the premises are not required to be vacated, then the Licensee may continue on the same terms & conditions till the license is renewed by the licensor.
41. The Licensee shall not do anything in or outside the premises, which may be nuisance or a cause of annoyance.
42. On the expiry or earlier termination of this license, deed, the premises shall be vacated peacefully by the Licensee and he shall clear all dues before vacating them. It shall be the responsibility of the Licensee to hand over the possession personally to the University in the same condition in which he had occupied then. However, if he fails to do so, the action stipulated in this license deed and any other action deemed appropriate by the University shall be taken.
43. The Licensee shall make use of the said premises for his business purpose only and shall keep the adequate area around the said premises clean and in hygienic condition and he shall not cause any obstruction or encroachment whatsoever under any circumstances.
44. If at any time it comes to the notice of the University 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, 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 University 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 University alongwith minimum penalty of Rs 50,000/- (Rupees fifty thousand only).
45. Any notice to be given to the Licensee under the terms of this license shall be considered to be duly served by hand/speed post & the same shall have been affixed on outer door or any other conspicuous part of the said premises.
46. The Licensee shall strictly follow the Labour laws and all statutory obligations viz PF, ESI, Bonus, Gratuity as applicable and shall indemnify University against any loss or damage, which University may suffer as a consequence of non-compliance of these Laws by the Licensee. There will be no deployment of minor employees. The Licensee shall furnish an indemnity Bond on Non-Judicial Stamp paper of Rs 100/- only as per Performa enclosed. The proof of deposit of PF & ESI etc shall be submitted every quarter for all the employees working with the licensee.

47. The Licensee shall ensure proper cleaning in and around KIOSK (NIGHT CAFE). The Kitchen waste shall be disposed off through covered containers in the dustbin situated in the nearby area in dry & wet being separately.

48. The monthly license fee offered by the bidders in Annexure 'E' (Financial Bid) shall be sealed in separate envelope. Before, this envelope is opened or financial bids are downloaded, technical evaluation shall be done by the University for all bidders on the basis of Technical bids which may include checking of samples for various food products and inspection at various places of work of different bidders.

Annexure – E (Financial Bid) shall be opened only for those agencies who qualify the quality standards and finally the tenders shall be decided on the basis of the highest monthly license fee offered in the financial bid.

49. The rates are inclusive of all taxes as applicable and nothing extra shall be payable on this account. The contractor shall himself be responsible for all such statutory obligations regarding payment of taxes to concerned authorities.

50. Checking as and when required or desired by the University will be made by a Committee constituted by Competent Authority. The contractor shall obtain MCD license as applicable for running KIOSK (NIGHT CAFE) after award of work and shall be duly registered under Contract Labour Regulation & Abolition Act 1920 & GST Act 2017.

51. The contract will be awarded for a period of one year and extendable for a further period of one year on the satisfactory performance and quality of service by the licensee/contractor. License fee will be revised annually as per direction of the Directorate of Estate's, time to time.

52. Any dispute arising out of this contract shall be subject to Delhi Jurisdiction only. The matter can be referred by the Hon'ble Vice Chancellor, DTU to an arbitrator to be appointed by Hon'ble Vice Chancellor DTU. The licensee shall not object to such appointment on the ground that arbitrator is an employee of DTU or at any point of time has dealt with the agreement.

53. 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.

54. Approved Rate will be valid for **one year** and will be revised nominally if required, by a committee only after one year of contract on the request of licensee.

55. The bidder should have an annual turnover of **Rs 2 lac** respectively for last three years duly audited by C. A.

56. University is free to engage external catering agency for providing snacks/lunch/ dinner/high tea for events, such as meetings, seminar, conferences and workshop etc.

57. Quarterly medical checkup to be carried out by the contractor for their employees and report of the same to be submitted at Officer-in-Change (General Administrative) by 05th of April, July, October and January respectively.

58. Kiosk (Night Cafe) contractor shall generate a computerized token for all items should as per the NIT rates.

59. 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.
60. The grant of this license shall not give the licensee/its Licensee or the employees of its Licensee any hope or expectation for any hope expectation for any continuous business or employment with licensee.
61. The license or its employees shall use all possible care and diligence while selling items from the space and shall endeavor to provide fresh and hygienic food items and safe guard and protect the reputation of the licensor.
62. The undesirable goods, articles and exhibits put up by the Licensee in the Kiosk as per the opinion of the licensor, are liable to be removed forthwith.
63. "NOTICE TO PROCEED" means the notice issued by the University to the contractor communicating the date on which the work/services under the contract to be commenced.
64. **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.
65. The tender shall remain valid for a period not less than 90 days after the deadlines specified for submission of Bids.
66. 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.

67. The Hon'ble Vice-Chancellor, DTU reserves the right to reject any or all bids without assigning any reasons thereof and without incurring any liability to the affected bidders (s) on account of his action.

68. Same vendor is not permitted to run both Mess and Canteen in Delhi Technological University. In case the vendor is awarded the tender for any Group (A, B or C) of Mess then he shall not be eligible to participate in the subsequent NIT of Canteen. (As per NIT for Mess services Clause No. 48, terms & conditions).

**Deputy Registrar
(General Administration)**

Sanitation Conditions: - Food Sanitation, Water Sanitation and General sanitation.

Periodically checking for above or surprise check will be made by Estate Officer or his authorized representation.

1. Food articles & Drinks: -

- (a) Food articles should not be kept on floor subject to contamination by dust or by rodents/rates or flies etc. always kept in shelves or in height.
- (b) Prepared food articles are kept covered protected from flies & dust and should be stored above the ground floor level.
- (c) Milk & Milk products should be of superior quality taken from reliable & approved sources to avoid food adulteration/contamination.
- (d) No packed food items should be kept for sale after expiry date. The cooked food prepared shall not be used for the next day.
- (e) Cooked food supplied outside the KIOSK (NIGHT CAFE) should be covered properly (covered with a plate or paper or aluminum foil).
- (f) Used fresh food material free from any contamination (Vegetable, Milk, Fruit etc).
- (g) Avoid strictly reuse of any cooked food material or drinks.
- (h) Market superior quality materials should be used for cooking purpose.

2. Utensils: -

- (a) Utensils should be of steel easily washable & kept in good condition. No corrosion cracked or chipped utensils should be used.
- (b) Cooking, eating & drinking utensils are thoroughly cleaned & washed (with soap/ detergent & hot water) after each use.

3. Equipments: -

- (a) The equipment should be properly located to facilitate cleaning.
- (b) Cases, counters, shelves, tables, chairs, refrigerators, stoves (gas), hoods, hot case etc. should be kept neat and clean, stain free & safely operated.
- (c) Juicer, Coffee, Tea, Soft drink etc. machine should be cleaned every day & sterilized by the specialized agency periodically in a week or as directed by the Estate Officer and should be maintained properly.

4. Washing: -

- (a) Washing places should be well drained to avoid nuisance from files, offensive smell etc. & drains should be free from any blockage of traps etc.
- (b) After use clean the place thoroughly with the use of disinfectants.

5. Employer: -

- (a) Behavior at KIOSK (NIGHT CAFE) of employees & employer (licensee) should be cooperative.

- (b) Worker must wear every day clean aprons & caps and hand gloves, the same shall be changed as and when required in the day also.
- (c) They should not be allowed to smoke or chew pan, tobacco, drink alcohol etc in & around the kitchen/dining hall of mess/KIOSK (NIGHT CAFE) subsequently outside the campus of university.
- (d) They (Employer & Employees) should clean their nails & hands with brush & soap before handling the dough & cooking & servicing food/meals.
- (e) Workers should be healthy and free from any diseases. Periodically medical checkup of the workers should be made and proper records be maintained.

6. **Other Conditions:** -

- a) Kitchen should not be used for residence of any worker.
- b) The store should be properly cleaned by proper arranging of articles in racks & bags be done with marking.
- c) Kitchen & dining hall should be clean dry /wet thrice a day or as per requirement and finally at night before closing.
- d) Kitchen kneading tables top, bottom, should be properly cleaned/stain free by using of soap/detergent & hot water after day's work.
- e) Floors should be impervious & easily cleaned & in good repair.
- f) Floor should be kept clean by regularly moping, by using disinfectants such as approved phenyl & sanitizer etc.
- g) Walls & ceiling should be kept clean from cobweb & dust etc.
- h) Doors & windows glasses should be clean gently which will not affect ventilation & light.
- i) Serving table & chair should be kept clean all time.
- j) No smoking & no use of tobacco, alcohol etc in the campus/KIOSK (NIGHT CAFE).

7. **Garbage Disposal:** -

- (a) Arrange proper capacity covered dustbins for disposal of garbage wet & dry and should be cleaned timely.
- (b) Approved insecticides should be used in dustbins.
- (c) Entire area in & around the KIOSK (NIGHT CAFE) should be cleaned every time.

8. **Penalty:** -

- (a) Setting up of a stall within outside the KIOSK (NIGHT CAFE) of sale for items not listed in the contract / selling of items without electronic billing machine/unhygienic condition on the kitchen & dining hall/poor quality of product shall attract penalty of Rs 5,000/- first time, Rs. 10,000/- in the second and cancellation of contract on the third occasion.
- (b) Staff being not properly dressed i.e. with serving staff in a particular color of shirt, trousers, shoes, gloves/apron head and gloves etc. shall attract penalty of Rs. 2,000/- per occasion.
- (c) Non-maintaining of cleanliness and non-immediate disposal of garbage shall attract a penalty of Rs. 2,000/- per day. The bust bin should not over flow they should be cleaned as and when required.

- (d) Overcharging/non-availability of listed items and non-courteous of the working staff shall attract a penalty of Rs. 2,000/- per occasion.

LIST OF ITEMS/SNACKS ETC AND PRICE THEROF

Sr. No.	Items	Quantity Weight	Rates (Rs.)
1.	Tea (One Cup)	100 ml.	5.00
2.	Coffee (Per Cup)	100 ml	10.00
3.	Cold Coffee (one cup)	100 gm	10.00
4.	Tea (half set)	300 ml	12.00
5.	Tea (Full set)	600 ml	20.00
6.	Bread Pakora (Potato filled)	75 gm	8.00
7.	Vegetable Burger	100 gm	20.00
8.	Milk Shake	Per bottle	MRP
9.	Corn Flake with fruits	Per plate	30.00
10.	Custard with fruit (per packet)	250 gm	25.00
11.	Snacks – packed	Per packet	MRP
12.	Cold drinks	M.R.P.	-
13.	Juice tetra packets	M.R.P.	-
14.	Veg Sandwich	Per piece	15.00
15.	Veg. Grill Sandwich	Per piece	25.00
16.	Paneer Grill Sandwich	Per piece	25.00
17.	Dhokla (1pc)	Per piece	10.00
18.	Paneer sandwich	Per piece	25.00
19.	Rasgulla/gulab jamun (1pc)	Normal Size	10.00
20.	Veg hot dog	-	20.00
21.	Paneer hot dog	-	25.00
22.	Paneer kulcha	-	10.00
23.	Spring Roll (8 pcs.)	-	25.00
24.	White Pasta	-	40.00
25.	Veg. Patties	-	10.00
26.	Red Sauce Pasta	-	35.00
27.	American Chupsy	-	35.00
28.	Black forst Pstry	-	20.00
29.	Chocolate Pstry	-	20.00
30.	Fruit Cake	-	15.00
31.	Veg. Momos (10 Pcs)		25.00
32.	Veg. fried rice	300gm.	25.00

33.	Chillie potato	225gm	20.00
34.	Chillie paneer	225gm	35.00
35.	Veg. fried rice Manchuria	225gm	40.00
36.	Plain paratha	1 pc	7.00
37.	Vegetable Paratha – quantity Two (Potato/onion/Cauliflower/Paneer with curd and one packed glass of water)	Per plate	25.00
38.	Tawa roti	1 pc	3.00
39.	Plain Dal	150 gm	20.00
40.	Dal Fry	150 gm	25.00
41.	Tomato soup	200 gm	15.00
42.	Sweet Corn Soup	200 gm	15.00
43.	Curd Cold	150 gm	10.00
44.	Rajma Rice Plate	300 gm	20.00
45.	Kadhi Rice Plate	300 gm	20.00
46.	Paneer Rice Plate	300 gm	30.00
47.	Shakes (butter scotch, chocolate etc)	250 ml	20.00

Any other food item with the approval of Licensor be introduced

TECHNICAL BID**CRITERIA FOR TECHNICAL QUALIFICATIONS/BIDS**

Photo Prop. submitted

1.	Name of the Applicant (IN BLOCK LETTERS)	:	
2.	Father's Name (in case of an individual and proprietors name in case of firm/company)	:	
3.	Complete address of the applicant & Tele No (O) & (R) & Mob No & email ID	:	
4.	Permanent Residential Address & Tele No if any	:	
5.	Details of business with documentary proof	:	
6.	GST No. with documentary proof	:	
7.	Permanent A/C No issued by Income Tax Department	:	
8.	Declaration in Lieu of EMD (Annexure -VIII)	:	
9.	Last three year income Tax returns		
10.	VAT/GST returns of last three years	:	
11.	Details of Aadhar Card (photocopy attach)	:	
12.	FSSAI certificate of the bidder	:	
13.	MCD Health Trade License *	:	
14.	Copy of the authorization letter from the manufactures	:	
15.	Copy of experience certificate of working last THREE-YEAR regarding running of KIOSK / (Night Café) in a Government Departments/ PSU's/ Reputed organization.		
16.	Names of One respectable persons whom reference could be made about your business with their address and telephone No.		
17.	Certified that the Licensee (individual or partnership) will be ordinarily present (barring unforeseen circumstances) at least 40% of the total working hours of the shop/establishment in a week.		
18.	Certified that it will be feasible to open the shop from 01:00 PM to 01:00 AM on all working/7 days. Weekly off shall be shall be Sunday only as university remains opens Monday to Saturday usually.		
19.	Certified that we shall not sell any other items		
20.	Annual turnover of Rs 2 lac respectively for last three years duly audited by C. A.		

* **THE SUCCESSFUL BIDDER WILL PRODUCE MCD HEALTH TRADE LICENSE WITHIN 15 DAYS FROM THE ISSUANCE OF LETTER OF AWARD.**

NIT – NIGHT CAFE
UNDERTAKING

(To be executed on Rs. 100/- Non judicial Stamp Paper)

1. I/ We the undersigned, certify that I/ We have gone through the terms and conditions mentioned in the tender documents and undertake to comply with all of them.
2. That no Civil / Criminal/ Income Tax/ Service tax/ blacklisting case are pending against my firm.
3. The rates quoted by me/ us are valid and binding on me/ us for acceptance for the entire period of contract.
4. I/ We undersigned hereby bind myself/ ourselves to the Registrar, Delhi Technological University, Delhi to run the NIGHT CAFÉ in Delhi Technological University, Delhi during the period of contract.
5. The Performance Guarantee deposited by me shall remain in the custody of the Registrar, Delhi Technological University, Delhi till two months after the expiry of the contract.
6. I/ We shall abide by Minimum Wages Act, Contract Labour Act, PF, ESI, Bonus, Gratuity, as applicable from time to time for the workers employed for running the mess.
7. In case of any lapse occur on my part or on my staff while discharging the services the university authorities may cancel my/ our contract and award the work to another agency and the costs difference may be recovered from me/ us and can forfeit Performance Guarantee.
8. The food/ eatable items will be genuine, fresh, hygienic and good quality.
9. In the event of any breach/ violation of the terms and conditions, the Competent Authority shall be at liberty to terminate my contract and can forfeit the Performance Guarantee deposited by me/ us.
10. I/ we will be wholly responsible for providing running NIGHT CAFÉ at Delhi Technological University, Delhi-110042 and will ensure deployment of adequate staff to provide, quick clean and efficient service and also responsible to pay all taxes as applicable to Tenderer. I shall also be responsible for behavior/ act of employees engaged by me for running of NIGHT CAFÉ of the University.
11. I/we shall be responsible for health and injury caused to the worker while working in the Central Canteen.
12. I/we shall be responsible for any loss or damage to the university property by the employee engaged by me/ us.
13. The Vice Chancellor, Delhi Technological University, Delhi has the right to accept or reject any or all the tender without assigning any reason. The decision of the Vice Chancellor, Delhi Technological University, Delhi will be binding upon me.
14. I/ we shall conspicuously display the Rate List per unit of all available cooked items on the two separate boards' first at the entrance of the canteen and second at the cash counter of the canteen.
15. I/ we shall vacate the mess premises on completion of the contract period. In case of unauthorized retention of the mess premises beyond the contract period, a penalty of 50% over the above the pre-existing rate will be levied on me/us during the period of unauthorized retention.
16. I/we shall also be responsible to pay all taxes as applicable to the government like Income Tax GST, and Service Tax etc.
17. I/we shall be responsible for any theft/ loss/ damage to university property/ fixtures and I will rectify/ replace the same.
18. I/we shall indemnify DTU from all losses/claims that may arise due to my action/inaction.
19. I/we undertake that I/We have not been blacklisted/debarred by an Central/State Govt./Deptt./Body & PSU's.

Signature of the Tenderer

Name of the firm/ Tenderer
Seal of Firm

CERTIFICATE

1. Certified that 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.
2. Certified that it will be feasible to open the shop from 01 PM to 01 AM on all seven working days.
3. Certified that we shall not sell any item at a price higher than MRP as well as NIT.

Declaration: -

This is to certify that I/We before signing this tender have read and fully understand all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of the tenders:- _____
Name:- _____
Designation:- _____
Address:- _____
Phone No:- (O) _____
(R) _____

FINANCIAL BID FOR KIOSK (NIGHT CAFÉ)

Name of Tenderer/Firm _____
 Full Address _____

 Phone No. _____ Mobile No. _____

Financial Bid

Minimum License Fee reserved at **Rs. 38,752 /-**

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

I/We have submitted Technical Bid separately.

GST/Taxes as applicable would be charged extra.

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 now offer to pay monthly license fee of Rs. _____ (Rupees _____
 _____ only) for Delhi Technological University for the period
 _____ to _____.

Signature: _____
 Name: _____
 Designation: _____
 Seal/Rubber Stamp: _____

N.B.

1. Rates should be quoted on monthly basis exclusive of all taxes/levies etc. Taxes will be applicable as per rule.
2. Rates should be mentioned both in words and figures.
3. Financial Bid will be considered only if Technical Bid is accepted by the Competent Authority.

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day_____(Month)_____ (Year) Between the Board of Management of the University through the _____ (Name and address of the Department) hereinafter called “the Department” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the Licensee) through Shri _____, the authorized representative (hereinafter called “the contractor”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrator, representative and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavour’s to provide KIOSK (NIGHT CAFE) Services to University, Delhi.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz: -

- (a) Letter of acceptance of award of contract;
- (b) Terms and Conditions of bid;
- (c) Notice Inviting Tender;
- (d) Bill of Quantities;
- (e) Scope of work;
- (f) Addendums, if any;
- (h) Any other documents forming part of the contract.

3. In consideration of the payments to be made by the Contractor of the University as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the KIOSK (NIGHT CAFE) Services w.e.f. _____ as per the provisions of this Agreement and the tender documents.

4. The licensee hereby covenants to pay the university in consideration of the execution and completion of the contract as per the provisions of this agreement and the tender documents advance license fee of Rs _____ (Rupees in words _____) per month by 7th of each month failing which interest @ 18% per annum will be payable.

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

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

For and on behalf of the Licensee

For and on behalf of Board of
Management of University

Signature of the authorized official

Signature of the authorized officer

Name of the official
Stamp/Seal of the contractor
By the said
_____ Name

on behalf of the Contractor in the
presence of:

Witness _____

Name _____

Address _____

Telephone No: _____

Name of the Officer
Stamp/Seal of the Employer
By the said
_____ Name

on behalf of the Employer in the
the presence of:

Witness _____

Name _____

Address _____

Telephone No: _____

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.

**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/revised, 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)