



DELHI TECHNOLOGICAL UNIVERSITY
Shahbad Daulatpur, Bawana Road, Delhi 110 042
Tel : +91-11-27294673 www.dtu.ac.in,
Email id- arga@dtu.ac.in

**NIT FOR ALLOTMENT OF TEA & COFFEE KIOSK NEAR ADMINISTRATIVE BLOCK OF
DELHI TECHNOLOGICAL UNIVERSITY ON LICENCE FEE BASIS**

e-tenders are invited from **branded agencies only** who are interested to run Tea & Coffee Kiosk with the suitable and uniformed trained manpower for the **Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi-110 042**, for a period of two years on licence fee basis.

Last date for submission/receipt of tender(s) is **20.03.2017 at 15.00 Hrs.** 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 **15.35 Hrs.** in the Office of Assistant Registrar (Gen. Admn.). In case, any holiday falls on the day of opening, the tenders will be opened on the next working day. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

Designation of the Authorized Officer: Registrar
Name and Address of the Department: Delhi Technological University
Shahbad Daulatpur, Bawana Road, Delhi-110 042.

EMD : **25,000/-**
Date of publication of tender : **04.03.2017**
Last date of submission of tender : **20.03.2017**

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

1. Payment of cost of Tender documents: 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 Asst. Registrar(GA), 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. Payment of Bid Security (Earnest Money Deposit): The EMD shall be in the form of the Demand Draft/Pay order of scheduled bank/Fixed Deposit Receipt of a scheduled bank issued in favour of **Registrar, Delhi Technological University , Delhi**. Zerox copy of the DD/PO/FDR is to be scanned and uploaded along with the bid, and the original DD/PO/FDR shall be sent to DTU so as to reach within two days after the closure of e-tender window (not during the period when the window for e-tender is open) and online bids will be opened after two days of closure of e-tender. Failure to furnish the original DD/PO/FDR against EMD within two days after the closure of e-tender will entail rejection of bid and blacklisting.

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 tenderer shall furnish a bank guarantee/FDR of the value starting from 05% of the cost of the item for a period of sixty days beyond one year from a nationalized bank to ensure the satisfactory performance of item supplied. The performance guarantee is to be submitted at the time of installation / demonstration of equipments. In case the performance of the item 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 (electronically) as done in the conventional tender process. (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.

ASSISTANT REGISTRAR (GEN. ADMN.)
DELHI TECHNOLOGICAL UNIVERSITY,
SHAHBAD DAULATPUR,
BAWANAROAD, DELHI – 110 042

INFORMATION AND 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 Administrative Block of DTU	221	Tea & Coffee with snacks as prescribed	25,000/-

1. This grant of license is merely an arrangement to allow the licensee to operate the Kiosk in the University while the Kiosk 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.
2. It is hereby expressly clarified that although licensee has entered into this Agreement with the Licensor, the Kiosk will be runned by license and the said Licensee shall follow all the terms and conditions of this license agreement.
3. 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 one month of award of license.
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. 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 every month in advance before 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. 500/- 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 equal to two months licence fee.
8. That the licensee/ its Licensee shall operate the Kiosk during the timings set by the licensor i.e. from 09 am to 06 AM 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 items. 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 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.
10. That the Licensee shall use the Kiosk space solely for providing Tea & Coffee 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 Kiosk 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 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. 2000/- (Rupees Two Thousand only).

12. 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 get the plan for setting up of the stall approved by the Licensor before commencing the work.
13. That the licensee or its employees shall use all possible care and diligence while selling items from the space and shall ensure to provide fresh and hygienic goods to safe guard and protect the reputation of the licensor.
14. 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 I-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.
15. The Licensee / its Licensee will have to display in the Kiosk 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. 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.
16. 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.
17. 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.
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.

19. 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.
20. 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.
21. 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. 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 (additions/ alteration) reason whatsoever.
22. The Licensee will not make any extension addition/ alteration beyond the space allowed for the purpose of kiosk.
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.
24. 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 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.
25. The prices to be charged by the Licensee shall not exceed those approved by Delhi Technological University as per Annexure-III of Tender Document for the permissible trade item of which he has been granted in 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 DTU. The rate fixed shall not be changed at least for one year and will be revised only with the approval of DTU.
26. The Licensee shall furnish a security deposit of Rs. 1,00,000/- in the form of DD/FDR issued from a scheduled Bank drawn in favour of "Registrar, Delhi Technological University"., Shahbad Daulatpur, Bawana Road, Delhi: 110042 Delhi. 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.
27. Committee constituted by DTU may carry out surprise inspection to check the quality & quantity of the product and other hygiene condition of the kiosk. The penalty imposed by the Committee will be final.
28. Penalty:
 - (a) setting up of a stall within outside the kiosk for sale of items(s) not listed in the contract /unhygienic condition in the kiosk and poor quality of products shall attract penalty of Rs.1,000/- first time, Rs. 2000/- in the second and cancellation of contract in the third occasion.
 - (b)Staff being not properly uniformed shall attract penalty of Rs. 500/- per occasion.

(C) Not maintaining cleanliness and immediate disposal of garbage shall attract a penalty of Rs. 500/- per day.

(d) Overcharging / non availability of listed items and non courteous of the working staff shall attract a penalty of Rs. 500/- per occasion.

FINANCIAL BID

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 I shall abide by the terms and conditions of the University.

LIST OF ITEMS 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	100ml	8.00
4.	Lemon Tea	100ml	5.00
5.	Green Tea	100ml	5.00
6.	Black Tea	100ml	5.00
7.	Bakery items		On MRP

NOTE: No non-vegetarian food will be allowed in the kiosk. Cigarettes, Liquor items, ghutkas will also not be permitted. Selling of Tobacco product will invite the prosecution under relevant Rules Acts. Rates mentioned above include all applicable taxes. Licensee shall be responsible for depositing taxes with concerned authorities and for keeping records of sales.

(Name of the Department)

**FORM OF AGREEMENT/ LICENCE DEED
FOR OPENING KIOSK TEA & COFFEE 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 "Licensee" which expression shall include their representatives, successors and assigns).

WHEREAS the licensee is engaged in the business of running "Tea & Coffee" 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 ("Tea & Coffee" counter) in the above mentioned University premises and has approached the licensor for seeking permission to operate the "Tea & Coffee" 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 commencement 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 written above.

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 _____

Witness _____
Name _____
Address _____

Telephone No: _____

Telephone No: _____