



DELHI TECHNOLOGICAL UNIVERSITY

Shahbad Daultapur, Bawana Road, Delhi 110 042
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NOTICE INVITING TENDER FOR ALLOTMENT OF KIOSK (NIGHT CAFÉ) IN DELHI TECHNOLOGICAL UNIVERSITY ON LICENCE FEE BASIS

Sealed tenders are invited under one bid system from individuals / reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to run Kiosk (Night Café) with the suitable and uniformed trained manpower for the **Delhi Technological University, Shahbad Daultapur, Bawana Road, Delhi-110 042**, for a period of one year initially which may be extended for another year on the basis of performance.

Prescribed Tender documents containing terms and conditions can be obtained in person on submission of written request alongwith non-refundable tender cost of **Rs. 500/- (Rs. Five Hundred only)** in the form of D.D. drawn in favour of "**REGISTRAR, DELHI TECHNOLOGICAL UNIVERSITY**" payable at **DELHI** from nationalized banks only. The tender document can be downloaded from DTU website: www.dtu.ac.in. In such case the tenderer shall enclose cost of tender document by separate D.D. in a separate envelop along with tender before the closing of the bid. The bid can be submitted/ dropped in the tender box kept in the office of AR (GA), Room no. 104, Ground Floor, Admn. Building, DTU on all working days during working hours with effect from the date of issuance of tender.

Date of start of issuance of tender	02.07.2015 at 11.00 AM
Last date and time of submission of tender & EMD	31.07.2015 at 02.00 PM
Date of opening of technical bids	31.07.2015 at 02.30 PM

Designation of the Authorized Officer:	Assistant Registrar (Gen. Admn.)
Name and Address of the Department:	Delhi Technological University Shahbad Daultapur, Bawana Road, Delhi-110 042.

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INFORMATION, TERMS & CONDITIONS APPLICABLE TO ALL TENDERERS

1. Trade for which the allotment of the kiosk will be made is as under:-

Location of Shop	Area (Sq.ft.)	Purpose for which the Kiosk will be used	Earnest Money
Nearby circle, boys hostels	12 x 12 ft (for temporary structure) and open area of 400 sq. feet.	Night Cafe	50,000/- In the form of Demand draft

1. That the licensee/ its Licensee shall operate the Kiosk during the timings set by the licensor i.e. from 01 PM to 01 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/ its Licensee shall not sell any new items without the prior approval of the Licensor.
2. That 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.
3. That the maintenance, cleanliness up keep and hygiene around the Kiosk space will be the sole responsibility of the licensee and the licensee shall ensure cleanliness by deputing adequate staff for the purpose.
4. The bidder shall pay the license fee as specified on Financial Bid Sheet in Annexure-I
 - a. An appropriate percentage of concession/discount on MRP to be given to the student/staff may be mentioned in separate sheet.
 - b. The cost of application form alongwith the Tender form shall be Rs. 500/- (non-refundable)
 - c. TENDER FORM must be accompanied by the earnest money amounting to Rs. 50,000/- (Rupees Fifty Thousand Only) means of a Bank Draft in favour of "**Registrar, Delhi Technological University, Delhi**" payable at Delhi. The Tender form without earnest money will not be considered.
5. Complete set of Tender form (in a sealed envelop) is to be returned duly filled up with signature on all pages.
6. The licensee (individual or partnership) will not be permitted to run the shop/commercial establishment through proxy and required to be ordinarily present (barring unforeseen circumstances). In case of absence, an advance permission is required in writing from Assistant Registrar (Gen. Admn.).
7. The Licensee/his servant/his nominee will not be permitted to stay in the allotted kiosk beyond working hours.
8. 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 Delhi Technological University, Delhi.

9. Allottee has to pay electricity and water charges on actual consumption basis. Electricity meter will be get installed by the licensee on his own expenses directly from NDPL within 2 months of award of license or opening of shop whichever is earlier. Only security deposited by license will be returned on his account.
10. Allottee has to execute & sign a License deed on One Hundred Rupees Stamp Paper as per Delhi Technological University format.
11. In the event of breach of any of the terms and conditions, the allotment of the shop is liable to be cancelled with one month notice as provided in the License deed.
12. That the license is granted for a period of one year on licence fee basis w.e.f. the date of commence of business. It may be extended for another one year on the basis of satisfactory performance report .The Licensee will start operation within in one month of award of license.
13. If the services provided by the Licensee is found to be unsatisfactory or violating any of the clause of the agreement, the licensor has the right to terminate the contract by serving 30 day's notice. That the licensee may also discontinue the contract by serving 30 day's notice to the Licensor.
14. The Licensee will pay License Fee which is subject to enhancement of minimum 10% in case of next year extension. The electricity will be actual consumption shown by sub meter installed by University at the kiosk. It will be responsibility of licensee to submit a copy of receipt of dues deposited with cashier.
15. The Licensee shall pay License fee for the occupation of said premises every month in advance before the 7th day of the current month. Electricity charges will be payable monthly by the licensee as per monthly consumption on actual bill. Water charges @. Rs. 1500/- per month 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 or any other such charges for the fraction of the current month up to the date of such revocation of termination. In case the Licensee fails to deposit the license fee, water charges, 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 the electricity dues clearance from the appropriate authority before handing over the vacant charge of the premises otherwise same will be recovered by the licensee. In case of default penalty will be imposed as per equivalent of two months licence fee.
16. That the licensee shall not part with the possession, wholly or in part, of the said Kiosk 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.

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 forth with 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 alongwith minimum penalty of Rs. 50,000/- (Rupees Fifty Thousand Only).

17. 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.
18. 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. The hygienic Committee will be visiting in the kiosk on time to time basis and if found any failure at the level of hygiene, cooking standards etc., a penalty of Rs. 2000/- will be imposed on each occasion.
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 licensee.
20. 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 contract period the licensee 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.
21. That the licensee 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.
22. That 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
23. 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 it are in proper uniform with adequate standards of hygiene both by cooking and serving staff and 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.
24. The Licensee / its Licensee will have to display a list of the prices of items sold in the Kiosk 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. The licensee 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.
25. 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. That the termination of this license on its expiry or for any other reason whatsoever shall not

given 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.

26. That the Licensee will be responsible for the recruitment any 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 / its 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.
27. 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.
28. 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, Lisensor 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.
29. Security deposit amount Rs. 1,00,000/- which will not earn any interest for the licensee.
30. Any dispute arising out of t`he contract shall fall under jurisdiction of Delhi Courts only.
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 by 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 event 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 contractor shall deploy his personnel only after obtaining Delhi Technological University, Delhi approval duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CVs.

33. "NOTICE TO PROCEED" means the notice issued by Delhi Technological University, Delhi to the contractor communicating the date on which the work/services under the contract to be commenced.
34. If the Licensee is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department of the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Department.

FINANCIAL BID

(To be submitted a separate sealed cover, but to be kept in main cover)

Tendered Licence fee per Sq.ft. (per month)	Total Licence fee per month

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 therefrom. I further confirm that:

1. I shall abide by the terms and conditions of the University.
2. Neither I nor my blood relation had been Allottee any commercial Estt. in the past.
3. Neither I nor my blood relation is presently holding license of Commercial Establishment in DTU, Delhi.
4. The rates of items should be reasonable and lower than market price.
5. Highest bid will be considered as eligible bidder.
6. In case DTU authorities feels that rates of item/ items are not reasonable and higher than the market rate vendor will be asked to bring down the rates reasonably.

5. Service Tax Registration No., If any. Y/N

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 7 working days.
3. Certified that we shall not sell any item at a price higher than MRP.

(Signature of the Applicant)
(Seal if any)

(Name of the Department)

**FORM OF AGREEMENT/ LICENCE DEED
FOR OPENING KIOSK (NIGHT CAFÉ) COUNTER**

This license is granted on (the day of signing or after the date of stamp paper purchase) _____ by Delhi Technological University. New Delhi, through.....
(hereinafter called " Licensor" which expression shall include their representatives, successors and assigns) in favour of..... (hereinafter called the " Licencee" which expression shall include their representatives, successors and assigns).

WHEREAS the licensee is engaged in the business of running "KIOSK (NIGHT CAFÉ) COUNTER " in the University campus by selling a range of Non-Alcoholic Beverages produced by M/s _____
AND WHEREAS the licensee desires to operate a Kiosk (Night Café) in the above mentioned University premises and has approached the licensor for seeking permission to operate the "KIOSK (NIGHT CAFÉ) COUNTER " purely on licence basis.

AND WHEREAS the licensor has considered the request of the licensee and has agreed to allow the licensee to operate the kiosk 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 two years on licence fee basis w.e.f. (the date of commence of business) .The Licensee will start operation within in 1 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 Licensee
Signature of the authorized official

For and on behalf of the Board of
Management, DTU
Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Licensor

By the said _____ Name

By the said _____ Name

on behalf of the Licensee in
the presence of:

on behalf of the Licensor in
the presence of:

Witness _____
Name _____
Address _____

Telephone No: _____

Witness _____
Name _____
Address _____

Telephone No: _____

List of items & their rates

Sr. No.	Items	Quantity Weight
1.	Tea(One Cup)	100 ml.
2.	Coffee (Per Cup)	100 ml
3.	Cold Coffee (per Cup)	-
4.	Milk Shake	-
5.	Corn Flake with fruits	Per Packet
6.	Idli(Per Plate) with sambhar & sauce	Per plate
7.	Chowmin	Full Plate
8.	Chowmin	Half plate
9.	Vegetable Paratha (Potato/ onion/ Cauliflower with curd and one packed glass of water)	Per Plate
10.	Custard with fruit	Per Packet
11.	Paneer Dish	Per Packet
12.	Roti	Per piece
13.	Rajma	Per Plate
14.	Rice plate with subzi	Per Plate
15.	Snacks-packed	Per Packet
16.	Ice Cream	-
17.	Burger	Per piece
18.	Sandwich (veg/paneer)	Per piece
19.	Cold Drink	

Any other food items with the approval of Licensor be introduced.