



दिल्ली विश्वविद्यालय UNIVERSITY OF DELHI

उत्तरी परिसर , दिल्ली - 110007 NORTH CAMPUS, DELHI - 110007

TENDER DOCUMENT निविदा दस्तावेज़

For

“For providing Canteen Services”

At

North Campus, University of Delhi, Delhi – 110007,

through Bidding on GeM Portal

2024

NOTICE INVITING TENDER (NIT)

The University of Delhi invites online bids from eligible bidders for “**Canteen services**” at **North Campus, University of Delhi, Delhi-110001 through Bidding on GeM**”.

The documents can also be downloaded from the DU Website: <https://du.ac.in> (for reference only). Other Details are as under:

Sr. No.	Item	Description
1	Scope of work	Providing Canteen services at Academic Research Centre (ARC) Building , (Opposite Khalsa College) North Campus, University of Delhi, Delhi-110007
2	Tender Fee	Tender Fee –NIL as per Rule-161 of GFR-2017
3	Publish date	As per GeM Bid
4	Availability of bid documents	1. GeM Portal: 2. DU Website: https://du.ac.in (only for reference)
6	Last Date for submission of bid	As per GeM bid
7	Date of opening of Technical bid	As per GeM bid
8	Earnest Money Deposit	Rs. 20,000 (Exemption as per Govt. Norms)
9	Address for communication	The Section Officer (Estate), Room No. 110, First Floor, Administrative Building, North Campus, University of Delhi, Delhi - 110007

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SECTION-I
INSTRUCTIONS TO BIDDERS

PART-I: GENERAL:

1. Definitions and Abbreviations

- a. **“DU”** shall mean the University of Delhi;
- b. **“Authority”** shall mean the Competent Authority of the University of Delhi;
- c. **“Bid”** means the Technical Bid and Financial Bid, which consists of the documents as stipulated in this tender for the services required.
- d. **“Bid Submission End Date”** means the last date and time of Bid submission as indicated in this tender document of on GeM Portal for the respective Tender.
- e. **“Bidder(s)”** shall mean any entity that has submitted a Bid online.
- f. **“Financial Proposal/ Bid”** shall mean the price bid submitted by Bidder in BOQ file.
- g. **“Instructions to Bidders”** shall mean the document which provides the interested Bidders with all the information required to prepare their Bids including the details of the eligibility criteria and the process for the selection of the successful Bidder.
- h. **“GeM Portal”** means the Government E-Marketplace Portal of the Government of India, which facilitates all the Central Government Organizations to publish their Tender Enquiries, Corrigendum and Award of Contract details and facilitates e-tendering.
- i. **“GFR, 2017”** shall mean General Financial Rules, 2017;
- j. **“GoI”** shall mean the Government of India;
- k. **“Owner”** means **“University of Delhi”** (DU) with which the Selected Bidder shall sign the Contract for providing the Services envisaged under this TENDER;
- l. **“Service Provider/Contractor”** means the selected bidder with which the DU shall sign the Contract for providing services envisaged under this TENDER.
- m. **“TENDER”** means the following document issued by DU to the prospective Bidders for “PROVIDING Canteen Services”, at North Campus, University of Delhi. Any Corrigendum(a) / Amendment(s) / Clarification(s) to the TENDER issued by DU subsequent to the issue of the TENDER shall be an integral part of the TENDER document;
- n. **“Scope of Work”** (SoW) means the objectives, the activities, the tasks to be performed and the respective responsibilities of DU and the Service Provider

under the Project. It also includes the SLA, as is mentioned in detail as mentioned in this TENDER.

- o. “Selected Bidder”** shall mean the Bidder(s) who signs the Contract with the Owner for providing the supply of cantering services envisaged under this TENDER;
- p. “Services”** shall mean and include catering services at DU North Campus, Delhi - 110007 ;
- q. “SLA”** shall mean the Service Level Agreement;
- r. “Agreement/ Contract”** means the standard contract agreement provided in Annexure-V of this TENDER which is to be signed between the Owner and the Service Provider for undertaking the Project;
- s. “Tender”** shall have the same meaning as TENDER in this tender document.
- t. “Technical Proposal/ Technical Bid”** shall mean the technical proposal submitted by Bidder in response to this tender.

2. Procedure for Submission of online Bids on GeM Portal:-

- i) The Bidders are required to be registered in the GeM portal website: <https://gem.gov.in/>. under the relevant category for participating in this TENDER for **Procurement** of Canteen services required for University of Delhi.
- ii) Information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in/>

2.1 Preparation of bids

- i) The Bidder shall consider all Clarification(s)/Corrigendum(a)/Amendment(s) etc. published on this Tender before submitting their Bids.
- ii) The Bidder shall go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the Bid. The number of packets in which the Bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted are to be noted. Any deviations from these may lead to rejection of the Bid.
- iii) Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in PDF format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. However, the Bidder must ensure that the documents submitted are legible and in compliance with the provisions of GeM & Custom bid.
- iv) The Bidder shall consider all this and conditions including norms for participation in the GeM Portal.

2.2 Submission of bids:

- i) Bidders should log into the site well in advance for bid submission so that they can upload the bid on time, i.e., on or before the bid submission end date. The Bidder shall be responsible for any delay in submission of the Bid due to

any issues. The system will not permit the submission of documents beyond the deadline.

- ii) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this Tender document in compliance with GeM Portal website: <https://gem.gov.in/>
- iii) Bidders are requested to note that they should necessarily submit their Financial Bids in the format provided, and no other format is acceptable. If the Financial Proposal has been given as a standard Bill of Quantities (BoQ) format with the Tender document, then the same is to be downloaded and filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete it with their respective financial quotes and other details (such as the name of the Bidder). Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the Bidder finds the BoQ file modified, the Bid will be rejected.
- (i) An 'Integrity Pact' will also be executed as prescribed by DU/GoI where necessary (Annexure-VIII).
3. **Only one Bid:** A Bidder shall upload only one Bid. If a Bidder submits or participates in more than one Bid, all such Bids shall be disqualified.
4. **Bid Validity:** The Bid must remain valid for a minimum of 180 days after the Bid Submission End Date. This DU may extend the bid validity for administrative requirements at its discretion.
5. **Consortium:** Bids received from consortiums or joint ventures shall be rejected. Subcontracting of any work resulting from the Tender is not allowed.
6. **Tenure of Contract:** Two (02) Years, may be extended on mutual consent and on satisfactory of services after approval of the Competent Authority.
7. **Clarification and Amendment of tender Document:**
 - i) Bidders may request a clarification on the tender document up to the number of days indicated in GeM portal under the relevant Tender, before the Bid Submission End Date. Any request for clarification must be sent by standard electronic means to DU as indicated in GeM portal.
 - ii) At any time, before the submission of Bids, DU may amend the tender terms & condition by issuing an Addendum/Corrigendum/Clarification in writing or by standard electronic means on DU Website/GeM Portal. The Addendum/Corrigendum/Clarification issued shall be binding on all the Bidders.
8. **Preparation of Bid:** The preparation of the Bid as well as all related correspondence exchanged by the Bidders and DU shall be in English.

9. **Tender Fees:** Tender Fee –NIL as per Rule-161 of GFR-2017.

10. **Performance Security/Performance Bank Guarantee:**

- i. The Selected Bidder shall be required to furnish a performance security of 10 times the license fee in the form of an unconditional and irrevocable Bank Guarantee or FDR from a scheduled commercial bank in India, in favour of 'The Registrar, University of Delhi' should remain **valid** for a period of 3 months beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- ii. The Performance Security shall be submitted by the Selected Bidder within 15 (fifteen) days of the notification of the award of the Contract but before the signing of the Contract. DU is at the discretion to verify the instrument from the issuing authority.
- iii. The Selected Bidder has to renew the Performance Security on the same terms and conditions for the period of extension of the Contract, including the claim period therein.
- iv. In the event the Bidder is unable to deliver the Services as per the terms and conditions of the Contract for whatever reason, DU shall have the right to invoke Performance Security. Notwithstanding and without prejudice to any rights whatsoever of DU under the Contract in the matter, the proceeds of the Performance Security shall be payable to DU as compensation for any loss resulting from the Bidder's failure to comply/performance its obligation under the Contract.
- v. DU shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 (thirty) days, indicating the contractual obligation for which the Bidder is in default. DU shall also be entitled to make recoveries from the Bidder's bills, Performance Security, or from any other amount due to inadvertence, error, collusion, misrepresentation or misconduct.
- vi. Performance Security would be returned after successful completion of the tasks assigned to them under the Project and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the Contract.

11. **Submission, Receipt and Opening of Bids:**

- i. An authorized representative of the Bidder shall sign all pages of the original Bid before uploading on the GeM portal. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized representative, indicating that the authorized representative has been duly authorized to sign the Bid. Only one authorized representative will be assigned, and he/she will be required to sign on all the documents as prescribed, and the appended signature will be considered for the legal tenability for subsequent references.
- ii. Bids shall be submitted online only at the GeM portal: <https://gem.gov.in/>, not later than the Bid Submission End Date indicated in the GeM portal under

the relevant Tender number or any extension to this date by DU. Any bid or physical submission documents as specified and received by DU after the submission deadline shall not be considered.

12. **Right to Accept/ Reject the Bid:** DU reserves the right to accept or reject any Bid and to process and reject all such Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision. DU reserves the right to reject incomplete or incorrect Bids at its sole discretion; wrong filing of data on the GeM portal may also result in the rejection of the Bid. Ambiguity of filed data between uploaded document and the GeM portal may also result in the rejection of the Bid.

13. **Public Opening and Evaluation of Financial Bids:**

- i. Financial Bids shall be opened on the date & time specified in GeM Bid.
- ii. DU reserves the right to correct any computational errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), unit cost will be considered as final number and also in case of discrepancy between words and figures, words will be considered as final figure.
- iii. Award of Contract to the qualified Bidder will be done as per the process defined in GeM portal

14. **EMD/Bid Security Declaration:** As per current Government orders, in lieu of EMD, service providers must furnish a Bid Security Declaration (BSD) as per Annexure-II. Bids not complying with these provisions shall be rejected.

SECTION-II

SCOPE OF WORK (SOW)

A reputed Contractor having experience of running a Canteen in a Universities/Govt. Sector/ PSUs/ Educational Institutions including Schools & Colleges/ Private Institutions of repute eligible to apply who can cater to the needs of Students and Officers/ Staff to provide canteen facility/ services wholesome, hygienic cooked, FSSAI Certified packaged food and food items to students and University Officers and Staff of North Campus of the UNIVERSITY OF DELHI as per terms and conditions of the tender, offer letter and agreement of contract and at the fixed rates. The proposed canteen is located at North Campus, University of Delhi, Delhi-110007.

The proposed Canteen is required to serve tea/coffee/cold drinks, snacks, high tea, Breakfast, and Lunch etc. to students/university staff/visitors and also provide its services for various official meetings, programs, seminars, and functions organized by the University from time to time. In addition, people visiting Delhi University in connection with various academic activities of the University also avail of these services.

The contractor shall collect the payment directly from the students/ staff/faculty/ officers for canteen services. The UNIVERSITY OF DELHI will pay only those bills that will be ordered by the UNIVERSITY OF DELHI Administration by way of a written order to provide the High Tea/ Tea/ Cold Drinks/ Snacks, etc., for official purposes as and when required.

Canteen arrangements and services will be provided by the contractor during regular office hours in the academic & admin blocks, Official meetings, which may include tea & snacks, High Tea/Tea/Cold drinks/Juices, etc.

It is assumed that about 500-1000 students/staff will be the consumers in the Canteen. However, this number may vary, and the DU or its authorities do not guarantee in this regard.

SECTION - III

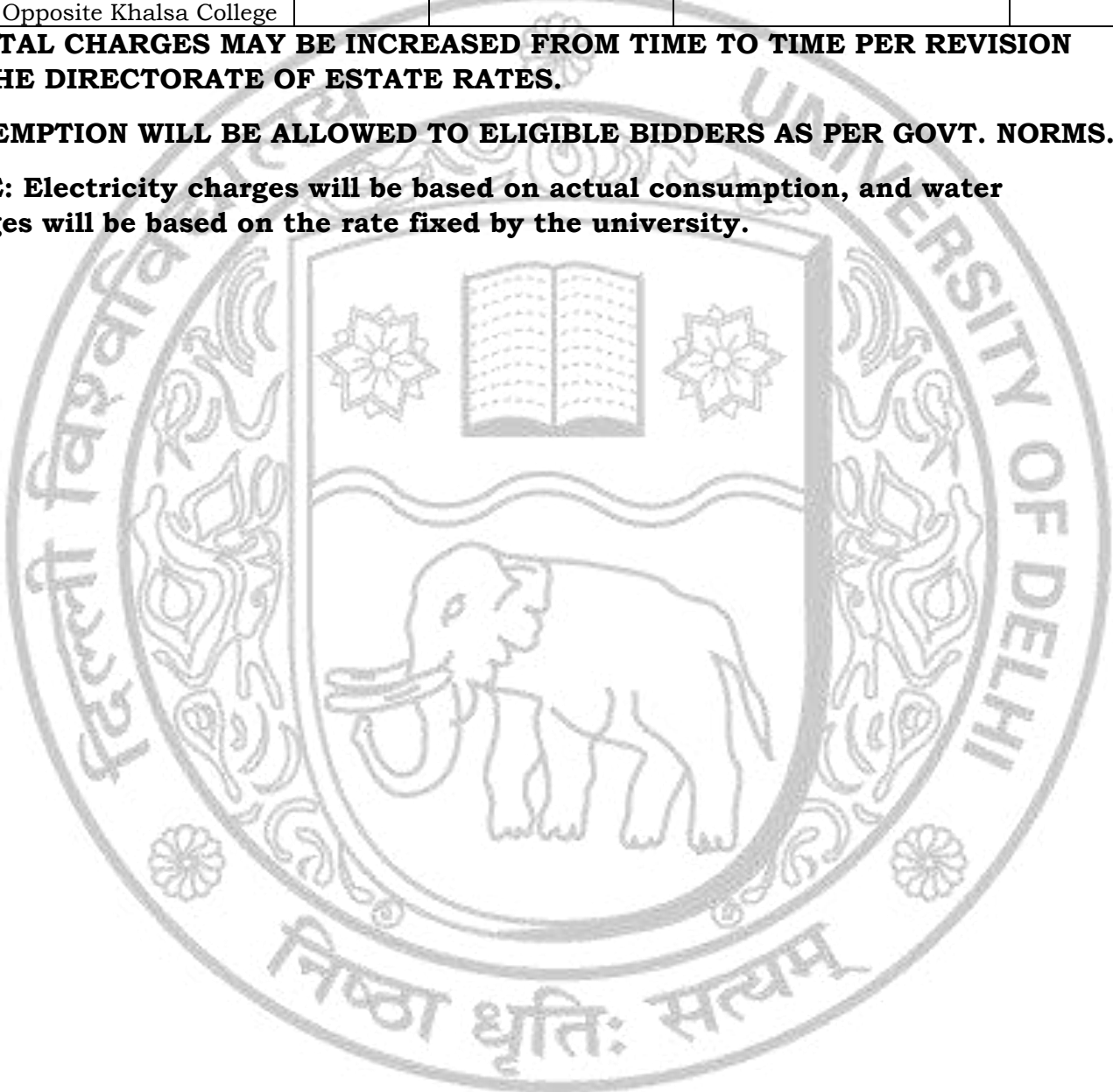
SPACE AVAILABLE FOR UTILITY SERVICES AT NORTH CAMPUS, UNIVERSITY OF DELHI

S.No.	Name of Department	Space (Kitchen Area)	Utility	*Rental Charges Per Month (Excluding electricity, water and GST 18%)	EMD#
1.	Academic Research Centre (ARC) Building Opposite Khalsa College	19.54 m ²	Canteen Services	@ 940 x 19.54 = 18,367/-	Rs. 20,000

***RENTAL CHARGES MAY BE INCREASED FROM TIME TO TIME PER REVISION OF THE DIRECTORATE OF ESTATE RATES.**

EXEMPTION WILL BE ALLOWED TO ELIGIBLE BIDDERS AS PER GOVT. NORMS.

NOTE: Electricity charges will be based on actual consumption, and water charges will be based on the rate fixed by the university.



SECTION – IV
ADDITIONAL TERMS AND CONDITIONS (ATC)
(FOR CANTEEN SERVICES)

1. The university invites online bids through (GeM) to provide canteen facilities at North Campus, University of Delhi. The bids received in Offline Mode/ Through Dak/ By Hand will be similarly rejected without any reason being assigned.
2. The bidder must have to submit/attached/upload a copy of the following valid documents/certificates issued by Govt. of India:
 - 2.1 Permanent Account Number (PAN)**
 - 2.2 GST (Exempted if turnover below 10 lakh)**
 - 1.1 License from FSSAI**
 - 1.2 Registration with Delhi Shops and Establishments Act.**
 - 1.3 Income Tax Return (Last three financial years)** (Exempted if, income below exemption limit, will have to produce income certificate issued by SDM, Revenue Department)
3. **Turn Over:** Bidder should have an annual turnover of Rs. **10 lakhs** each during the last 03 financial years (2021-22, 2022-23 & 2023-24). It does not apply to tea/snack corners (small shops). **(Exemption will be allowed to the eligible bidders as per Govt. norms.)**
4. **Experience:** Bidder should have at least 3 years experience during the last 05 years with a satisfactory report for providing catering/ cafeteria/ canteen/ mess services in Universities/Central & State Govt. Organizations/Autonomous Bodies/PSUs./Enterprises. It does not apply to tea/snack corners (small shops). Further exemption will be allowed to the eligible bidders as per Govt. norms.
5. **Earnest Money Deposit (EMD)** The bidder must submit an EMD, as mentioned in the **tender document**, in favour of The Registrar, the University of Delhi, along with the technical bid. EMD in the form of Demand Draft/ Pay Order should be valid for 6 months which can be, if required, further renewed for 3 months. **The EMD will be interest-free. (Exemption will be allowed to the eligible bidders as per Govt. norms).**
 - 5.1 The EMD should reach to the Estate Section, Room No: 110, 1st Floor, New Administrative Block, University of Delhi, Delhi-110007, before the closing date and time of bid submission. Any quotation received against this tender shall be governed by the terms and conditions indicated in the tender document.
 - 5.2 The Earnest Money Deposit would be returned to the successful bidder only after he submits the Performance Security Deposit.
 - 5.3 EMD shall be returned to the unsuccessful tenders within 30 days without interest after the award of the work is issued to the contractor.
6. **Performance Security Deposit:** The bidder who is awarded the contract must submit **10 times the license fee as a Performance Security in the form of a Bank Guarantee in favour of the Registrar, University of**

Delhi, for a period extending 3 months beyond the valid period of the initial tender, i.e., 1 Year 3 months or 2 Years, 3 Months etc.

The Security Deposit shall only be released after three months of the close of the contract on submission of No Dues/ Clearance from all concerned Authorities of the University and on satisfactory completion of the contract.

7. **Agreement document:** 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 the award of the work. The Licensee shall furnish an indemnity Bond on Non-Judicial Stamp paper of Rs.100/- only as per Performa enclosed.
8. **Responsibilities & Liabilities of Tenderers / Contractors / Agencies/ Companies etc.** 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 OF DELHI, before tendering.
 - 8.1 The License shall be absolute '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.
 - 8.2 The Licensee should have a valid PAN number in the name of the proprietor or firm. (Copy should be enclosed along with technical bid)
 - 8.3 Any replacement alteration or repair required 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.
 - 8.4 As soon as the term of the agreement expires or the agreement is otherwise terminated, the Licensee shall make the full and final payment for the consumption of water and electricity to the University.
 - 8.5 In case of any shortage or breakage, the Licensee shall get it repaired to the satisfaction of the UNIVERSITY OF DELHI authorities; otherwise, the loss thereof shall be recovered from the Licensee.
 - 8.6 The Licensee shall equip the Canteen with decent crockery sufficient to serve 500 persons simultaneously to the satisfaction of the nominated Officer/ Committee of UNIVERSITY OF DELHI. Similarly, good stainless-steel utensils will be used to serve breakfast, lunch, snacks, etc.
 - 8.7 The Licensee shall arrange the LPG Cylinders/ PNG (commercial) connection at his own cost. The gas lines shall be maintained by the agency, and repairs, if required, shall be done by the Licensee at his own cost with superior quality materials with the prior permission of the UNIVERSITY OF DELHI.
 - 8.8 **Payment of License Fee/ Rental & Govt. Taxes:**
 - 8.8.1 The Licensee shall pay the **License fee @ Rs. 940/- per sqm (shall be revised as per Directorate of Estate orders issued from time to time)** for the **canteen occupation area sqm (i.e.**

Kitchen Area + Store Area) with GST 18% (9% CGST+9%SGST). The License Fee per month for said premises shall be paid in advance on a half-yearly basis (for six months) on an accrual basis before the 7th day of the month. The licensee will be liable to pay the license fee with Govt. applicable taxes (imposed from time to time) on time whether the monthly bill has been or has not been generated.

8.8.2 **Payment of Other Charges:** The Electricity and Water charges will be payable monthly by the licensee as per actual monthly consumption for which a separate sub-meter will be installed. The Electricity & Water Charges shall be payable by the Licensee before the 7th day of every month.

8.8.3 All payments to the University shall be made through NEFT / RTGS. No cheques will be accepted.

8.8.4 The rates are inclusive of all taxes as applicable and nothing extra shall be payable on this account. The Licensee shall be responsible for all such Statutory obligations regarding payment of taxes to concerned Authorities.

8.8.5 All the dues amount, such as License fees/ Electricity/ Water Charges etc., should be paid on the due date. Otherwise, penalty and/ or penal interest shall be payable on the overdue amount.

8.9 **Facilities to be provided by Licensee (Applicable as per space provided by the University):**

8.9.1 **Drinking Water:** To ensure safe & potable drinking water, the licensee shall arrange an RO filter.

8.9.2 **Washbasin:** To ensure the availability of a handwashing facility near the allotted space with liquid hand wash/ soap to wash the hands.

8.9.3 **First Aid Kit:** The First Aid Kit should be available at shops for any emergency/ unfortunate situation.

8.9.4 **Sitting Facilities:** Adequate nos. of tables and chairs should be available for students.

8.9.5 **Fan & Light Facilities:** The licensee will provide the basic facilities of Fan & Light in the sitting area of students in the canteen/ shop.

8.9.6 **Display Board/ Signage:** The rate list/ drinking water area/ washing/ serving area/ payment collection area should be displayed in a proper manner.

8.9.7 **Queue management:** The queues of the students should be managed properly.

8.9.8 **Mosquito/Flies Trappers:** The mosquito/ flies trappers should be inside the canteen/shop.

8.10 **Quality of Food, storage & Cleanliness:**

- 8.10.1** The food shall be cooked, stored, and served under hygienic conditions. The Licensee shall ensure that only freshly cooked food is served and that stale is not recycled. Stale food shall be removed from the Canteen premises as soon as possible. Un-refrigerated cooked food, not consumed within three hours in summer months and six hours in winter months shall be deemed to be stale and unfit for consumption.
- 8.10.2** The cooking oil/ butter/ ghee/ other items shall be of standard quality and brand-certified by the FSSAI.
- 8.10.3** 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.
- 8.10.4** No non-vegetarian food shall be brought, cooked, or served in the canteen except eggs. Any violation of this is liable to termination of the contract. Even the storage, cooking, processing and serving for items of eggs shall be done in a separate set of crockeries/ utensils.
- 8.10.5** Maintaining cleanliness at the Canteen/Shop area and nearby areas of the shop will be the sole responsibility of the Contractor.
- 8.11** In the event of death/ injury of any employee/ worker of the Licensee, the Licensee will be fully responsible and abide by compensation as per the Employee Compensation Act 1923. The University of Delhi will not be a party to any legal, criminal or civil proceedings and also not be liable to pay any kind of compensation.
- 8.12** The Licensee shall abide by the law in force, including the Municipal By-Laws relating to the sale of food, drinks, hygienic conditions, etc., and 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 OF DELHI or any Officer/ Committee nominated by the University on this behalf.
- 8.13** 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 a monitoring committee duly authorized by the UNIVERSITY OF DELHI. 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 OF DELHI. 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 OF DELHI 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 OF DELHI information about the staff engaged by him in the prescribed form

within a fortnight of the date of allotment of the premises (along with two passport-size photographs of each worker). Similarly, information/photographs shall be supplied subsequently as and when changes are made by the Licensee in this respect. Identity cards should be issued to staff engaged in the canteen work along with full address, photograph, and phone number.

8.14 Deployment of Staff:

8.14.1 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 and all the other relevant laws (Minimum Wages Act, etc.) be followed by the Contractor/Licensee.

8.14.2 The Licensee shall strictly follow the Labour laws and all statutory obligations as per PF, ESI, Bonus, Gratuity, and minimum wages Act as applicable and shall indemnify UNIVERSITY OF DELHI against any loss or damage, which UNIVERSITY OF DELHI may suffer as a consequence of non-compliance of these Laws by the Licensee. There will be no deployment of minor employees.

8.14.3 The minimum wages will be as per norms of GNCTD or Labour Dept., whichever benefits the workers.

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

8.14.5 The licensee will deploy an adequate number of manpower to serve the visitors.

8.14.6 The contractor shall ensure the police verification of all the persons he deployed at the allotted premises.

8.14.7 The workers employed by the contractor shall be directly under the supervision, and control of the contractor. Such workers shall also not have any claim against DU for employment –regular or contractual or outsourcing, pension, or any other stability claim or regularization of the services at DU. The contractor will be responsible for removing all employees from the campus on completion or termination of the contract.

8.14.8 Providing medical facilities will be the sole responsibility of the Contractor/ Licensee.

8.15 The Licensee shall make good any damage caused to the said premises. The normal wear and tear, if any shall also be brought to the notice of the UNIVERSITY OF DELHI in writing at the end of each month, failing which any damage noticed later shall have to be made good by the Licensee. Further, the decision of the UNIVERSITY OF DELHI on whether any damage is caused to the premises and what compensation is payable shall be binding on the Licensee.

- 8.16 The licensee will have to submit the fire insurance of Rs. 05 lakh for the canteen in the joint name of the University of Delhi, and the Licensee will have to cover any damage due to the fire incident.**
- 8.17** 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 on mutual agreement.
- 8.18** 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.
- 8.19** The Licensee shall ensure proper cleaning in and around the canteen. The Kitchen waste shall be disposed of through covered containers in the dustbin situated in the nearby area. The licensee may explore the possibility of converting waste to bio-fertilizer.
- 8.20** The Licensee shall obtain an MCD license as applicable for running the Canteen after awarding of work.
- 8.21** The agency should take all precautions and observe all safety measures against fire, etc., by providing fire extinguishers, sand buckets, etc., to avoid any untoward incident at the premises.
- 8.22** All the instructions issued by the UNIVERSITY OF DELHI and/or authorized Official(s) shall be followed by the contractor.
- 9. Termination of Contract mutually or forcefully or dissolution:**
- 9.1** In case, the Licensee fails to comply with the terms & conditions or commits a breach of any of the terms and conditions, the UNIVERSITY OF DELHI 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 the license and thereafter the UNIVERSITY OF DELHI shall have the absolute right to enter upon the premises and take possession of the premises and can blacklist the firm.
- 9.2** 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, shall be liable for license cancellation.
- 9.3** The Licensee shall on revocation or termination of this license, hand over the possession of the said premises to the UNIVERSITY OF DELHI in as good condition in a peaceful/ intact manner as they were on the date of occupation of the License, except normal wear and tear.
- 9.4** The Licensee shall give at least 90 days' notice in writing of vacating the said premises, pay the arrears of the 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 OF DELHI shall be entitled to give him 90 days' notice to vacate the said premises.

9.5 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 a 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 OF DELHI.

9.6 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 the premises. It shall be the responsibility of the Licensee to hand over the possession personally to the UNIVERSITY OF DELHI in the same condition in which it was 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 OF DELHI shall be taken.

10. **University's Rights:** DU reserves the right to cancel the tender process without assigning any reason whatsoever at any stage.

10.1 The UNIVERSITY OF DELHI has the full right to terminate the contract agreement fully or partially without any assigning reasons any time before the completion of the contract period.

10.2 The UNIVERSITY OF DELHI 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 Committee, including the Officer/ Faculty of the UNIVERSITY OF DELHI, shall check the food items at any time. If on examination, it is found that food items/articles kept are exposed to dust, and flies or the services rendered by the Licensee are 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 to the UNIVERSITY OF DELHI as per tender clause and may also face prosecution under relevant Acts/ Laws of the land.

10.3 **Impose Penalties:** In the event of any complaint found true on the inquiry conducted by the University.

S.No.	Deficiency	Penalty			
		1 st time	2 nd time	3 rd time	IV & onwards
1.	Complaints for Sub-Letting	Termination of Contract with forfeit of Security Deposit.			
2.	Complaints for Cleanliness	Rs. 500/-	Rs. 1000/-	Rs. 1500/-	Rs. 2000/-
3.	Complaints for Poor Food Quality	Rs. 1000/-	Rs. 2000/-	Rs. 4000/-	Termination of Contract & forfeit Security

					Deposit.
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S.No.	Deficiency	Penalty			
		1 st time	2 nd time	3 rd time	IV & onwards
4.	Complaint for Misbehavior of staff	Rs. 200/-	Rs. 400/-	Rs. 800/-	Rs. 1000/-
If a complaint of a particular staff member is found true in a repeated manner, the contractor will have to remove/transfer him from the University Canteen.					
5.	Complaints of overcharge from the printed/displayed rate	Rs. 100/-	Rs. 200/-	Rs. 400/-	Rs. 500/-
6.	Late payment of license fee/ Outstanding License	1<>2 months 2% of License fee	2<>5 months 5% of the total outstanding License Fee	6< months 10% of the total outstanding License Fee	10< months Termination of Contract & forfeit Security Deposit
If it is found habitual practice, the committee may take appropriate action and cancel/terminate the contract with the forfeit of the Security Deposit.					
7.	Complaints for selling of Tobacco Products	Fines will be imposed as per the provision of the COTPA Act 2003, which has been amended from time to time with punishment.			

Note: Complaints received within 15 days will be treated one (01), and a penalty will be imposed accordingly. If no improvement is found, the competent authority is free to take necessary action.

- 10.4 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 OF DELHI shall have the right to require 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 OF DELHI.
- 10.5 If at any time it comes to the notice of the UNIVERSITY OF DELHI that the area around the said premises is 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 the normal movement of public, UNIVERSITY OF DELHI personnel or other Licensee or which cause a nuisance to other licensees, or that the License is using the said premises for any purpose other than specified in the agreement, then, notwithstanding anything contained in the Agreement, the UNIVERSITY OF DELHI shall be entitled forthwith to terminate the License without assigning any reason and without service of notice to the Licensee.

- 10.6 Any notice to be given to the Licensee under the terms of this license shall be considered to be duly served & the same shall have been affixed on the outer door or any other conspicuous part of the said premises.
- 10.7 Checking as and when required or desired by the UNIVERSITY OF DELHI will be made by a Committee.
- 10.8 UNIVERSITY OF DELHI is free to engage an external catering agency to provide snacks, lunch, dinner, and high tea for events such as meetings, seminars, conferences, workshops, etc.
- 10.9 the UNIVERSITY OF DELHI has the full right to delete/modify/amend any part of the tender document partially and fully as required from time to time.
11. **Recovery of Outstanding:** 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 the proportionate charge for water consumption, electricity, etc. shall be recovered from the property or security deposit of the licensee.
- 11.1 In case the Licensee fails to deposit the license fee, water charges, electricity bill, etc. within the specified period, otherwise, interest @ 18% per annum shall be charged for the same from the Licensee on the due amount. 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 OF DELHI.
- 11.2 That the UNIVERSITY OF DELHI shall have the lien on all the belongings of the property of the Licensee for the time being in or upon the premises of the UNIVERSITY OF DELHI and if the Licensee does not pay the arrears of the license fee, water, electricity charges or other dues payable to the UNIVERSITY OF DELHI, even after the termination of the license, the University will have the right to realize the amount due to the UNIVERSITY OF DELHI from Performance Security Deposit and if the due amount is still more than by putting the belongings of Licensee in the public auction after notifying the said auction to the Licensee.
- 11.3 Where any belongings of the Licensee are sold, the sale proceeds thereof shall, after deduction of the expenses incurred by the UNIVERSITY OF DELHI in disposing of the belongings and after deducting the amount if any due to the UNIVERSITY OF DELHI on account of arrears of license fee 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 OF DELHI to be entitled to the same.
- 11.4 In the event of non-payment of dues after the expiry/termination of the Contract, the University shall have the right to forfeit and encash the Security Deposit.
12. **Renovation/ Alteration of allotted space:** The University shall initially equip the Canteen with electricity and water connections. The

Licensee shall carry out any permanent addition or any alteration to the said premises and any construction thereon and electrical or sanitary installations in the said premises with the prior permission of the UNIVERSITY OF DELHI in writing. If any temporary additions or alterations are required by the Licensee, a request to this effect may be made in writing to the UNIVERSITY OF DELHI who may consider the same on such terms and conditions as may be deemed appropriate.

13. The Licensee shall repair/make any damage caused to the premises except normal wear and tear. The decision of the UNIVERSITY OF DELHI on whether any damage is caused to the premises and what compensation would make good such damage shall be final and binding on the parties thereto.

14. **Price of Selling Items:**

14.1 The prices to be charged by the Licensee shall not exceed those approved by the UNIVERSITY OF DELHI as per BOQ of the Tender Document for the trade item of which he has been granted in the license, and these shall be displayed by him prominently in the premises on a signboard to be provided by him. New items, if introduced later on, the demand of staff/ students (i.e., also on approval of DU) may be used only after getting their rates approved from the UNIVERSITY OF DELHI. The fixed-rate shall be changed with mutual consent and approval of the UNIVERSITY OF DELHI.

14.2 The menu shall be strict as per BOQ, and no change shall be allowed except for any decision by the UNIVERSITY OF DELHI in this regard. The licensee shall display such a list along with rates very prominently at a suitable visible place in the canteen at his own cost. The Approved Rate will be valid for one year and will be revised nominally, if required, by a Committee only after one year of the contract on the request of the licensee.

15. **Days & Timing:**

Opening Time: 07:00 AM to 7:00 PM

Days: Monday to Saturday

The canteen/ shop will remain closed on National Holidays/ Campus Closure Notification/Gazetted Holidays.

The canteen may be open on Sundays & holidays while academic/non-academic activities are running on Campus.

16. **Restrictions:**

16.1 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 the residence of himself & his employees or for a purpose other than that provided in this Tender/Agreement. He shall not make or permit any structural additions and alterations to the premises without the prior written approval of the UNIVERSITY OF DELHI.

16.2 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, charge or other alienate his interest in the premises shall not change the business for which the said premises are being licensed to him.

- 16.3 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.
- 16.4 The Licensee shall not do anything in or outside the premises which may be a nuisance or a cause of annoyance to the neighbours.
- 16.5 Storing/ Sale/ Supply/ sale and consumption of drugs, /Alcoholic drinks/ cigarettes/ Tobacco/ Pan/ Pan Masala/tobacco products will be strictly prohibited. The contractor will abide by all other laws and Acts of the Govt. of Delhi and Govt. of India and the University of Delhi in this regard as and when amended and/ or notified later.
- 16.6 No accommodation will be provided on the campus and inside the canteen /mess for the workers or any associate and the agency shall make its arrangements.
- 16.7 **The worker suffering from the contagious disease will not be allowed in the Canteen/ Shop/ University premises.**
17. **Dispute & Arbitration:**
- 17.1 If a dispute or difference of any kind arises between DU and the service provider in connection with or relating to the contract, the party shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve the disputes, the same shall be referred to the Competent Authority of the University or his authorized representative, the decision of whom will be final. In case the contractor is not satisfied with the decision, the matter may be referred to the sole arbitrator to be appointed by the parties signing the contract or their respective authorized representatives. The decision of the Arbitrator will be final and binding on both parties.
- 17.2 Any dispute arising out of this contract shall be construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
18. **Opening of Bids:** Financial bids shall be opened only for those agencies who qualify the technical eligibility criteria as per the technical bid and also meet the quality standards as per the inspection report. Finally, the tenders shall be decided based on the Lowest rate quoted in the financial bid (BoQ).
19. **Award of Contract on Lowest – 1:** The Lowest Bid (L-1) will be based on the rate quoted in the BOQ file for the mentioned items. In case of more than one L-1 bidder. The contract will be awarded as below:
- 19.1 The Agency/ bidder has the maximum number of contracts for providing catering/ cafeteria/ canteen/ mess services in

Universities/Central & State Govt. Organizations/Autonomous Bodies/PSUs./Enterprises during 2021-24. A contract of more than 06 months will be counted for this purpose. A contract running before 21-24 and continuing during the year for more than 02 months will be counted for this purpose.

19.2 Further, the decision of the Committee will be final.

20. **Period of Contract:** The contract will be awarded for a period of 02 years on a contract basis/ outsourcing basis and may be extended for further periods on mutual consent of the University based on the review of the performance of the cafeteria services/satisfactory performance and quality of service by the licensee/contractor.
21. The bidder may visit the North Campus of Delhi University at any time during working hours and make themselves conversant about the space available for running the canteen and mess. It will be presumed that the bidder has made him aware of this when the bidder submits its bid online.

Note: 1. Licensee/Contractor/Awardee means Contract awarded to a person or a firm.



TECHNICAL EVALUATION OF BID

Essential eligibility criteria: Please upload scanned copies of the following self-attested and stamped documents.

Make sure that each and every page of the documents is signed and stamped before scanning the same for uploading. Make sure that the uploaded documents are readable. Documents that are not readable will be summarily rejected, and the bid will be considered as unresponsive. (Strikeout if not applicable)

S. No.	Description	Details	Page No.
1.	Name of the Agency		
	Address of firm/Agency		
	Telephone No		
2.	PAN No.		
3.	GST Registration No. (if available)		
4.	FSSAI Registration No.		
5.	Registration with Delhi Shops and Establishments Act.		
6.	Proof of Annual turnover of Rs. _____/- (Rupees _____ Only) during the last three financial years (2021-22, 2022-23 & 2023-24).		
7.	03 years experience with Satisfactory Certificates regarding the running of Canteen in University/ College/ Reputed Organizations issued during the last 05 years.		
8.	Self-certification that the bidder has not been blacklisted anywhere by any agency.		
9.	Earnest Money Deposit Rs. _____ To be deposited physically before closing hours of the bidding at the Estate Section, Room No. 110, New Administrative Block, North Campus, University of Delhi, Delhi-110007		
10.	Income Tax Return (Last three financial Years 2021-22, 2022-23 and 2023-24)		
11.	Any other relevant documents. (If any)		

Any exemption will be allowed as per Govt. Rule (if any).

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

Date:-
Place:-

Signature of the tenderers
Name:- _____
Designation:- _____

BID SECURITY DECLARATION

(The Service provider shall fill in this Form in accordance with the instructions indicated on its letterhead)

Dated:

To

**The Registrar,
Vice Regal Lodge,
North Campus, University of Delhi,
Delhi-110001**

Ref: Bid document No. _____ dated _____

Sir,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, the bid must be supported by a Bid Security Declaration.

I/ We accept that I/We may be disqualified from bidding for any contract with DU for a period of three (03) years from the date of opening of the bid if I/We are in a breach of any obligation(s) under the bid conditions, because I/We:

- 1) Have withdrawn/modified/amended, impairs or derogates from the bid; or
- 2) After having been notified of the acceptance of our bid by the Competent Authority within the period of bid validity:
 - (i) Fail or refuse to furnish a Performance Security in accordance with the Conditions of the Bid Document No.....
 - OR**
 - (ii) Fail or withdraw or refuse to sign the contract
 - OR**
 - Submits False information/declaration

I/We understand that this Bid-Security Declaration shall cease to be valid, if the contract is not awarded to us, upon:

- a) Our receipt of your notification to us of the name of the successful service provider or
- b) Twenty –eight days after the expiration of the validity of our Bid or any extension to it.

We are submitting this Bid Security Declaration in the name of
M/s.....Dated on _____ day of _____

For and on behalf of M/s. _____

Address:
Signature
Name
In the capacity of

DULY AUTHORISED TO SIGN THE BID

UNDERTAKING FOR BLACKLISTING

(To be submitted with Technical Bid)

To,
The Registrar,
University of Delhi
Delhi-110007

Sir,

We, the undersigned bidder, have carefully read and examined in detail the Terms and Conditions of the tender document of each page regarding the providing of the Canteen Services at North Campus, University of Delhi. We accept all the terms & conditions mentioned in the tender document as well as terms & conditions mentioned in GeM/CPMP and do hereby declare:

That we have not been blacklisted/debarred by CBI or any law enforcement agencies/Government organization/Department/Autonomous Bodies/Public Sector or no case of blacklisting etc., pending against the firm/agency at the time of submission of Tender. If any complaint/information for blacklisting is found, the University of Delhi is free to take necessary action against me/ my firm and free to terminate the contract.

That the tender submitted by us is properly prepared, signed, and sealed so as to prevent any subsequent alteration and replacement.

That the University of Delhi is not bound to accept the Highest/Lowest or any bid that it may receive.

If I/We fail to commence the specified service or fail to furnish the Bank Guarantee within two weeks from the date of issue of the award to contract offer, if selected, I/We agree that the Delhi University, without prejudice to any other right or remedy available to the Delhi University, be at liberty to forfeit the said earnest money absolutely and reject the tender as per the terms and conditions contained or referred in the Tender Document.

For and on behalf of the firm

(Firm's Name & Address)

(Signature of Authorized Signatory)

Name:

Date:

Designation:

E-Mail:

Place:

Phone no.:

UNDERTAKING

(To be given in Agency Letter Head duly signed by the authorized signatory)

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.

1. That no Civil/ Criminal/ Income Tax/ Service Tax/ blacklisting case is pending against me/us/ firm.
2. The rates quoted by me/ us are valid and binding on me/ us for acceptance for the entire period of the contract.
3. I/we undersigned hereby bind myself/ourselves to the Registrar, Delhi University, North Campus, Delhi-110007, to provide mess services in Delhi University, North Campus, Delhi-110007 during the period of contract.
4. The security money deposited by me shall remain in the custody of the Registrar, Delhi University, Delhi till three months after the expiry of the contract.
5. I/we shall abide by the Minimum Wages Act, Contract Labour Act, PF, ESI, Bonus, Gratuity, etc. as applicable from time to time for the workers employed for running the mess.
6. In case of any lapse occurring 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 forfeited the security.
7. The food /eatable items will be genuine, fresh, hygienic, and good quality.
8. In the event of any breach/violation of the terms and conditions, the Competent Authority shall be at liberty to terminate my contract and con forfeit the security money deposited by me/us.
9. I/we will be wholly responsible for providing canteen and Hostel Mess Services at Delhi University, North Campus, Delhi-110007, and will ensure the deployment of adequate staff to provide, quick clean, and efficient service and also be responsible to pay all taxes as applicable to the Tenderer. I shall also be responsible for the behavior/ act of employees engaged by me in running of Hostel Mess of the University.
10. I/we shall be responsible for health and injury caused to the worker while working in the mess.
11. I/we shall be responsible for any loss or damage to the University property by the employee engaged by me/us.
12. The Vice-Chancellor, Delhi University, has the right to accept or reject any or all the tenders without assigning any reason. The decision of the Vice Chancellor, Delhi University, will be binding upon me.
13. 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 mess and the second at the cash counter of the mess.
14. I/we shall vacate the canteen/ 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 pre-existing rate will be levied on me/us during the period of unauthorized retention.

15. I/we shall also be responsible to pay all taxes as applicable to the government like Income Tax GST, Service Tax, etc.
16. I/we shall be responsible for any theft/ loss/ damage to university property/fixtures and I will rectify/ replace the same.
17. I / We abide by all the local Laws applicable to the Canteen business.
18. I We indemnify UNIVERSITY OF DELHI against any loss or damage which DU may suffer as a consequence of non-compliance of these Laws by the Licensee.

Signature of the Tenderer
Name of the firm/Tenderer & Seal of Firm



ELIGIBILITY DECLARATIONS

(The Bidder shall fill in this Form in accordance with the instructions indicated on its letterhead)

I, _____ Son/Daughter/Wife of Shri/Smt. _____ Proprietor / Director / authorized signatory of the Service Provider mentioned above, is competent to sign this declaration and execute this bid document. It is further submitted that:

- i. I have carefully read and understood all the terms and conditions of the bid and undertake to abide by;
- ii. We solemnly declare that we (including our affiliates or subsidiaries or constituents) :
 - a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - b) (including our Contractors/subcontractors for any part of the contract) :
 - Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/or
 - Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in Tender Processes of all of its entities for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - We certify that we fulfill any other additional eligibility condition if prescribed in Tender Document.
 - We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- iii. **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017:** We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

 - a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and;*
 - b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*
- iv. The information /documents furnished along with the bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.

Signatures of bidder
or

Officer authorized to sign the bid.

Documents on behalf of the bidder
[name & address of Service provider and seal of company]

PERFORMANCE BANK GUARANTEE (Format)

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of the issuing
Bank Ref..... Bank Guarantee
No.....

Date.....

To,

The Registrar
University of Delhi,
Delhi - 110007

Reference: Bid ID Number and Date

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no date..... to supply (description of goods and Works/ Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by an Indian Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending

on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dated..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

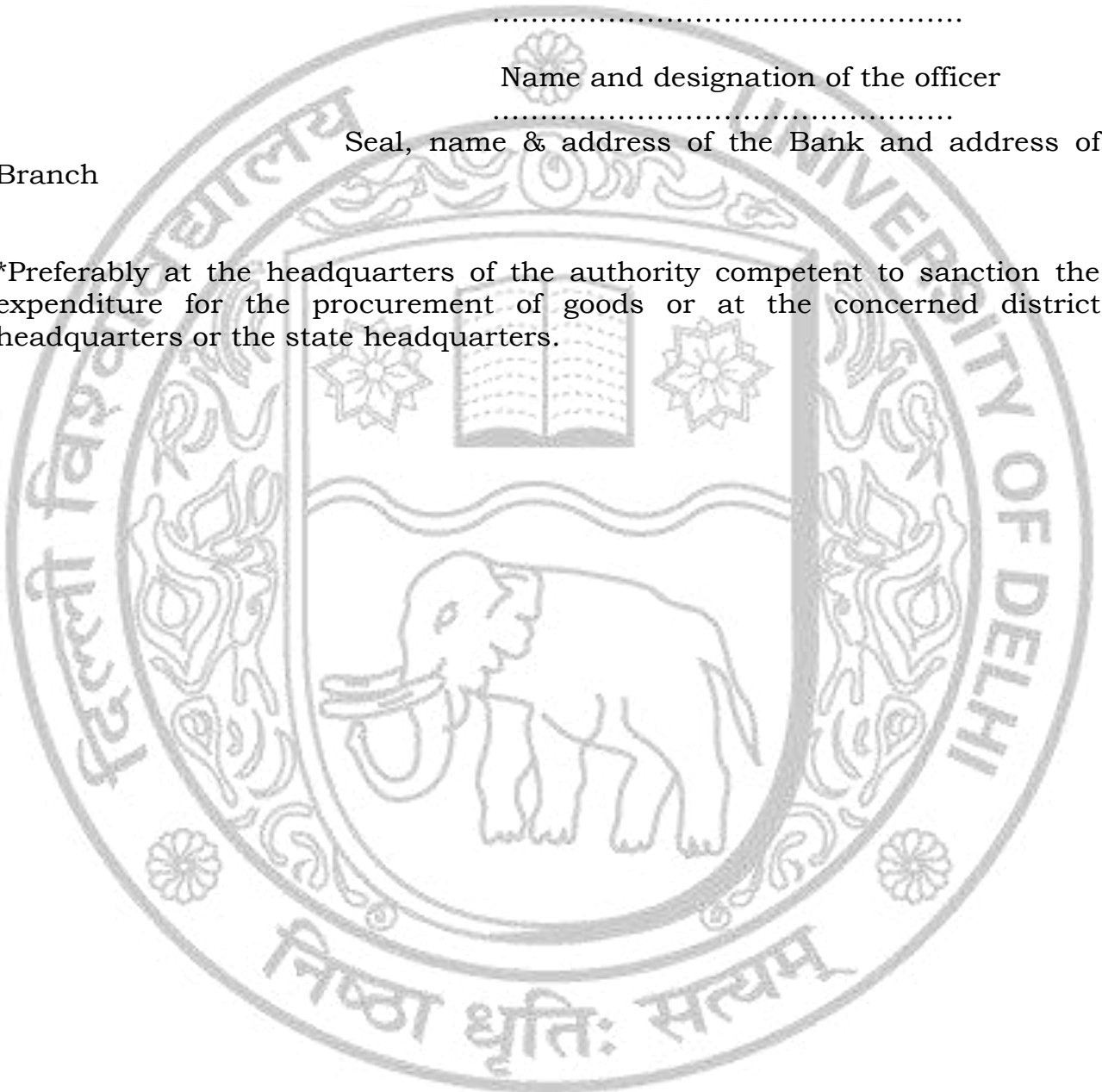
.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of
Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.



AGREEMENT

TO BE JOINTLY SIGNED BY UNIVERSITY OF DELHI AND THE CONTRACTOR FOR
RUNNING CANTEEN AT, North Campus of **UNIVERSITY OF DELHI**

FORM OF AGREEMENT

THIS AGREEMENT is made on the ___ day _____ (Month) _____
_____(Year) Between THE REGISTRAR,
UNIVERSITY OF DELHI _____ (Name and address of
the Registrar) *hereinafter called the Licensor*, which expression shall, unless
excluded by or repugnant to the context, be deemed to include its successor in
office and assigns through University of Delhi AND Legal Authority of Agency/ Firm
_____(Name and address
of the contractor) through Shri _____, the authorized representative
(hereinafter called "the Licensee") (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 endeavors to provide Canteen Services to UNIVERSITY OF DELHI, Delhi.
WHEREAS the Licensor is willing to grant the licensee a license for use the
University Premises at North Campus, University of Delhi, Delhi-110007 for a
period of 2 years and terms & conditions of allotment specified hereinafter.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement, words and expressions 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;
 - (c) Notice Inviting Tender;
 - (d) Bill of Quantities;
 - (e) Scope of work;
 - (f) Addendums, if any;
 - (g) Any other documents forming part of the contract.
3. The Licensee shall provide, inter-alia, the following services in the Campus
cafeteria on an on-going basis:-
 - 1.1 To provide canteen services at the Kannad Bhawan, North Campus,
University of Delhi, to benefit the university's students, faculty members,
and administrative staff.
4. The Licensee shall provide the performance Security Deposit Bank Guarantee/
FDR **10 times of License Fee** of Rs. _____ from any

nationalized bank in the prescribed format. The above Bank Guarantee should be submitted within 02 weeks from the date of award of the contract and should be valid for over three months after the expiry of the period of the contract and extended in case of further renewals of the contract. The Licensor will be free to encase this BG in the event of any failure on the part of the bidder to meet its obligations under the contract or in the event of any demand by the concerned Statutory Authorities for the dues from the concerned agency at its sole discretion.

5. The cleanliness and deodorant of the working and cafeteria area, including its surroundings, will be the responsibility of the Licensee. The Licensee will also ensure that the manpower engaged will maintain requisite standards of personal hygiene. All the cafeteria staff, including the stewards/ bearers, will wear distinct uniforms. All the staff employed by the Licensee will be required to provide a medical fitness certificate from time to time.
6. The Licensee will display the Rate List prominently on the notice board of the cafeteria, and Menu items will be provided as per the displayed rate list. The Licensor and his Authorized representative would constantly monitor the quality and price of the items provided.
7. The Licensee shall ensure to arrange the cooking fuel, utensils (both cooking & serving), and other materials required for serving. The Licensee shall also arrange for standard/ better quality cutlery.
8. The Licensee shall equip the kitchen with cooking stoves, refrigerators, insect repellants and other gadgets required for the smooth provision of services in the cafeteria.
9. The Licensee shall provide cooking raw materials as per the standard trademarks.
10. It will be the responsibility of the Licensee for removal and proper disposal of waste material, garbage, etc., from the Cafeteria area and surroundings within the area of 50 mts.
11. The Licensee will use only the commercial LPG cylinder for cooking materials/ food.
12. The Licensee shall keep adequate storage of cooking materials/ food ingredients of the acceptable standard for at least one fortnight, and he shall procure seasonal vegetables & fruits on a daily basis.
13. The Licensee would also be required to make arrangements for organizing special lunches/dinners/ high tea, etc., for occasions such as seminars/symposiums/ conferences/ related activities organized by different Departments of the University of Delhi, North Campus, whenever required.
14. No tobacco and alcoholic products will be produced/ sold in the canteen premises.

15. The Licensee shall abide by all the terms and conditions of the Tender Documents.
16. The Licensor have the right to surprise visit to the cafeteria premises at any time deemed fit; the Licensee shall have to maintain good hygienic conditions; if found to be unhygienic conditions, the University of Delhi will have the right to terminate the contract at any time.
17. The Licensee will be liable and bound to pay the License fee which shall be payable per month @ Rs. 940/- per sqm with 18% GST (*shall be revised as per Directorate of Estate orders issued from time to time*) for the canteen occupied area sqm on a half-yearly basis (for six months) on an accrual basis in advance before the 7th day of each calendar month. The calculation is based on Govt. Guidelines would vary from time to time as per the guidelines received in this connection. *Non-payment of license fees or any liable part of payment or government taxes on time will be treated as a breach of contract, and the University shall be free to take action against the Licensee to recover outstanding dues and impose any other penalties. The University is free to encash the Security Deposit and seize the equipment till clearance of outstanding dues or penalties (if any.)*
18. The electricity consumption charges as per actual consumption would be payable by the Canteen Licensee.
19. The water consumption charges shall be payable by the Canteen Licensee on an actual basis.
20. The licensee shall have no right to sub-let, assign or authorize any other person to run the canteen.
21. The Licensee or any of his employees will not reside on the campus at night.
22. The Licensee shall ensure payment of Minimum wages & compliance with relevant Labour Laws, including the provision of adequate rest & working hours norms, etc., to all his employees.
23. The conduct/ characters/ antecedents and proper bona fides of the workers in the Cafeteria shall be the sole responsibility of the Licensee. However, the Licensee should provide the necessary details of all its employees to the Licensor or its Authorized Office. All employee's identities and backgrounds must be duly verified by the Police.
24. That the licensee shall keep and maintain the space and around in a clean, proper and decent condition and shall not suffer the premises to be in a bad state of affairs during the currency of the period of license and shall not in any manner damage the space or other structure nor cause any kind of obstruction to the user of the area around.
25. That the Licensee shall not display or exhibit pictures, posters, status, or other articles which are repugnant to the morale or are of indecent, immoral or improper character. It is expressly agreed that the decision of the licensor on

this behalf shall be conclusive and binding on the licensee and shall not be subject matter of dispute.

26. That the Licensee shall not display or exhibit any advertisements or place or put up any hoarding on any part of the interior or exterior other than these permitted expressly in writing by the Licensor.
27. That the Licensee shall have no right, title or interest in the site/space licensed to him nor shall he be deemed to have exclusive possession thereof, except the permission to use the said site.
28. The Licensee shall pay the cost of light, water, and power consumed by him in the space as per the demand of the authorities concerned.
29. That the Licensee shall also pay all licensee or other fees or taxes payable to the Government or Municipal or local bodies concerned in connection with Canteen business at North Campus, University of Delhi.
30. That if the Licensee desires to close down the business within the period of the license, he will have to serve a notice two months in advance from the date he proposes to close down the business. In such an event, the licensee will have to pay the licensor an amount that is equivalent to the product obtained by multiplying the no. of unexpired months of the license period by the difference between the license fee and the highest license fee offered to it in the subsequent e-tender, as damages.
31. That notwithstanding the other lights, the licensor may, in its sole desertion and on such terms as may be considered reasonable by it, grant relief to the licensee against forfeiture of the security deposit, imposition of interest or determination or revocation of the license.
32. That the Licensee shall abide by all Rules, Regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the University building and the General welfare and comfort of students, employees and other connected persons of the Licensor.
33. That the Licensor shall not be responsible for the safety of Canteen or any other material or articles belonging to the Licensee and also shall not be liable for any change or injury to the property of the licensee lying at any time in, on upon or around the said from cause whatsoever.
34. That the overall contract of the Canteen and supervision of the Site shall remain vested with the licensor whose Officers or authorized representative shall have access to at all reasonable hours to the said center or any part thereof.
35. That the Licensor has the right to revoke the license in the event of a breach of any of the terms & conditions of this License specified herein. The Licensor will have the right to cancel the license in respect of a particular site without prejudice in case of any breach of the terms and conditions of the contract or requirement of the site for any purpose by the University of Delhi during the

period of the contract. In such cases, the contract of a particular site shall be cancelled after serving a notice of 90 days. In such cases, no compensation shall be paid to the Licensee.

36. On the expiry of the terms of the Agreement, the Equipment and other items, fixtures, etc. installed by the Licensee shall always remain without exception, the Licensee's property, and upon its expiry or early termination, or otherwise the Licensee shall be liable to remove the same from the Demised Premises within 30 days without default and clearing all dues accrued/ outstanding towards him.
37. Both parties agree that if the Licensee fails to remove all/ any of the Equipment/ any other item/s/ fixtures or like installed by the Licensee in the licensed area within the specified period, i.e. within 30 days from the date of expiry of the Agreement or upon the termination of the Agreement, as the case may be, the Licensee shall be held liable to contravene the instant Agreement and hence shall be liable as under:
- (i) For the first month of the breach, the Licensee shall be liable to pay a fixed amount of 25% of the monthly license fee and thereafter shall be further liable to pay an additional fine of 1% of the monthly license fee for each day of breach by the Licensee after expiry of the 30 days period in addition to all/ every and each of the other liabilities incurred by the Licensor for the failure of the Licensee.;
 - (ii) For the second month of breach, the Licensee shall be liable to pay a fixed amount which may extend to a sum of 25% of monthly license fee and thereafter shall be further liable to pay an additional fine of 2% of the monthly license fee for each day of breach by the Licensee after expiry of the 30 days period of the second month in addition to all/ every and each of the other liabilities incurred by the Licensor for the failure of the Licensee.;
 - (iii) After the expiry of the second month of the breach, all/ any of the Equipment/ any other item/s/ fixtures or like installed by the Licensee in the licensed area shall belong to the Licensor and the Licensee shall have no right, title, lien and/ or interest therein. The Licensor shall be free to manage all/ any of the Equipment/ any other item/s/ fixtures or like installed by the Licensee in the licensed area as per its own free will and desire and it shall be free to sell all/ any of the Equipment's/ any other item/s/ fixtures or like installed by the Licensee in the licensed area by way of a Public Auction and forfeit/ appropriate the funds of the proceeds of such sale.
 - (iv) The above condition will be applicable in case of equipment's have been seized by the University in case of non-payment/ clearance of outstanding dues.
38. That the licensor shall have the right to terminate the license after giving one-month notice without assigning any reason thereof.

39. That in case the space is distorted or damaged by any natural calamity or riot or civil disturbances or was so as to make it unfit for use by the licensee, the license shall stand determined automatically.
40. Any dispute or difference whatsoever arising between the parties, except where otherwise provided in the Agreement, all the questions and disputes relating to meaning, terms and conditions herein before mutually agreed to by the parties and the failure on part of any of the party to perform the same, whether arising during the existence of this agreement or after termination/ cancellation shall be referred to the sole arbitration of the person mutually appointed by the parties and subject to the said Arbitrator fulfilling the stipulations laid down in Section 12 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "Act") applicable as per amendment made to the Act from time to time. The arbitration shall be subject to/ governed by Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration and proceedings shall take place at Delhi. The language of such proceedings will be English.
41. Any dispute arising out of this contract shall be construed and governed by the laws of Republic of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
42. In the event of violation of any contractual or statutory obligations by the Licensee, he shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Licensor/ University of Delhi by any individual, agency or Government Authority due to acts of the Licensee, the Licensee shall be liable to make good/ compensate such claims or damages to the Licensor/ University of Delhi. As a result of the acts of the Licensee, if the Licensor/ University of Delhi is required to pay any damages to any individual, agency or Government Authority, the Licensee would be required to reimburse such amount to Licensor or Licensor reserves the right to recover such amount from the payment(s) due to the Licensee while settling his bills or from the amount of Security Deposit of the Licensee lying with the Licensor. The Licensee hereby undertakes to keep indemnified the Licensor/ University of Delhi its Officer or any Authorized Officer, all time form any Court matters or other legal issues arising out of this agreement and in sheer default/ negligence of the Licensee.
43. That nothing herein contain shall be construed as conferring upon the licensee any right, title or interest in respect of over, in or upon the premises and the property of the licensor.
44. That the dealing of the licensee/ his employees with the public shall be polite and courteous and he shall not indulge in or suffer any anti-social activates. The licensee shall also not indulge in any activity which may cause harm to the interest of University of Delhi or its employees.
45. That the licensee shall allow the representatives and the authorized staff of the licensor to enter upon the premises/site in order to inspect and execute

any structural repairs additions or alterations at the site or do renovations which may be found necessary from time to time by the lessor and for the purpose connected herewith and for compliance of terms & conditions of any works relating to repair/additions/ alterations or other damages that may be caused during the course of installation of any fittings, fixtures etc. or owing to the inspection of the premises.

46. That the licensee shall be responsible for all damages or loss of the property due to reasons for which he or his servant are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as be caused by storm, earthquake or any other natural calamities beyond his control. The decision of the licensor regarding the extent and quantum of compensation, if any, to be paid to it shall be binding upon the licensee.
47. The space allotted shall not be used for any purpose other than for which it is allowed. The licensee shall not be permitted to utilize the premises to carry on any other trade along with the authorized business of license during the period of his license.
48. The Licensee will have to submit the license/permission from the Food Department of the NDMC for working catering services in this area. Further, the Licensee will also be responsible for obtaining the necessary approvals required for running a cafeteria from other statutory bodies and producing the same on demand of the University.
49. The Licensee shall ensure proper hygiene in and around the premises.
50. The Licensee shall pay a performance security deposit 10 times of License Fee Rs. _____, which shall remain deposited with the Licensor for the entire term of this license.
51. The security deposit is liable to be forfeited if the successful bidder unilaterally withdraws amends, impairs or derogates from terms and conditions in any respect during its currency.
52. That the licensee shall also not keep any animal or convenience on or outside the premises.
53. That the licensee shall also comply with the instructions given in the T&C attached to the e-tender form and e-procurement site (GeM, whichever is applicable).
54. That the licensee shall abide by the Additional Terms & Conditions (ATC) of the tender document.
55. That in case any amount becomes due against the licensee in respect of any matter covered under the license, the same on the failure of the licensee to pay within the time prescribed, be recovered as arrears of land revenue.
56. That all or any of the powers vested with the licensor in respect of grant determinations, revocations, cancellations or restoration of this license or

recovery of any dues in respect hereof or connected therewith shall be exercised by Registrar, University of Delhi, and the licensee shall have no objection whatsoever in this respect.

57. The licensee shall not sublet the license of space to other than authorized.
58. Licensees should make firefighting arrangements at the site to avoid any missed events.
59. The University of Delhi will not be a party to any dispute between the licensee and the third party or the employees/workers/ labour he hired.

IN WITNESS WHEREOF the parties to the agreement have signed this deed on the date first above mentioned. A true copy thereof signed by both parties has been retained by the licensee.

For and on behalf of the Licensee
University

Signature of the Authorized Official
Officer

Name of the Official
Stamp/Seal of the Licensee
Signatory

By the said
Name_____

on behalf of the Licensee in the
Employer in the
presence of:

Witness_____

Name_____

Address_____

Telephone No:_____

For and on behalf of the

Signature of the Authorized

Name of the Officer
Stamp/Seal of the Authorized

By the said
Name_____

on behalf of the Licensor

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.

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.



INTEGRITY PACT

This **INTEGRITY PACT** is made and executed at _____ on this day of _____ 20____

By and between

The Registrar, University of Delhi, Delhi-110007 (hereinafter referred to as "The Principal" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First part;

AND

M/s. _____ a company incorporate under the companies Act, _____ through _____ its _____ repetitive/authorized signatory _____ vide resolution dated _____ passed by the Board of Directors, having its office or _____ (hereinafter referred to as "The Bidder/Contractor" which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part.

Between

University of Delhi hereinafter referred to as "The Principal",

And

.....hereinafter referred to as "**The Bidder/Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal Commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b. The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will be particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder (s)/Contractor (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the

name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annex-“A”.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any to other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex-“B”

Section 4 – Compensation for Damages

- 1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor Liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5- Previous transgression

- 1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders/contractors/subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

1. The Principal appoints competent and credible independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Registrar, University of Delhi.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest unrestricted an unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on “Non-Disclosure of Confidential information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest

arising at a later date, the IEM shall inform secretary, Department of Higher Education.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The Parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Registrar, University of Delhi within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situation.

8. If the Monitor has reported to the Registrar, University of Delhi, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Registrar, University of Delhi has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, The Monitor may also transmit this information directory to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by The Registrar of University of Delhi.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. The place of performance and jurisdiction is Registered Officer of the Principal, i.e. University of Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If The Contractor is a partnership- or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to in agreement in their original intentions.

5. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

7. The actions stipulated in his Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)
Bidder/Contractor)

(For & On behalf of

(Office seal)

(Office seal)

Place_____

Date_____

Witness 1:

Witness 2:

(Name & Address) _____(Name & Address) _____

Item Wise BoQ

(For Canteen/ Cafeteria Services)

Tender Inviting Authority: The Registrar, North Campus, University of Delhi, Delhi-110007

Name of Work: Canteen Service at _____, North Campus, University of Delhi.

Contract No: 011-27666794

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	RATE (inclusive all taxes) In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	Food Items :				
1.01	Tea (One Cup) 125 ml.	1.00			
1.02	Coffee (Per Cup) 100 ml	1.00			
1.03	Tea Special 100 ml	1.00			
1.04	Samosa 100 gm	1.00			
1.05	Poha 100 gm	1.00			
1.06	Dhokla (2 pc) 150 gm (per plate)	1.00			
1.07	Bread Pakora (Potato filled) 75 gm	1.00			
1.08	Bread Cutlet (Bread Slice (2nos)50 gms,Veg cutlet (2nos) 100 gms, Butter in blister pack 8gms) 158 gm	1.00			
1.09	Bread Omelet (2 Eggs 2 Slice bread per plate) Standard Size	1.00			
1.10	Butter Toast (25 gm butter with 2 Slice bread) Standard Size	1.00			
1.11	2 Bhatura with chole 375 gm	1.00			
1.12	2Idli (Per Plate) with sambhar & sauce/ chatni 300 gm per plate	1.00			
1.13	Sambhar Vada (2 pieces) 375 gm	1.00			
1.14	Plain Dosa with sambhar & chatni 375 gm (per piece)	1.00			
1.15	Dosa (Masala) with sambhar & chatni 375 gm (per piece)	1.00			
1.16	Paneer Dosa with sambhar & chatni 375 gm (per piece)	1.00			
1.17	Onion Uttathpam with sambhar & chatni 375 gm (per piece)	1.00			
1.18	Mix Uttathpam with sambhar & chatni 375 gm (per piece)	1.00			
1.19	Chhole Kulche (2 piece) 375 gm (per piece)	1.00			
1.20	Pao Bhaji 250 gm (per plate)	1.00			
1.21	Kadhi Rice 400 gm (per Plate)	1.00			
1.22	6 Puri + Alloo Sabzi 450 gm (per plate)	1.00			
1.23	Chowmin 300 gm (Full plate)	1.00			
1.24	Maggi 1 pkt 70GM	1.00			
1.25	Veg Sandwich standard jumbo bread size 175 gm 4 pc	1.00			
1.26	Veg. Grill Sandwich 175 gm 4 pc	1.00			
1.27	Paneer sandwich 175 gm 4 pc	1.00			
1.28	Paneer Grill Sandwich 175 gm 4 pc	1.00			

1.29	Veg burger (1pc) 150 gm	1.00			
1.30	Spring Roll 4 pcs.(1.5 inch app.) Standard size	1.00			
1.31	Veg. Patties (1pc) 250 gm (per piece)	1.00			
1.32	Cheez Patties (1pc) 250 gm (per piece)	1.00			
1.33	Chilly potato 250gm	1.00			
1.34	Aaloo parantha 1 pc	1.00			
1.35	Paneer prantha 1 pc	1.00			
1.36	Tawa roti 1 pc	1.00			
1.37	Plain Dal 150 gm	1.00			
1.38	Dal Fry 150 gm	1.00			
1.39	Daal Makhani 150 gm	1.00			
1.40	Rajma 150 gm	1.00			
1.41	Kadhi 150 gm	1.00			
1.42	Vegetable (Seasonal) 150 gm	1.00			
1.43	Aaloo Jeera 150 gm	1.00			
1.44	Aaloo Gobi/ or other seasonal vegetable 150 gm	1.00			
1.45	Mutter Paneer 150 gm	1.00			
1.46	Boondi Raita 100 ml	1.00			
1.47	Plain Rice 200 gm	1.00			
1.48	Jeera Rice 200 gm	1.00			
1.49	Veg. fried rice 300gm	1.00			
1.50	Egg Biryani 300 gm	1.00			
1.51	Veg Pulao 250 gm	1.00			
1.52	Veg Biryani 250 gm	1.00			
1.53	Rajma Rice Plate 300 gm	1.00			
1.54	Chhole Rice Plate 300 gm	1.00			
1.55	Paneer Rice Plate 300 gm	1.00			
1.56	Laddu (Besan/ Bundi) 30 gm	1.00			
1.57	Burfi (Khoya) 20 gm	1.00			
1.58	Jalebi 100 gm (per plate)	1.00			
1.59	Moong dal Halwa/ Seasonal Halwa 100 gm (per plate)	1.00			
1.60	Rasgulla/ gulabjamun (2pc) 150 gm	1.00			
1.61	Pine Apple Pastry (1 pc) 75 gm	1.00			
1.62	Chocolate Pastry (1 pc) 75 gm	1.00			
1.63	Butter Scotch Pastry (1 pc) 75 gm	1.00			
1.64	Mini Thali- 3 Roti + Seasonal Sabzi+Dal Standard quantity	1.00			
1.65	Veg Thali- Dal + Seasonal veg + 4 roti + plain rice + salad + Curd+Pickle Standard quantity	1.00			
1.66	Paneer Thali = Kadhai/Shahi/Masala/Palak Paneer + DalFry /DalMakhani/ Choley/ Rajma/ Seasonal veg/ mixedveg + 4 Roti + Plain Rice+ Raita + Salad+Pickle+Curd	1.00			
1.67	Lassi sweet 200 ml per glass	1.00			
1.68	Lassi salt 200 ml per glass	1.00			
Total in Figures		(1.01+.....+1.68)			
Quoted Rate in Words		INR			

*After the award of the contract, the rate of items can be increased with the prior approval of the competent authority as per the tender terms and conditions. Apart from the above items, new food with rate items can be increased as per the demand with the approval of the competent authority.

Bidder Information

(The Bidder shall fill in this Form in accordance with the instructions indicated on its letterhead)

1. Bidder Details

a) Bidder's Name	
b) Address and Contact Details	
c) GEM BID ID	
d) BID Date	

Note: Bidder shall fill in this Form, following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanors in the Tender Document.

2. Bidder/ Contractor particulars: (Strike Out wherever not applicable)

a) Name of the Bidder	
b) Place of Registration/ Principal place of business	
c) Complete Postal Address:	
d) Pin code:	
e) Telephone nos. (with country/ area codes)	
f) Mobile Nos.: (with country/ area codes)	
g) Contact persons/ Designation	
h) Email IDs	

3. Taxation Registrations:

a) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.)	
b) GSTIN number: in Contractor and Service Site States	
c) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:	
Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.	

4. Trade Registrations and Licenses (Strike out if not applicable):

We have the following registrations/ licences required for the performance of this Service. Authenticated copies of these are enclosed herewith:	
EPF	Enclosed / Not Enclosed:

ESI	Enclosed / Not Enclosed:
Labour License	Enclosed / Not Enclosed:
FSSAI Licence	Enclosed / Not Enclosed:
5. Authorization of Person(s) signing the bid on behalf of the Bidder	
Full Name:	
Designation:	
Signing as:	
A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor or	
A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney or	
A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.	
Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution	
6) Bidder's Authorized Representative Information	
Name	
Address	
Telephone/ Mobile numbers	
Email Address	

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]

DA: As above

Authorization for Sign Tender Documents

(The Bidder shall fill in this Form in accordance with the instructions indicated on its letterhead)

Bidder's Name _____

Date.....

To

The Registrar
University of Delhi,
Delhi - 110007

Ref: Tender Document No. Tend No./ xxxx; Tender Title: PROVIDING CANTEEN SERVICES AT NORTH CAMPUS

Subject: Authorization for Signing tender documents on _____
(date).

I hereby, authorized to the following for signing of the tender documents mentioned above on behalf of _____
(Bidder) in order of preference given below.

Sr. No.	Name Government Photo ID Type/Number	Government Photo ID Type/Number
1		

Signatures of bidder
or
Officer authorized to sign the bid.
Documents on behalf of the bidder

[name & address of Bidder and seal of company]

Performance Statement

(To be submitted On Agency Official Letter-head along with supporting documents, if any)

Statement of Performance of Similar Services during Last Five Years (F.Y. ending on 31-03-2024)

Bidder's Name _____

Note to Bidder: Bidder must fill in this form to prove conformance to Experience and Past Performance. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard. Statements and Documents may be mentioned/ attached here.

Sr. No.	Contract Title, Number and Date	Contracting Entity - Name and Address	Role in Contract	Period of Contract From To	Total Experience
1					
2					
3					
4					
5					
So on					

Signatures of bidder
or

Officer authorized to sign the bid.

Documents on behalf of the bidder

[name & address of Bidder and seal of company]