
 <b>Delhi Tenders</b>		eTendering System Government of NCT of Delhi				
Tender Details						
					Date : 03-Jan-2023 04:35 PM	
 Print						
<b>Basic Details</b>						
<b>Organisation Chain</b>	Delhi Technological University					
<b>Tender Reference Number</b>	DTU/GA/03/2022-23/1336					
<b>Tender ID</b>	2023_DTU_234193_1					
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Item Rate			
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2			
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No			
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No			
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No			
<b>Payment Instruments</b>			<b>Cover Details, No. Of Covers - 2</b>			
<b>Offline</b>	<b>S.No</b>	<b>Instrument Type</b>	<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>
	1	Demand Draft	1	Fee/PreQual /Technical	.pdf	NIT
			2	Finance	.xls	BOQ
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>			<b>EMD Fee Details</b>			
<b>Tender Fee in ₹</b>	0.00		<b>EMD Amount in ₹</b>	52,412	<b>EMD through BG/ST or EMD Exemption Allowed</b>	Yes
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil			
<b>Tender Fee Exemption Allowed</b>	No					
			<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
			<b>EMD Payable To</b>	REGISTRAR, DELHI TECHNOLOGICAL UNIVERSITY	<b>EMD Payable At</b>	DELHI
<a href="#">Click to view modification history</a>						
<b>Work /Item(s)</b>						
<b>Title</b>	DTU/GA/03/2022-23/1336					
<b>Work Description</b>	NIT FOR ALLOTMENT OF CAFETERIA IN DTU ON LICENSE FEE BASIS					
<b>Pre Qualification Details</b>	PLEASE REFER TENDER DOCUMENTS					
<b>Independent External Monitor/Remarks</b>	NA					
<b>Show Tender Value in Public Domain</b>	No					
<b>Tender Value in ₹</b>	8,16,192	<b>Product Category</b>	Allotment of Space	<b>Sub category</b>	NA	
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	120	<b>Period Of Work(Days)</b>	365	
<b>Location</b>	DELHI TECHNOLOGICAL UNIVERSITY	<b>Pincode</b>	110042	<b>Pre Bid Meeting Place</b>	Office of Deputy Registrar, General Administration	
<b>Pre Bid Meeting Address</b>	Office of Deputy Registrar, General Administration, DTU	<b>Pre Bid Meeting Date</b>	09-Jan-2023 03:00 PM	<b>Bid Opening Place</b>	Office of Deputy Registrar, General Administration	

<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No
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**Critical Dates**

<b>Publish Date</b>	03-Jan-2023 04:45 PM	<b>Bid Opening Date</b>	17-Jan-2023 03:30 PM
<b>Document Download / Sale Start Date</b>	03-Jan-2023 04:45 PM	<b>Document Download / Sale End Date</b>	17-Jan-2023 03:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	03-Jan-2023 04:45 PM	<b>Bid Submission End Date</b>	17-Jan-2023 03:00 PM

**Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	NIT	668.96

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	BOQ	BOQ_304573.xls	BOQ	310.50
	2	Tender Documents	NIT.pdf	NIT	656.74

**Bid Openers List**

<b>S.No</b>	<b>Bid Opener Login Id</b>	<b>Bid Opener Name</b>	<b>Certificate Name</b>
1.	aksrivastava@dce.ac.in	Amit Srivastava	AMIT KUMAR SHRIVASTAVA
2.	admin6@gmail.com	A K PANDEY	Ashok Kumar Pandey
3.	aedtudelhi@gmail.com	Mohit Tyagi	Mohit Tyagi

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	3
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

**Tender Inviting Authority**

<b>Name</b>	DEPUTY REGISTRAR
<b>Address</b>	GENERAL ADMINISTRATION, DELHI TECHNOLOGICAL UNIVERSITY

**Tender Creator Details**

<b>Created By</b>	Mohit Tyagi
<b>Designation</b>	Assitanrt Engineer Civil
<b>Created Date</b>	03-Jan-2023 03:58 PM

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**Notice Inviting Tender (NIT)**

1	Date of Tender Publishing on website	03.01.2023
2	Site visit at DTU Delhi	During office hours between 09:30 AM- 06:00 PM
3	Pre-bid meeting for addressing clarifications / queries ( <b>bidders are encouraged to participate in the pre-bid meeting</b> )	09.01.2023 at 03:00 PM
4	Last Date and Time for Submission of Tender	17.01.2023 at 03:00 PM (Late bid will not be accepted)
5	Opening of Technical Bid	17.01.2023 at 03:30 PM
6	Address for submission of bid documents	<b>Deputy Registrar (Gen.Admin) DELHI TECHNOLOGICAL UNIVERSITY Shahbad Daulatpur, Delhi- 110042</b>
7	Venue for opening of Technical Bid	Same as above
8	Duration of Contract	Initially <b>01 year</b> from the date of issue of work-order (Subject to further extension as per tender terms)
9	EMD	<b>Rs. 52,412/- (Rupees Fifty Two Thousand Four Hundred Twelve only)</b>
10	PBG	<b>03 times of monthly license fee</b>
11	Security against Fixture & Equipment	<b>Rs. 10,00,000/- (Rupees Ten Lacs Only)</b>
12	Estimated Strength / Footfall	<b>7500 approx.</b>

**Detailed tender notice can be downloaded from the website of the Institute at:** <http://dtu.ac.in>

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with DTU Delhi without any obligation or liability whatsoever.

**Sd/-  
Deputy Registrar (GA)  
DTU Delhi**

**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 of EMD. However, documents of the bidders uploaded online will form the basis for deciding the tender.
3. **EMD (Earnest Money Deposit).** The tender should be accompanied with an Earnest Money amounting to Rs. 52,412/- (Rupee Fifty-Two Thousand Four Hundred Twelve Only) and shall be in the form of the Demand Draft/Pay Order of Scheduled bank/Fixed Deposit Receipt of a scheduled bank issued in the favor of Registrar, Delhi Technological University, Delhi. Xerox copy of the DD/PO is to be scanned and uploaded alongwith the bid, and the original DD/PO shall be sent to the office of Deputy Registrar General Administration, DTU so as to reach before the date and time of closing of the bids. Failure to furnish the original DD/PO before the closing the bid will entail rejection of bids.
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. **Payment of Performance Guarantee:** The successful tenderers shall furnish an amount of 03 times of monthly License Fee in the form of DD/FDR issued from a nationalized bank in favor of “Registrar, Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi 110042”. The performance/Bank Guarantee is to be submitted at the time of work. In case the performance of the work is not found satisfactory, the amount of Performance/Bank Guarantee will be forfeited & credited in university account.
6. **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.

**Sd/-  
Deputy Registrar  
(General Administration)  
DTU Delhi**

## **INSTRUCTIONS AND GENERAL CONDITIONS TO TENDERERS / BIDDERS**

1. DTU Delhi invites Open Tender Enquiry (OTE) and two bid system **for Providing cafeteria facility at DTU Delhi Technical Bid** along-with supporting documents, Earnest Money Deposit (in form of DD/Bankers Cheque in favour of Registrar, DTU Delhi shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed '**Technical Bid for Providing cafeteria facility at DTU Delhi**'. All the pages of this tender document along with necessary appendices (as applicable) duly signed and stamped, will form the technical bid.
  
2. *The Contractor must have a minimum of three years experiences in running of Cafeteria and providing cafeteria services in a reputed organization or in a Govt. Department (Proof of experience to be enclosed).*
  
3. *The timings of the Cafeteria will be 9.00 AM to 8.00 PM on working days and the timings on holidays /Saturday / Sunday would depend on the requirement of University.*
  
4. **The Price Bid** as per the format appended with this tender document, should be duly filled, stamped and signed by the authorized signatory of the bidder and sealed in a separate envelope super scribing '**Price Bid for Providing cafeteria facility at DTU Delhi**'.
  
5. The Technical Bid and the Price bid shall be sealed in one envelope super scribing '**Bid for Providing cafeteria facility at DTU Delhi**'
  
6. The technical bids shall be opened as per schedule placed at NIT. The vendors who are short listed after qualifying technical bid evaluation will be intimated the date of opening of price bids subsequently through proper means. DTU Delhi reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
  
7. The tender **for Providing cafeteria facility at DTU Delhi** shall initially be awarded for a period of one year from date of award of contract. However, the tender may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to providing of satisfactory services of the firm to DTU Delhi. It may also be noted that the rates quoted by the firm, terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any.
  
8. The detail of information to be provided along-with bid, list of items with tentative rates, tentative penalties, permissible consumables and other instructions are appended at **Annexure A – I** to this document.

## SCOPE OF WORK

Detail of **Providing institute cafeteria at DTU Delhi** is as mentioned below: -

### **1. General Overview of the service: -**

This tender document provides for requirement of **institute cafeteria at DTU** to the entire satisfaction of the user and Institute authorities which shall include the following: -

- (a) **Running an efficient cafeteria** at DTU Delhi campus during designated time slots for the inmates as per a pre-decided list of items and rates fixed / approved by the DTU Delhi authorities. Also, only approved items at designated rates are required to be sold at the cafeteria.
- (b) **It is assumed** that about 7500 students/staff (enrolled) will be the consumers in the Canteen. However, this number may vary and the DTU or its authorities do not guarantee in this regard.
- (c) **Engagement of required staff** shall be done by the Contractor in consultation of the institute authorities for their suitability. It is essential for the staff to be of legal age, suitably trained, and experienced to be deployed. One skilled manager of adequate experience in running cafeteria will be deputed by the Contractor in consultation with Institute authorities who shall necessarily be present in each shift for supervision and overall management of operations.
- (d) The Contractor will make all necessary arrangements for **neat, clean and organizational outlook** of all its workers befitting stature of DTU Delhi in consultation with institute authorities. The workers will always maintain a clean appearance including **wearing uniform**, use of clean hand gloves, headgear and necessary accessories while working. Contractor should make all necessary arrangements towards this effect
- (e) The Contractor shall ensure **that no non-vegetarian** meals cooked in Cafeteria.
- (f) There shall be a provision of a **monthly meeting** between the Contractor (or a representative authorized to take policy & financial decisions on behalf of the Contractor) and Institute authorities as a mandatory term.
- (g) The Contractor shall carryout **regular medical check-up** (as directed by the institute authorities) for all manpower deployed at Institute at own cost, so as to ensure medical fitness of all such manpower while at Cafeteria operations.
- (h) The Contractor will make all necessary arrangements for **accommodating and transporting all manpower** deployed by him so as to ensure timely operation of cafeteria. Institute will have no obligation in this regards whatsoever.

The Contractor will ensure **upkeep of infrastructure** (as the case may be) provided to him by the institute. All such maintenance of Institute property / equipment will be carried out by the Contractor at his own cost.

- (i) The Contractor will ensure absolute **hygiene and cleanliness** including periodic pest control and debugging of the cafeteria compound and surroundings with proper waste disposal in harmony with institute systems. Any issue attributable to the Contractor in said areas will be sorted by the Contractor or will be handled by the Institute out of his cost.
- (j) The Contractor will be solely responsible for the general **discipline and conduct of his staff** at the Institute at all the time. It may be noted that only verified individuals through mandatory Police verification on submission of such document will be allowed to enter the Institute and will be deemed deployment worthy. In case of a violation financial penalty will be levied on the Contractor as deemed fit by the Institute.
- (k) **Electricity, PNG & Water Charges:** The Electricity Charges (as per actual consumption, sub meter to be installed by vendor at its own cost). PNG charges (as per actual consumption, sub meter to be installed by vendor at its own cost). Water Charges of Rs. 4000/- per month + Sanitation Charges of Rs. 3000/- per month.
- (l) License fee of the Cafeteria will be @ Rs.1308/- per square mtr with @8% annual increment in license fee from 01<sup>st</sup> February as per Directorate of Estate's O.M. No. 18015(1)/80-Pol.IV dated 29.01.1982 or as per the directions of Govt. of NCT of Delhi/DTU from Time to time. The area of Cafeteria is 52 Sq.M **The highest bidder will be given the offer to start the cafeteria.**
- (m) The Licensee shall pay License fee for the occupation of said premises on quarterly basis (for three months) in advance before the 7<sup>th</sup> day of the month requisite. Thereafter, interest @ 18% p.a. will be charged for full month in which payment should be deposited.
- (n) The contractor will have an option to extend the contract **with the same terms & conditions of the present contract** for a period of one year on acceptance of the Contractor. This will be applicable within the currency and six months after expiry of contract. It will be entirely the discretion of the Buyer to exercise this option or not.
- (o) The Contractor will be required to provide a refundable interest free **Bank Guarantee of 03 times of quoted monthly license fee and an amount of Rs. 10,00,000/- (Rupees Ten Lacs Only) as Security against Fixture & Equipment** at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank, and will be held against in default in performance and violations of terms and conditions.
- (p) Annual Turnover of the firm should be **270 Crore** & above at least in last three preceding years.
- (q) Infrastructural and equipment related terms: -**
- a. Major civil and electrical works at the cafeteria site will be attended by DTU Delhi. Maintenance jobs such as repair and running expenses are the responsibility of the Contractor.
- b. The Contractor has to make all necessary arrangements to run cafeteria successfully at the campus. The serving facility will be vetted by the DTU Delhi authorities for their quality and fitness before use. Upkeep of all items provided by DTU Delhi will be the sole responsibility of the Contractor.
- c. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor. Any damage to the Institute Infrastructure by the Contractor's team or caused due to their neglect will be repaired or replaced at Contractor's cost and shall attract penalty (**Refer Annexure F**). List of items of Civil & Electrical items is attached at **Annexure I & J**.



**(r) Terms related to Cleanliness and Hygiene: -**

- a. Cleaning of cafeteria and its surroundings will be the sole responsibility of the Contractor. The highest possible standards of hygiene are expected. Violations attract financial penalty as laid out vide this document.
- b. DTU Delhi is a total tobacco free campus, therefore none of the staff deployed at the campus should be possessing or consuming tobacco products such as bidi, cigarette, chewing tobacco in any form, gutkha, masala, pan etc. Violation will attract enalty.

**(s) Daily functioning of the Cafeteria: -**

- a. List of items along-with fixed rates is placed at **Annexure ‘E’**. The rates have been fixed by DTU Delhi and will be supported by the Contractor for entire duration of contract.
- b. The Contractor will ensure functional cafeteria on all days. In the process, it is expected that the Contractor will ensure highest standards of taste, health, service, aesthetics, layout, professionalism, hygiene and cleanliness to the utmost satisfaction of Institute authorities.

**(t) Minimum eligibility Criteria**

DTU Delhi has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

<b>S. No.</b>	<b><u>Criterion</u></b>	<b><u>Documents to be provided</u></b>
1.	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
2.	The bidder should be in cafeteria / catering business for not less than three years before 31/07/2019. Bids of firms which are not in existence / cafeteria / catering business for 3 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
3.	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2021-22 , 2020-21,& 2019-20)	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp, alongwith a copy of balance sheet.
4.	The bidder is required to submit license of his/her firm for running cafeteria obtained under FSSAI act 2006 along-with his technical bid.	License for running Cafeteria (asper FSSAI act 2006)
5.	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Attested copy of PAN/GIR Card (b) Attested copy of Goods & Service Tax registration certificate
6.	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	(a) Attested copy of the Employee Provident Fund registration letter / certificate. (b) Attested copy of the Employee State Insurance registration letter / certificate.

7.	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in <b>Annexure-‘C’</b>
8.	The bidder should have a registered Office at Delhi.	Details and Relevant document (any document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI))
9.	Bidder should have provided annual cafeteria service to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/ Central & State Educational Institutes of repute satisfactorily.	Certified Work/ Supply Orders /Agreements for award of running cafeteria in support of past orders / contracts with Government clients / PSU / Public Sector Companies / Banks / Central & State Educational Institutes of repute. The Contractor will have to furnish contact numbers of authorities from concerned organization for verification of successful / satisfactory completion of such work.
10.	MCD Health Trade License	The Successful bidder will produce MCD Health Trade License within 15 days from the issuance of letter of Award and in addition to the same, <b>“THE BIDDER WILL SUBMIT THE EXISTING MCD HEALTH LICENSE WHEREVER THEY ARE/HAVE PROVIDING/PROVIDED THE SERVICES IN THE PAST THREE PRECEDING YEARS ALONG WITH THE TECHNICAL BIDS.”</b>
11	Bidder must have an ISO certificate.	Self-attested copy of ISO Certification.

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

**(u) Evaluation Criteria: -**

a. Technical bids will be opened first and evaluated based on the documentary and evaluation criteria including minimum eligibility criteria stipulated in the tender document. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids along with EMD of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.

**b. As per the price bid format, bidders will bid for the License fee and the H-1 bidder (highest price offering bidder) will be awarded the contract for running the cafeteria.**

c. No ambiguity should be there in the quoted price and the rate must be as per the price bid format. Conditional offer or the proposal not furnished in the format attached at **Annexure 'D'** shall be considered non-responsive and is liable to be rejected.

## **Special Terms and Conditions**

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit DTU Delhi and acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. **Minimum Wages and Social Security Provisions.** The minimum wages payable and other statutory obligations related to social security will be at the sole liability of the Contractor / Service Provider:

3. **Contract Implementation.**

(a) Sub-contracting of the work will not be allowed.

(b) Persons below the age of 18 years shall not be engaged for the work. The contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.

(c) **Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.**

- (d) The contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the contractor to effect payment to the affected person(s).

#### 4. **Termination of Contract.**

- (a) Institute reserves the right to terminate the contract at any time without assigning any reason.
- (b) The contract can be terminated with two months' notice on either side.
- (c) In case the contractor fails to respond to the instructions given by DTU Delhi authorities even after 48 hours, the contract may be summarily terminated by DTU Delhi without any notice.
- (d) In case of violation of any of the terms and conditions under this contract by the contractor, DTU Delhi shall terminate the contract and the security deposit of the contractor shall be forfeited to the extent of loss, damage, penalty against such violation. In case the loss, damage, etc, suffered by DTU Delhi is over and above the quantum of amount of security deposit, DTU Delhi shall have the right to recover the balance amount by lawful means.
- (e) In case of any default in remittance of statutory dues like EPF, ESI and GST by the contractor or non-compliance of provisions under the Labour Act, the contract is liable to be terminated. Any expenditure incurred by DTU Delhi attributable to the fault of the contractor or the manpower deployed by him, such expenditure will be adjusted out of the security deposit and DTU Delhi shall have the right to recover the balance amount by lawful means.
- (f) In case of any loss suffered by DTU Delhi due to gross negligence and dereliction of duty by the manpower deployed by the contractor, the contractor shall take action forthwith and make good such loss incurred by DTU Delhi. Besides, the contractor shall terminate such manpower and take remedial measures to avoid recurrences. A report on the action taken by the contractor shall be submitted to DTU Delhi authorities within a week. Failure to adhere to the above, the contract shall be summarily terminated and loss will be recovered from the contractor.
- (g) The successful agency / firm / company will have to deposit a **refundable interest free Bank Guarantee of 03 times of monthly License fee and a security deposit Rs. Ten lakh (Rs 10,00,000/-) security deposit against Fixture & Equipment, two in total** at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank in the form of Performance Bank Guarantee (PBG) in favour of Registrar, DTU Delhi. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days.
- (h) Deductions shall also be made from contractor's performance security during implementation of the contract that may become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.

#### 7. **Safety & Insurance.**

- (a) The contractor shall follow safety procedures in all respects.

- (b) The contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The contractor will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check-up of appropriate medical authority identified by DTU Delhi. Unfit personnel will not be deployed by the contractor. The expenditure on this effect will be paid by the Contractor.
- (d) The contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

## **8. Security**

- (a) The contractor and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the contractor at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.
- (b) The security office will maintain register for the contractor's workmen and obtain their signature/thumb impression while coming "IN" and going "OUT" or as the case may be. Mobile phones will not be allowed to be carried while on duty. The same will be deposited with the security at the gate.
- (c) The contractor shall be bound by all security procedures followed at DTU Delhi and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the contractor's persons shall be contractor's responsibility.
- (d) The contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (e) Institute reserves right to disallow any or all of the contractor's men from being deployed inside the institute campus without assigning any reason.
- (f) In the event of any damage to the property of the institute or life of its employees and/or their dependents the contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the contractor at market value out of his monthly bill or PBG.

## **9. Statutory Obligations**

- (a) The contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect

of the contracted work and all staff employed by him at his own cost and risk, including the following:

- (i) Contract Labour (Regulation and Abolition) Act 1970
  - (iii) Contract Labour (Regulation & Abolition) Central Rules 1971
  - (iv) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
  - (v) Minimum Wages Act 1948
  - (vi) Minimum Wages (Central) Rules 1950
  - (vi) Employees' Compensation Act 1923
  - (vii) The E.P.F. and Miscellaneous Provisions Act 1952
  - (viii) Employees State Insurance Act 1948
  - (ix) The Child Labour (Prohibition and Regulation) Act 1986

**(b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the contractor shall be borne by the contractor himself.**

- (i) If a bidding firm/contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarment of the firm, shall be initiated.

- (c) **Indemnity Clause.** The contractor shall indemnify DTU Delhi against any litigation arising from violation of statutes, laws and rules during operation of the contract. The contractor shall conduct all legal proceedings as may be necessary without any cost to the Institute. If due to any reason whatsoever, DTU Delhi management is made liable to pay any liabilities of the contractor under any of the said laws etc, the same shall be recovered from the dues payable by DTU Delhi to the contractor and/or from the security deposit(s) furnished by him. The contractor has to execute an indemnity bond stating "**The Contractor indemnifies DTU Delhi of any issues arising on account of running cafeteria at DTU Delhi**" at the time of signing the contract.

**10. General**

- (i) The persons employed by the contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.

- (j) If any employee of the contractor is found to have committed misconduct or misbehavior, the institute at its sole discretion, may direct the contractor to remove such employee and the contractor shall remove such employee(s) without questioning the decision of the institute. Any claim by such workmen shall be fully discharged by the contractor.
- (k) The personnel deployed by the contractor will not become member of any trade union of the Institute. If the personnel employed by the contractor indulge in union activities which affect the service obligation of the contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (l) Further, the personnel deployed by the contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (m) The personnel deployed by the contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (n) No housing/accommodation will be provided by the institute to the personnel deployed by the contractor unless otherwise specifically provided in the contract.

11. **Force Majeure.**

Neither the DTU Delhi nor the contractor shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for a period of six months, the two parties shall consult with each other regarding the future implementation of the agreement.



**Information to be submitted along with the bid is as follows: -**

<b>S. No</b>	<b>Criteria</b>	<b>Document produced</b>	<b>Page no of technical bid</b>
1.	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.		
2.	The bidder should be in Cafeteria business for not less than three years before 31/05/2022.		
3.	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2021-22, 2020-21 & 2019-20), along with a copy of balance sheet.		
4.	The Bidder is required to submit license of his firm for running cafeteria / mess obtained under FSSAI act 2006.		
5.	Bidder should be registered with Income Tax and Goods & Service Tax departments.		
6.	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition) Act.		
7.	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.		
8.	The bidder should have a registered Office for Cafeteria at Delhi.		
9.	Bidder should have provided annual cafeteria service to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/Central & State Educational Institutes of repute satisfactorily.		
10.	MCD Health Trade License: The Successful bidder will produce MCD Health Trade License within 15 days from the issuance of letter of Award and in addition to the same, <b>“THE BIDDER WILL SUBMIT THE EXISTING MCD HEALTH LICENSE WHEREVER THEY ARE/HAVE PROVIDING/PROVIDED THE SERVICES IN THE PAST THREE PRECEDING YEARS ALONGWITH THE TECHNICAL BIDS.”</b>		
11.	The bidder must participate in the scheduled pre-bid meeting and site visit (Refer NIT).		
12.	Self-attested copy of ISO Certification.		

**Declaration**

I/We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by DTU Delhi for at least 3 years.

Date:  
Place:

Signature with Seal of Authorized Signatory

**NOTE: All the documents provided in technical bids must be self-attested for the qualification of the bidder.**

**DETAILS ABOUT THE BIDDER / COMPANY**

1.	Name and address of applicant *	
2.	Telephone No./Fax No./email address	
3.	Legal status (Attach copies of original document defining the legal status). a) One Person Company b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particulars of registration with registrar of companies ESI, EPF, Goods & Service Tax etc. (Attach attested photocopies) a) Registration Number b) Place of Registration	
5.	Name and title of Directors and officers with designation who will be directly concerned with this work.	
6.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details.	
7.	Any other information considered necessary but not included above.	

**\* Complete details of clients of the tenderers must be enclosed with the Technical bid. Clients' addresses, name(s) of contact person(s) with phone numbers must be listed in the enclosure. The Tender Committee may carry out surprise visits to establishments/ facilities serviced currently by the tenderers for verification.**

**SELF-DECLARATION – NO BLACKLISTING**

(Date)

The Deputy Registrar (GA)

DTU Delhi,

Dear Sir,

**Ref: Tender for providing cafeteria facility at DTU Delhi**

In response to the Tender Document for providing cafeteria services at DTU Delhi. I /We hereby declare that presently our Company/ firm\_\_\_\_\_is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm\_\_\_\_\_is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Place:

Signatures\_\_\_\_\_

Date:

Name\_\_\_\_\_

Seal of the Organization

**PRICE BID**

<b><u>Sl. No.</u></b>	<b><u>Description</u></b>	<b><u>Rate offered (INR) per Month</u></b>
(A)	Monthly License Fee for running cafeteria facility at DTU Delhi	

**Minimum License Fee reserved at Rs. 68,016/-**

**Notes: -**The bidder is to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the tender document before quoting the rates. The highest bidder will be given the contract to run the cafeteria. The price bid is to be submitted in the financial quotation / BOQ only.

**Signature of the Contractor with seal**

**List of Items**

**(The items and their indicated Rates are purely representational. The final item list and prices may differ based upon a mutual acceptance between Institute authorities and the Contractor)**

<b>S.No</b>	<b><u>ITEM DESCRIPTION</u></b>	<b><u>RATE IN INR</u></b>
1	Tea (100 ml) (No readymade tea)	30
2	Coffee (100 ml) (Filter or Instant coffee)	50
3	Milk (200 ml) (Flavoured Milk)	70
4	Ice-Cream & Cold Drink	70
5	Juice	50
6	Aloo/Gobi/Onion/Mix Veg/Paneer Paratha	75
7	Tandoori Naan	50
8	Dal Makni with Rice	150
9	Naan with Dalmakni /Shahi Paneer	200
10	Special Thali	300
11	Veg / Paneer Franky	50
12	Paani Puri, 04 Pcs	60
13	Bhel Puri	75
14	Aloo Tikki	80
15	Veg Fried Rice	135
16	Kulcha with Choley	190
17	Bhalla Papdi	120
18	Chole with Rice	135
19	Chilli Paneer	170

20	Paneer Tikka-6 Pics, Standard Size	200
21	Raj Kachori	130
22	Choley Bhature	150
23	Pao Bhaji	150
24	Noodles	170
25	Rice with Kadi & Pakoda	150
26	Veg/Paneer Manchurian dry	170
27	Rajma with Rice	150
28	Idli Sambhar	110
29	Masala Dosa	125
30	Bengali Rasgulla	30
31	Gulab Jamun	30
32	Rasmalai	45
33	Jalebi-100 gm	50
34	Lassi	60
35	Matka Kulfi	90
36	Burger	70
37	Veg Sandwich/Aloo Sandwhich	110
38	Pasta-in Cheese Sauce	300
39	Pizza-Small Size	150
40	Pizza-Medium Size	200
41	Pizza-Large Size	300
42	MultiGrain Bread Butter	50
43	French Toast	60
<b>Others items may be introduced in due course with Prior Permission of DTU and prices may differ based upon a mutual acceptance between Institute authorities and the Contractor</b>		

**Penalties/ Fine****Annexure 'F'****(The penalty will be deducted out of monthly bill payable to the Contractor in case of violation/s)**

<b><u>Violation</u></b>	<b><u>Penalty per complaint</u></b>
Violation of any other tender term not mentioned below	Rs.5,000/-
Cockroaches, flies, insect etc., in items	Rs.10,000/-
Usage of spoiled/stale food ingredients eg: rotten Vegetables, infected grains, expired items.	Rs.10,000/-
Poor maintenance/tampering with institute property	Rs.5,000/-
Presence of unwanted items in food: Harmful items like blade, glass, metal wires, nails, pieces of plastics etc.	Rs.10,000/-
Three or more complaints related to cleanliness in a day/week	Rs.5,000/-
Certain item was not cooked properly / overcooked / extra spicy / extra oily	Rs.5,000/-
Food poisoning	Forfeiture of PBG and cancellation of contract
Non adherence to the timings mentioned in the tender	Rs.5,000/-
Changes in listed items without permission of DTU Delhi	Rs.5,000/-
If the quality of items is not found to be appropriate, or it is diluted.	Rs.5,000/-
Inappropriate personal hygiene of workers	Rs.5,000/-
Failure to maintain a proper health checkup of the workers	Rs.10,000/-
Using / storing brands not mentioned in the contract without prior permission	Rs.5,000/-
Noncompliance with workers dress Code / Uniform	Rs.5,000/-
Use of spurious brands, goods or accessories in preparation / presentation	Rs.10,000/-
Damage to Institute infrastructure	Rs.5,000/-
Possession or consumption of Tobacco items as mentioned in RFP	Rs.5,000/-

**List of Permissible brands**

<b><u>Item</u></b>	<b><u>Brand</u></b>
Salt	Tata, Annapurna, Nature fresh, Ashirvaad, Saffola, Captain cook, Patanjali
Spices	M.D.H. Masala, Knorr, Catch, Everest, Mothers, Nilons, MTR, Priya, Patanjali,
Chicken	Venky's Chicken, Godrej Real good, Zorabian, Suguna, Al Kabeer
Ketchup	Maggi, Kissan, Heinz, Del Monte, Surabhi, Sam's, Ching, Patanjali
Oil (Sunflower)- Refined	Sundrop, Godrej, Saffola, Fortune, Nature Fresh, Dhara, Patanjali <b><u>use of Hydrogenated (vanaspati) oil is strictly prohibited</u></b>
Pickle	Mother's, Priya, Tops, Nilon's, MTR, Bedekar
Atta/ Maida	Ashirvaad, Pillsbury, Annapurna, Samrat, Nature fresh, Patanjali, Shakti, Bhog
Instant Noodles	Maggi, Top Ramen, Yippee, Ching's secret, Patanjali
Flavoured drinks	Rasna, Roohafza, Mapro, Patanjali
Papad	Lijjat, Ganesh, Shreeji, Ramdev, Mothers
Butter	Amul, Mother dairy, Govardhan, Britannia, Kwaliti, Warana (use of margarine or any other butter substitutes are prohibited)
Bread	Modern, Kwaliti, Wibs, Britannia, Bonn, Harvest Gold
Cornflakes	Kellogg's, Patanjali
Cornflakes flavoured	Kellogg's
Jam	Kissan, Tops, Cremica, Mapro, Druk, Maggi, Surabhi, Mother's
Ghee	Amul, Mother Dairy, Britannia, Gits, Nestle, Everyday, Dynamix, Vadilal, Warana
Shrikhand	Amul, Warana, Chitale
Frozen yogurt	Mother dairy
Cow Milk(Half Cream/nontoned)	Amul, Mother Dairy, Govardhan, Warana, Kwaliti



Paneer	Amul, Mother Dairy, Warana, Gowardhan
Tea	Brooke bond, Lipton, Tata, Tetley, Godrej
Coffee	Nescafe, Bru, Tata, MR
Ice Cream	Amul, Mother Dairy, Kwaliti wall's, Natural's, Havmor, Vadilal, Patanjali. Dinshaw's, Cream bell
Soya	Nutrela
Frozen Peas	Safal (offseason), Al kabeer, Vadilal
Cheese	Amul, Mother Dairy, Britannia, Warana, Govardhan
Kolum Rice	Royal, Donur, Kohinoor, India gate
Basmati Rice for special rice	Every-day, Daawat
Custard Powder	Brown & Polson
Sauce (Chilli , Garlic , Soya, Manchurian, Tomato)	Chings, Heinz, Maggi, Kissan , Sam's, Cremica, Tops
Toor Dal / Masoor Dal / Urad Dal / Chana Dal	Tata, India gate, MTR Packed materials from Metro / D mart / Big Bazaar / Big basket
Sugar	Madhur, Mantra, Satyam, MTR Packed materials from Metro / D mart / Big Bazaar / Big basket
Corn flour / Rava	Satyam Packed materials from Metro / D mart / Big Bazaar / Big basket

**List of Equipment and Furniture at Cafeteria Near Pargya Bhavan (Inventory) provided by DTU**

<b>Sr.No.</b>	<b>Description of Item</b>	<b>Qty.</b>	<b>Unit</b>
1	Stainless Steel Display Counter Over all size 48"x28"x48"	1.00	Nos.
2	Hot Bain Marie over all size 72"x24"x34"	2.00	Nos.
3	Visi Cooler over all size 48"x30"x84"	1.00	Nos.
4	Pizza Oven over all size 36"x18"x18"	1.00	Nos.
5	Stainless steel Work Table with Two U/Shelf over all size 72"x24"x34"+6"	1.00	Nos.
6	Stainless steel Work Table with Two U/Shelf over all size 60"x24"x34"	2.00	Nos.
7	Stainless steel Salamander over all size 36"x18"x16"	1.00	Nos.
8	Stainless steel Sandwich Griller over all size 24"x16"x12"	1.00	Nos.
9	Stainless steel Pickup counter with OHS over all size 72"x24"x34"+16"+12"	1.00	Nos.
10	Stainless steel Pickup counter with OHS over all size 60"x24"x34"+16"+12"	1.00	Nos.
11	Stainless steel Dish Landing Table With Garbage sute over all size 18"x36"x34"	1.00	Nos.
12	Stainless steel Two Sink Unit over all size 44"x24"x34"x6"	1.00	Nos.
13	Stainless steel Pot Rack over all size 36"x18"x72"	2.00	Nos.
14	Stainless steel Work Table With U/Self over all size 24"x30"x34"+6"	1.00	Nos.
15	Stainless steel Chinese Range over all size 60"x30"x34"+6"	2.00	Nos.
16	Stainless steel Two Burner Indian Range over all size 48"x24"x34"+6"	1.00	Nos.
17	Stainless steel Table with Sink Unit over all size 42"x24"x34"	1.00	Nos.
18	Stainless steel Dosa Bhatti over all size 48"x24"x34"+6"	1.00	Nos.
19	Stainless steel Work Table With Two U/Shelf over all size 24"x24"x34"+6"	1.00	Nos.
20	Stainless steel Exhaust Hood with Filter over all size 72"x36"x18"	1.00	Nos.
21	Stainless steel Exhaust Hood with Filter over all size 162"x36"x18"	1.00	Nos.
22	Stainless steel Hand Wash Sink over all size 72"x24"x34"+6"	1.00	Nos.
23	Stainless steel Drainage Jali all size	70.00	R/Ft.

24	Providing & placing cafeteria table	20.00	Nos.
25	Cafeteria chair. Seat of PP shell, overall height of chair 800mm, seat width 400mm & depth 390mm. Base having nylon stand with four legs	75.00	Nos.
27	35 mm Flush door shutter with 1mm thick mica on both sides with aluminum frame i/c fittings etc	2.00	Nos.
28	12mm thick toughened glass partition with glass door (Double Door) with lock	2.00	Nos.
29	UPVC Window (With glass and Mosquito mess)	4.00	Nos.
30	Awning chajja installed with assembly	8.00	Nos.
32	Floor Mounted EWC (Size: 70 x 37 x 76 cm)	1.00	No.
33	Urinal (Size: 31 x 37 x 64 cm)	1.00	No.
34	Pillar cock Tall	4.00	No.
35	S.S. Angle cock "Classic"	6.00	Nos.
36	S.S. Health faucet	1.00	No.
37	of Push Angle cock	1.00	No.
38	Wash Basin	1.00	No.
39	Looking Mirror	2.00	Nos.
40	Waste coupling	2.00	Nos.

All wall and floor tiles fixed and white wash work completed.

**Junior Engineer, Civil**

**List of Electrical Items fitted in the Cafeteria by DTU**

S.No.	LOCATION	WIRING POINT	Ceiling light 18Watt	BOX TYPE FITTING (LED 36 Watt)	CEILING FAN (Orient )	FAN REGULATOR	FLOOD LIGHT	POLE BOX	SPN DB 10 to 16 A, Curve -C	TPN MCB 63A Curve-C	Switch and Socket outlet POWER PLUG
1	Outside Room	32	52	6	6	12	4	4	36	6	26 (3M)
2	Inside Room no.- 2	10	-	-	3	-	-	-	18	-	26 (3M)
3	Entry Room Back Side no.- 3	10	-	-	3	-	-	-	-	-	25 (3M)
											06 (12 M)
	<b>TOTAL</b>	<b>52</b>		<b>6</b>	<b>12</b>	<b>12</b>	<b>4</b>	<b>4</b>	<b>54</b>	<b>6</b>	<b>83</b>

- (1) Distribution Board- 8 way outgoing - 100 Amps- 2 No  
(2) Distribution Board- 6 way outgoing - 100 Amps- 1 No



