



4/1/2024

TENDER DOCUMENT

**Commercial Establishment,
Eating Outlet, Ground
Floor, Synergy Building**

Estate Office
INDIAN INSTITUTE OF TECHNOLOGY DELHI

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Notice Inviting Tender

**INDIAN INSTITUTE OF TECHNOLOGY DELHI
HAUZ KHAS, NEW DELHI-110016**

Dated: 01/04/2024

Tender Notice No. IITD/ESTATE/ (SP-4593)/2024

The Executive Engineer CD – II, Indian Institute of Technology Delhi, Hauz Khas, New Delhi 110016 invites tenders/online bids (Technical bid and Commercial bid), on behalf of Chairman, BoG, IIT Delhi, from eligible, experienced and reputed Eating Outlet / Food Aggregator / Firms / Individual for **“Establishment, Operation, Maintenance, and Comprehensive Management of a Commercial Establishment (Eating Outlet) at Ground Floor of Synergy Building at IIT Delhi”** on contract basis for a period of maximum 3 years subject to satisfactory performance on yearly basis as per the terms and conditions specified in the tender document.

Earnest Money Deposit	Rs.1,00,000/- (One Lakh Only)
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Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at ‘Instructions for online Bid Submission’.

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type ‘IIT’. Thereafter, click on “GO” button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

No manual bids will be accepted. All bids (both Technical and Financial) should be submitted in the E- procurement portal.

SCHEDULE

Name of Organization	Indian Institute of Technology Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Service)	Eating Outlet
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Others
Source of Fund (Institute/Project)	Not required
Is Multi Currency Allowed	No (only INR)
Date of Issue/Publishing	01-04-2024 at 5:00 PM
Document Download/Sale Start Date	01-04-2024 at 5:00 PM
Document Download/Sale End Date	29-04-2024 at 3:00 PM
Date for Pre-Bid Meeting (Physical)	NA
Venue of Pre-Bid Meeting (Physical)	NA
Last Date and Time for Uploading of Bids	29-04-2024 at 3:00 PM
Date and Time of Opening of Technical Bids	30-04-2024 at 3:00 PM
Earnest Money Deposit (EMD)	<p>₹1,00,000/- (Rs. One Lakh Only) (To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C : IITD Revenue Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on- line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)</p>
No. of Covers (1/2/3/4)	02
Bid Validity days (60)	120 days (From date of opening of financial bids)
Address for Communication	Office of the Executive Engineer (CD-II), Room No- MZ-140, Main Building, IIT Delhi, Hauz Khas, New Delhi-110016
Contact No.	011-26591761 / 1450 / 7339
Email Address	estate@admin.iitd.ac.in / 26791@admin.iitd.ac.in , a26926@admin.iitd.ac.in

INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement (CPP) Portal ([URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal.

Detailed information regarding submitting of online bids on the CPP Portal can be seen at: <http://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC is to be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. The bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers 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. Any deviations from these may lead to summary rejection of the bid.
3. The 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 / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

SUBMISSION OF BIDS

1. The bidder should log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. The bidder will be solely responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever EMD / Tender fees are sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).
4. A standard BoQ (Bill of Quantities) format has been provided with the tender document to be filled in by all the bidders. Bidders are requested to note that they should submit

their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders shall follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

1. Any query related to the tender document, or the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the person as authorized by him and indicated in the tender.
2. Any query related to the process of online bid submission or queries relating to CPP Portal in general may be made with the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card / e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".

3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e- Procurement at <https://eprocure.gov.in/eprocure/app> .

TERMS & CONDITIONS DETAILS

1. **Due Date:** The tender must be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will be considered.
2. **Preparation of Bids:** The offer/bid should be submitted in two bid systems (i.e.) Eligibility cum Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. **Financial bid should indicate the rates / price of each food item inclusive of GST in the given format i.e., BoQ.** The Eligibility cum Technical bid and the financial bid should be uploaded online.
3. **EMD:** The tenderer should submit an EMD amount through RTGS/NEFT. ***The Technical Bid without EMD would be considered UNRESPONSIVE*** and will not be accepted.
4. **Refund of EMD:** The EMD will be returned to unsuccessful Tenderer in 30 days, without any interest, only after opening of the financial bids of technically qualified bidders. In the case of successful Tenderer, it will be retained till the successful completion of License / Contract period.
5. **Opening of the tender:** The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (if any) will be opened as mentioned in the Schedule in presence of bidder's representative, if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD (if applicable) will be rejected straight way. The Eligibility cum Technical bid will be opened online first, and it will be examined by a technical committee (as per specification and requirement). The bidder who qualifies the initial eligibility criteria will be considered for evaluation of technical bid. The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification of the NIT including the presentations by the bidder as mentioned in the bid and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The bidders, if interested, may participate on the tender opening Date and Time. The representative should produce an authorization letter from their company to participate in the tender opening.
6. **Acceptance/ Rejection of bids:** The Committee reserves the right to reject any or all offers without assigning any reason.
7. **Criteria for disqualification:** Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid, without reference to the bidder.
8. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the

Union of India and all disputes shall be subject to place of jurisdiction New Delhi, INDIA.

9. Notices:

- a.** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by email and confirmed in writing to the other party's address.
- b.** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

10. Taxes: Vendors shall be entirely responsible for all taxes, duties, license fees, road e-way bills, etc. levied on their goods by the Govt. time to time.

SCOPE OF WORK

1. Contract for which license will be given is as under:

Location	Area (in Sq. Ft.)	License Fee Applicable per month / sq. ft	Purpose
Ground Floor, Synergy Building	4940 sq. ft.	₹10.92/- + GST as applicable (with 5% increase compounded annually)	Eating Outlet

2. **The bidder shall:**

- a. Run an eating outlet as per above detail to provide food items that meets Central FSSAI standards and nutritional requirements at reasonable rates to the campus community including students, faculties, staff, and their families.
- b. The facility should be operated 7 days of the week and have at least two 8-hour shift every day (16 hours in total).
- c. Provide an e-commerce platform (in the Billing Area) for ordering and digital transactions for the payment; option for a Point of Sale (PoS)/ Swipe Machine.
- d. Provide mobile app driven system for food ordering, complaint management, and service request.
- e. Provide food items as per the menu items approved by CELC / CEMC (listed in BoQ) and the food menu is subject to periodical review and revision.
- f. Provide food delivery service as per the rates and modalities approved by the CELC/CEMC.
- g. Manage the Eating Outlet in the above space including space for Billing Area, Kitchen, Common Dining, and Storage.
- h. Maintain cleanliness of the whole premises including the common dining space and ensure waste management as per the Institute guidelines.
- i. The bidder should ensure proper hygiene at the kitchen and dining hall and frequent cleaning of the dining tables.
- j. The bidder should ensure weekly deep cleaning of kitchen and dining halls which includes cleaning of fans, exhaust fans, windows, meshes, etc.
- k. Ensure hygiene in terms of food and food delivery, staff members, etc.
- l. All the set ups including civil, electrical, plumbing, furniture, air conditioning etc. for the kitchen, food counter and dining area shall be done by the bidder or by the vendor appointed by him/her at their own expenses. The Institute will only provide tap off points.
- m. Provide following minimum staff per shift.

i. Manager/ Supervisor	:	1 No.
ii. Housekeeping / Dishwashing staff	:	4 Nos.
iii. Counter service	:	2 Nos.
iv. Billing Area	:	1 No.

INITIAL ELIGIBILITY CRITERIA

1. Bids from Joint Venture or consortium are not eligible. There is no relaxation for the MSME & Startups.
2. The Tender form without remitting earnest money through RTGS/NEFT will not be considered.
3. The applicant should submit a document for registration of firm with Registrar of companies or Registration Certificate of Establishment from local bodies.
4. The bidder should have a minimum of 03 consecutive years of experience in running CANTEEN / RESTAURANT or a similar type of COMMERCIAL ESTABLISHMENT (Eating Outlet) as a vendor / food aggregator in any Govt. / Semi Govt. / PSU / Autonomous bodies / Private Organizations. The bidder should upload the copies of the award letters and contract documents. If required, the tender inviting authority may ask for TDS certificates pertaining to private organizations.
5. The bidder should have an average annual turnover of Rs. 3 Crores per annum for the last three financial years (FY 2022-23, 2021-22, 2020-21). The average annual turnover certificate having UDIN and the audited turnover statements duly certified by a chartered accountant along with Profit & Loss Statements are required to be furnished as proofs of the same.
6. The bidder should enclose a bank solvency certificate issued by a banker for an amount not less than Rs. 25 Lakhs.
7. The bidder should provide an undertaking on his letter head / proof of having operated canteens through an E-billing payment system.
8. The firm/individual should not have been blacklisted by any Government Organization and neither any criminal case nor any economic offence is pending before any Court of Law or Registered with Police. The bidder should submit an undertaking on his company's letter head as per Annexure-III.
9. The bidder should have PAN & GST No.
10. The bidder should have ESIC & EPF Registration.

Undertaking: Bidders who do not fulfil any of the initial eligibility criteria as mentioned above or fail to submit documents complete in all respects, shall not be considered for technical evaluation.

TECHNICAL EVALUATION CRITERIA

The criteria for technical evaluation of the bids are stated hereunder:

S. No.	Criteria	Marks maximum
1	The bidder should have a minimum of 03 consecutive years of experience in running CANTEEN / RESTAURANT or a similar type of COMMERCIAL ESTABLISHMENT (Eating Outlet) as a vendor / food aggregator in any Govt. / Semi Govt. / PSU / Autonomous bodies and Private Organizations. The bidder should upload the copies of the award letters and contract documents. If required, the tender inviting authority may ask for TDS certificates pertaining to private organizations. (a) 4 marks for each one year of experience.	24 (maximum)
2	Average Annual Turnover for Last Three Financial Years. (a) 9 marks for an average annual turnover of Rs 3 Crore for last 03 Financial Years (FY 2022-23, 2021-22, 2020-21). (b) 3 additional marks for every additional turnover of Rs.1 Crore over a turnover of Rs.3 Crore on pro rata basis.	18 (maximum)
3	Total Number of Clients in any Govt. / Semi Govt. / PSU / Autonomous bodies / Private Organizations for whom the Bidder has previously served or currently serving as a Vendor or as a Food Aggregator. (Please fill Annexures – I & II of this NIT) (a) 04 marks for each no. of client.	16 (maximum)
4	Performance Report / Feedback provided by clients. The bidder must upload the performance certificate issued by the client to the bidder. a. 03 marks for each "Satisfactory" performance report. b. No marks for each "Unsatisfactory" performance report.	12 (maximum)
5	Presentation by a bidder before a duly constituted committee of the institute. The presentation should include the following: (a) Proposed layout of kitchen and sitting arrangement for IIT Delhi premises including general ambience, lighting, etc. (b) Plan for maintaining hygiene inside and outside of the canteen premises. (c) Precautions to be taken to maintain hygiene and ensure food safety standards in food preparation, handling, and storage. (d) Pest control measures. (e) The bidder should provide proof of possessing an E-commerce platform for ordering food, delivery of food and payment transactions. (f) Timeline to start operations, if awarded the work. (g) Operational Capabilities (showing the number of times that bidder provided special services during the institute/client events and festivals. (h) Sustainability and Social Responsibility (showing whether the bidder uses biodegradable packing materials, proper segregation of organic & non-organic waste items etc.)	30 (maximum)
Total Marks = 100		

- The minimum qualifying marks in each attribute shall be 50%.
- The minimum qualifying marks overall for opening of financial bid is 70%.
- The Bidder with the lowest total bid price will be designated as (L1) and the space will be allotted to the L-1 bidder.

FINANCIAL EVALUATION CRITERIA.

1. The financial criteria having 100% weightage will be evaluated on the basis of the rates quoted by the bidder in BoQ. **It is to be noted that the final selling price in the menu at the start of operations will be submitted by the L1 bidder to the Estate Office for its approval.**

GENERAL TERMS & CONDITIONS

1. License for the commercial establishment shall be given for maximum 3 (THREE) years and shall be renewed on yearly basis for every calendar year. Such renewal of licenses shall be made after due deliberations in the CELC for the performance of the outlet during the current license period.
2. The Licensee shall obtain Government / Municipal licenses required for running the Licensee's business and shall abide by all the terms & conditions of those licenses.
3. The Licensee once allotted a Shop / Commercial Establishment / Premises in the campus will not be considered eligible to participate in allotment of another Commercial Establishment in the campus during the entire period of its allotment in the campus either in the same name or by changing / altering the name or constitution of the establishment / proprietor / Licensee/ firm, company etc. For proprietors, only one person in blood relation or a close relative will be considered as eligible for allotment of license in the campus.
4. In the case of Govt. or Limited company, the authorized officer / Manager will run the business / office with due intimation to the Licensor.
5. The Licensor shall retain the original License Deed and Licensee shall keep the duplicate copy (photocopy) of the License Deed.
6. The Licensee shall bear and pay the cost, charges and expenses or any incidentals, for the preparation and execution of this deed, in duplicate.
7. The Licensee during the license period, permanently or temporarily, shall not share / franchise or sublet to anybody else and shall not be allowed to take any person to share the premises or in partnership without the prior written permission of the licensor, nor shall he be entitled to allow any person to occupy the licensed premises or to use any part thereof without the permission in writing from the licensor.
8. An empowered committee of officers in CELC and CEMC, appointed by the Licensor shall exercise a supervisory control over the shops both with regard to the fixation of prices of items as well as observance of other rules, quality control, hygiene and the cleanliness of the premises respectively. The decision of respective committee with regard to the price of any item sold at the Shop / Commercial Establishment / Premises shall be binding on the Licensee. The Shop / Commercial Establishment / Premises shall be open to inspection by any member / members of the committee at all reasonable hours.
9. The Licensee shall always be a bare Licensee of the said shop / premises and nothing herein contained shall be construed as conferring ownership of the said Shop / Commercial Establishment / Premises or any part thereof so as to give the Licensee any interest therein. The overall control and superintendence of the said Shop/Commercial Establishment/Premises shall remain with the Licensor through the Commercial Establishment Monitoring Committee (CEMC) & Commercial Establishment Licensing Committee (CELC) whose officials shall, at all reasonable hours, be entitled to inspect the said shop to ensure its bonafide use.
10. The Licensee shall not use the Shop / Commercial Establishment / Premises for any purpose other than for which it has been licensed without the written permission of Licensor.

11. The Licensor reserves the right to allow / disallow selling of specific items other than mentioned in the special conditions of the agreement for a specified period as per the need of the Institute community to any shop.
12. The Licensee shall not close the establishment for a continuous period of three or more days. Under extremely compelling circumstances, the Licensee will have to intimate Estate Officer.
13. The Licensee will follow Shop / Commercial Establishment / Premises operation / running timings.
14. That the Licensee(s) shall be licensed the said premises equipment, installations, fittings and fixtures provided, if any, on 'As-is-where-is basis' and the Licensee shall not make any additions / alterations in the licensed space, installations if installed, including electric installations and wiring without the prior permission of the Licensor in writing. Necessary light and fan installations shall be arranged by the licensee at his own cost. For other trade specific works of civil / electrical / plumbing / AC nature, required for the operations of establishment, the Licensee may execute the same with prior approval of IITD and maintain them for the period of License at its cost.
15. The Licensee shall keep the Shop / Commercial Establishment / Premises and surroundings neat and clean and maintain the general hygiene. Also, the Licensee shall not employ or permit to be employed or allow to enter into or remain in the said Shop / Commercial Establishment / Premises any person suffering from any contagious or infectious disease. The licensee shall be responsible for maintaining the health card of his employees, which, on demand by Licensor, shall be made available by the Licensee.
16. On revocation of license or on expiration of license, if license is not renewed, the Licensee shall remove fittings and fixtures provided and fixed by him and remove the name of the Shop / Commercial Establishment / Premises written by Licensee and make good the damage, if any, done during such removal and restore the Shop / Commercial Establishment / Premises to its original condition, except normal wear and tear, at his own cost. Failing to do so, the licensor shall remove fitting sand fixtures, name of the shop and repair the damage and restore the shop / commercial establishment / premises in its original condition except normal wear and tear at the cost as estimated / incurred by the licensor and the same shall be recovered from the security deposit of the Licensee.
17. No bill shall be stuck on any part of the Shop / Commercial Establishment / Premises or of the building on outside or inside or in the corridor. Bills found pasted in contravention of this clause shall be removed by the Licensee forthwith at his cost on being pointed out by the Licensor.
18. Sleeping in the Shop / Commercial Establishment / Premises is not permitted beyond the operation / running timings, and / or overnight. Permission to stay, for one person, at night hours, shall be granted to specific trades, only where delivery of goods is received during night hours. Estate officer shall be the final authority to take such a decision.
19. The Licensee, at its own cost, shall arrange to dispose-off the generated dry and wet waste, after segregation, only into the bins provided by IIT Delhi at various locations in the campus or shall arrange with the agency deputed by IIT Delhi.
20. The Licensee will ensure all safety measures against fire risk due to equipment's, oven, fridge, etc. being used in the Eating Outlet / Shop / Commercial Establishment / Premises, to the satisfaction of the Fire Department and the Estate Officer.

21. Fly net, electrical insect killer & rodent repellent, as required for the general hygiene of food premises, shall be followed in the Shop / Commercial Establishment / Premises.
22. The rates for various services accepted by IITD shall be displayed at prominent locations for the convenience of IIT Delhi Community.
23. The Licensee shall issue printed bills with QR/Bar Code for all items sold by him and shall be responsible for depositing the GST to the Govt. agencies as per Govt. norms. All mandatory taxes like GST, etc. shall be mentioned on the bill wherever applicable.
24. The Licensee shall not keep any animal, inside or outside, the said shop.
25. On expiry of the period fixed in the license or on revocation of the license or on breach of any of the terms and conditions set forth above, the licensor shall be entitled to assume exclusive and absolute physical possession of the said premises and deal with it in such a manner as deemed fit. Any belonging of the Licensee, if found in such premises, shall be liable to be auctioned unless claimed within one month of the resumption of such premises by the Licensor.
26. No vehicle used for transportation / Carriage of materials etc., shall be parked in the premises except for duration for loading / unloading of materials.
27. Modes of e-Payments through credit, debit or ATM cards, RuPay, PayTm, etc. should be made available.
28. The shop / commercial outlet cannot add any service / food item or increase the price of services / food item without prior approval of the Estate Officer. The prices of those services / food items shall be fixed with the approval of CELC and are to be displayed on the Rate List at a conspicuous place in the shop.
29. The licensee will have to submit their present and permanent address with proof and e-mail ID, etc. in the Estate Office while signing the License deed.
30. The waste shall be disposed of by the vendor to the Institute's waste collection vehicle in segregated form (dry / wet / hazardous) packed in bio-compostable bags. In case the Licensee is found disposing the waste in the surroundings of the shopping complex or any other location, a penalty shall be imposed as per the Institute's policy.
31. Wherever the Competent Authority is mentioned, it is deemed to be synonymous with Estate Officer of the IIT Delhi.
32. In the event of the death of the licensee, the license shall come to an end. However, the Licensor may permit the Legal Heir of the licensee to run the business on the same Terms & Conditions for the remaining period of the license on the execution of a fresh deed of license by such Legal Heir.
33. A Licensee (an individual / a firm) already operating a commercial establishment on the campus, is not eligible to participate in allotment of another commercial establishment / outlet in the campus during the entire period of his / her / their engagement on the campus.
34. The Licensee shall abide by the conditions of the License Deed executed between the Licensee and the Licensor during the period of license. The Estate Officer, IITD reserves the right to serve notices to the Licensee for non-observance of any condition of the License-deed and can recommend the CELC for termination of license of the vendor.
35. The Licensee will have to execute and sign a License Deed on one hundred rupees Non-Judicial Stamp Paper as per the Institute's format.
36. Any subsequent tax imposed by the Govt./statutory body shall be applicable and borne by the Licensee.

37. All other conditions / policy matters not included in this Tender Document shall be governed by the Commercial Establishment Allotment Rules of the Institute.
38. Notwithstanding any other provisions in this license deed, the Licensee acknowledges that the Institute reserves the rights to review / revise policy decisions from time to time with respect to the terms and conditions governing the licenses granted to the commercial establishments. These may extend to cover the License Fees, rates of electricity and water, etc. The Licensee agrees and acknowledges that such policy decisions shall become applicable to the present License Deed and that the Licensee shall be bound to comply / adhere with the same without demur.
39. The terms and conditions as given in the “Commercial Establishment Allotment Rules” document, if applicable, for allotment of space mentioned herein shall also form a part of the License Deed.

TERMINATION CLAUSE

1. IIT Delhi reserves the right to terminate the license given to the Licensee at any point of time if he/she violates from any of the clauses mentioned in this tender document. The decision of the Institute shall be final and binding upon Licensee.
2. That in case the license for use and occupation of the premises is terminated, revoked or cancelled by the licensor, the use of premises by the Licensee or his staff/workers will be treated as unauthorized occupancy and the Licensor shall have the right to disconnect the electricity and water connection to the said shop, without any reference or notice, in addition to the right to recover unauthorized use and occupation charges.

RENEWAL CLAUSE

1. Licenses for all commercial establishments may be renewed by the Licensor on a yearly basis every calendar year. Such renewal of licenses may be made after due deliberations in the Commercial Establishment Licensing Committee (herein also referred to as CELC) of IIT Delhi for the performance of any outlet during the current license period. All communications on renewal / termination of license shall be issued by the Estate Office well in advance before expiry of the current license period and process for the award of space to a fresh vendor shall be initiated accordingly.

RENT CLAUSE

1. For rent calculations, the entire service area / storage area / cooking area / washing area / office area / dining area, etc. shall be treated as a covered area. Any open area permitted by the Estate officer for sitting / eating purpose shall not be charged. The toilet / washroom area shall not be a part of the covered area for rent purposes. The open area appurtenant to more than one establishment would be allowed for use to all establishments and no individual Licensee shall have any right for its exclusive usage.
2. The Licensor reserves the right to review / revise the rates of License Fee as per the decision of the Institute. The Licensee agrees to be bound by the revised rates without demur.
3. **The License Fee will be charged as per “Commercial Establishment Allotment Rules”. License fee will be charged as per rates revised and effective from 01/01/2024 @ (at the rate of) Rs.10.92 per sqft per month. An increase in the License fee @ of 5% (compounded annually) on prevailing License fee at the time of renewal, if any made by Licensor, every year, starting from 1st January of every calendar year**

4. **The Licensee will be required to deposit an amount equal to twelve months License Fee (within 15 days from date of issue of award letter) as Security Deposit with the Licensor. The security deposit will be non-interest bearing and shall be returned to the Licensee after expiry or soon after termination of the license, after making deductions, if any, against unpaid bills, damages, etc.**
5. If the License Fee hereby reserved or any other part thereof, shall at any time be in arrears or remain unpaid after the due date, or if the Licensee at any time fails or neglects to perform or observe any of the terms and conditions contained herein and on his part to be observed and performed, then, in that event the licensor may, without prejudice to any other remedies or rights, revoke the license by giving 15 (FIFTEEN) days' notice in writing to the Licensee and re-enter the premises in question or any other part thereof. The Licensee shall upon such revocation peacefully give up possession of the premises in question without any right to compensation whatsoever. In addition, the Licensor reserves the right to take its remedies against any other breach of the terms and conditions against the Licensee.

PENALTY CLAUSE

1. Non-payment / Delayed payment of dues by Vendors / Licensees:
 - a. License fee or other dues shall be paid by the Licensee as per dates mentioned in the bills raised by Estate Office, IITD and paid through online / account payee Cheque / DD / Bank Challan drawn in favour of Registrar, IITD. Late payment of License fee will attract penalties and other penal interests @ Rs.500/- per month or 18% per annum of amount due computed on monthly basis, whichever is higher. Licensor reserves the right to discontinue the license of any commercial establishment for non-payment of amount due for a period more than 3 months by the Licensee.
 - b. Penalties can also be imposed on the Licensee for violation, on their part, of any term and condition of License Deed. All such complaints received directly or through Commercial Establishment Monitoring Committee of IIT Delhi (herein referred as CEMC), shall be further examined in CELC or by the Estate Officer under intimation to the Chairman, CELC before deciding the penalty. CEMC is a non-statutory body of IIT Delhi with a mandate to carryout random / surprise checks on rates, quality, service, general cleanliness and hygiene of premises maintained by the Licensee. The penalty can be imposed in the following manner:
 - c. On 1st complaint: Rs.2000/- and a warning to improve and comply with the orders from the Estate Officer. In the event of non-payment of penalty amount by the Licensee within the stipulated date, the Licensor reserves the right to deduct / recover the said amount from the security deposit amount of the Licensee.
 - d. On 2nd complaint: Rs.3000/- and a warning to comply with the orders from Estate Officer. In the event of non-payment of penalty amount by the Licensee within the stipulated date, the Licensor reserves the right to deduct / recover the said amount from the security deposit amount of the Licensee.
 - e. On 3rd complaint: Rs.5000/- and issuing of show cause notice for cancellation of License by the Licensor. In the event of non-payment of penalty amount by the Licensee within the stipulated date, the Licensor reserves the right to deduct / recover the said amount from the security deposit amount of the Licensee.

- f. However, absolute power lies with the Licensor and the license can be terminated by Licensor anytime without assigning any reason therefore apart from above penalty; Licensor reserves the right of revocation of license as a Licensor by giving 15 (FIFTEEN) days' notice.
- g. In addition to the penalty proposed above, if the Licensee fails to clear his outstanding dues within the stipulated period mentioned in the notice, then the Electricity / Water connection to the premises, if provided by IITD, can be disconnected by the Licensor without serving any further notice to the Licensee.

LABOUR CLAUSE

1. Any employee whose conduct is not found appropriate by the IIT Delhi Community / Licensor, will be removed by the Licensee with immediate effect from the occurrence of the misconduct.
2. No child labour shall be employed by the Licensee. The Licensee shall abide by the following laws: -
 - a. Child Labour (Prohibition & Regulation) Act, 1986
 - b. The Payment of Wages Act, 1936
 - c. Employees' State Insurance Act, 1948
 - d. Employees Provident Funds and Miscellaneous Provisions Act, 1952
 - e. Contract Labour (Regulation & Abolition) Act, 1970
3. If at any stage the Licensee / Vendor or his employee(s) is/are found to be involved in any uncalled-for activity inside or outside the premises of the Institute, which may bring disrepute to the Institute, the license is liable to be terminated by the Competent Authority by giving 30 days' notice in writing to the Licensee. The Vendor shall remove any such employee from employment who is found intoxicated at the workplace in working hours, not found following the work conduct or not found fulfilling any other condition mentioned herein.
4. The Licensee is required to arrange police verification of all his employees. No person with any adverse record with the police should be employed by the Licensee.

RESTRICTIONS ON USE OF PLASTICS

1. Use of throwaway plastics (single-use plastic) is banned inside the IITD campus.
2. Carry bags made from compostable plastics bearing the label "compostable" and conforming to the Indian Standard can be used.
3. Use of Paper bags/plates/cups, etc., is encouraged. Cloth bags may be made available in lieu of plastic bags for users.

WATER, ELECTRICITY & PNG

1. The Licensee shall obtain PNG connection in the said Shop / Commercial Establishment / Premises directly from the IGL.
2. The Licensee shall obtain electricity connection in the said Shop / Commercial Establishment / Premises directly from the BSES. In case electricity is provided by IITD for the purpose of running the facilities then the licensee/bidder is required to pay electricity charges as fixed by IITD from time to time, as per the demand raised by the Estate Office of IITD.
3. Water will be provided for basic activities based on metered consumption at the applicable rates. The licensee/bidder is required to pay the water charges as fixed by IITD from time to time, as per the demand raised by the Estate Office of IITD.

4. Every effort must be exercised by licensee/bidder to minimize electricity and water usage and avoid unnecessary usage and wastage.

FORFEITURE OF EARNEST MONEY

1. Earnest money will be forfeited on non-occupation of the allotted premises and commencement of operations within one month (or as decided by the Estate Officer) of issue of allotment letter. The allottee shall not have any claim on such forfeiture / cancellation of License.

BID REJECTION

1. Conditional tenders / application forms will be summarily rejected.
2. The bidder should not have been blacklisted or debarred by any other Entity/Organization during the past 5 (Five) years. If the Institute gains knowledge of the above at any time, the bid is liable to be summarily rejected and if the License has already been awarded, the same can be terminated and security deposit forfeited.
3. In the event of a bidder submitting any forged/fake document, the bid is liable to be summarily rejected and if a License has already been awarded, the same can be terminated and security deposit forfeited.

DISPUTE CLAUSE

1. That the office of Estate officer, IIT Delhi only, shall have the jurisdiction to entertain any application in respect of any proceedings under this "Commercial Establishment Tender" document. This document shall be governed by and construed in accordance with the providing laws of Government of India and any disputes arising under this License Deed can be dealt in courts at NCT Delhi.

FORCE MAJEURE

1. The parties here are relieved of any liability if unable to meet the terms and conditions of this License/Contract due to any "Act of God", riots, epidemics, pandemics, strikes, or any act or order which is beyond the control of the party not in compliance, provided that it takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.
2. Lockdowns: If any lockdowns are imposed for a substantial period due to any unforeseen circumstances, the license fee payable and menu and prices of food items can be re-negotiated on mutually agreeable terms.

SPECIAL TERMS AND CONDITIONS FOR EATING OUTLET

- (i) The bidder will use state-of-the-art kitchen equipment.
- (ii) All eatables served shall be fresh & of very good quality.
- (iii) Only food grade spices / material / oils etc. shall be used.
- (iv) Usage of MSG, synthetic colours, and Vanaspati/Dalda in any food preparations or storing them in allotted premises is strictly prohibited.
- (v) High standard of hygiene shall be maintained with respect to food storage (prepared and raw), cleaning and cooking area.
- (vi) Used plates and other utensils should be cleared and taken to the designated wash areas for cleaning.
- (vii) All items to be sold in the canteen / eating outlets shall be sold at all rates approved by authorized committee of IIT Delhi / CELC / CEMC.
- (viii) No vehicle, used for transportation / Carriage of materials etc., shall be parked on the premises except for duration for loading / unloading of materials.
- (ix) The generated waste, leftovers, food waste shall be collected by the Licensee in a separate bin which shall be disposed-off by him/her through Piggeries, outside IIT Delhi location.
- (x) Only branded and FSSAI approved ingredients be used for making edible material by the Licensee. For drinking purposes, only RO water should be served. The cost of RO plant shall be borne by Licensee.
- (xi) Eating outlet cannot add any menu items or increase the price of food items without prior approval of CELC. Prices are to be displayed on the Rate List at a conspicuous place in the canteen.
- (xii) Hygiene should be maintained during the services. Hygiene and sanitation standards should strictly comply with FSSAI regulations and/or prevalent norms. Compliance with the hygiene standards will be checked periodically. Non-compliance to hygiene standards will be a sufficient reason to terminate the contract/license.
- (xiii) Water bottles, tetra pack juices, cold drinks, ice creams, branded biscuits, chips etc. will not be sold above MRP.
- (xiv) The rates of food items will be as per the rate list approved by the licensor.

ANNEXURE-I

DETAILS OF VENDOR / FOOD AGGREGATOR

1	Name of the Food Aggregator / Vendor	:	
2	Total number of Clients for whom the Bidder has previously served as Food Aggregator or as vendor	:	
3	The year from which the Bidder has been in business as Food Aggregator or as vendor.	:	
4	Attach Experience Certificates from the previous and current clients for whom the Bidder has served as Food Aggregator or as vendor	:	

It is certified that the information supplied by me/us is true and correct to the best of my/our knowledge & belief, and nothing has been concealed herein, and this information can be used for assessment of performance vis-à-vis tender (s).

(Seal & Signature of the bidder)

Details of Clients

List of the clients for whom the Bidder has undertaken such work / services		
Name of the Organization / Client	Name of the contact person	Contact no. & Email id of the client

It is certified that the information supplied by me/us is true and correct to the best of my/our knowledge & belief, and nothing has been concealed herein, and this information can be used for assessment of performance vis-à-vis tender (s).

(Seal & Signature of the bidder)

ANNEXURE-III

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY.....
2. NAME AND DESIGNATION OF AUTHORISED REPPRESENTATIVE.....
3. COMMUNICATION ADDRESS.....
.....
4. PHONE No. /MOBILE No.....
5. FAX.....
6. E-MAIL.....

PARTICULAR DETAILS OF THE BIDDER REPRESENTATIVE

1. NAME OF THE CONTACT PERSON.....
2. DESIGNATION.....
3. PHONE No.
4. MOBILE No.
5. E-MAIL

UNDERTAKING

1. I, the undersigned, certify that I have gone through the terms and conditions mentioned in the bid document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of the contract.
3. I/we give the right to the competent authority of the Indian Institute of Technology Delhi to forfeit the Earnest Money/Security Money deposited by me /us in case of breach of Terms & Conditions of the NIT & Contract.
4. That (name of the bidder / company) has not been blacklisted or declared insolvent by any of the Union or State Government / Organizations.
5. I hereby undertake to provide the services as per the direction given in the tender document/contract agreement.

(Seal & Signature of the bidder)

<< Organization Letter Head >>

DECLARATION SHEET

I/We, _____ hereby certify that all information and data furnished by me/us in respect of our organization with regard to this tender specification are true and complete to the best of our knowledge. I/We have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that I/We/am/are authorized (Copy attached) by my/our company/organization to participate in the Tender and my/our organization meets all the conditions of eligibility criteria laid down in this tender document.

I/We, further specifically certify that our organization has not been Blacklisted / Delisted or put to any Holiday by any Institutional Agency / Govt. Department / Public Sector Undertaking in the last three years.	Name & Address of The Vendor / Manufacturer / Agent
1) Phone	
2) E-mail	
3) Contact Person Name	
4) Mobile Number	
5) GST Number	
6) PAN Number	
(In case of on-line payment of EMD) 7) UTR No. (For EMD)	
8) Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder	

(Seal & Signature of the bidder)

ONLINE BID SUBMISSION CHECK LIST

The Online bids (complete in all respect) must be uploaded online in two envelopes as explained below.

S.No.	Content	File Type
	Technical Bid	
1.	Proof of EMD, i.e., online payment receipt with UTR no.	.pdf
2.	PAN & GST No.	.pdf
3.	ESIC & EPF Registration.	.pdf
4.	Document for registration of firm with Registrar of companies or Registration Certificate of Establishment from local bodies.	.pdf
5.	Annual average turnover certificate, audited turnover statements, Profit & Loss Statements for last 03 FY's.	.pdf
6.	Solvency certificate.	.pdf
7.	Experience / Performance Certificates issued by the client.	.pdf
8.	Proof of possessing E-billing System or an undertaking on bidders letter head.	.pdf
9.	Annexure-I	.pdf
10.	Annexure-II	.pdf
11.	Annexure-III	.pdf
12.	Annexure-IV	.pdf
13.	Any other document as specified in NIT.	.pdf
	Financial Bid	
1.	Price bid in BoQ format.	.xls

Financial Bid

BoQ

S. No	Description of Item	Quantity	Unit	Rate	Amount
	Beverages				
1.	Milk Tea (100 ml)	1	No.		
2.	Masala Chai (100 ml)	1	No.		
3.	Dip Tea (150 ml)	1	No.		
4.	Milk Coffee (150 ml)	1	No.		
5.	Black Coffee (150 ml)	1	No.		
6.	Cold Coffee (150 ml)	1	No.		
7.	Milk (150 ml)	1	No.		
8.	Mango Shake (250 ml)	1	No.		
9.	Banana Shake (250 ml)	1	No.		
10.	Lassi (250 ml)	1	No.		
11.	Nimbu Paani (250 ml)	1	No.		
	Breakfast (9:00 AM to 11:00 AM)				
12.	Aloo Onion Parantha (200 g)	1	No.		
13.	Aloo Parantha (200 g)	1	No.		
14.	Gobhi Parantha (200 g)	1	No.		
15.	Egg Parantha (200 g)	1	No.		
16.	Paneer Parantha (200 g)	1	No.		
17.	Butter Slice (2 slices)	1	No.		
18.	Jam Toast (2 slices)	1	No.		
19.	Bread Pakoda (80 g)	1	No.		
20.	Paneer Bread Pakora (110 g)	1	No.		
21.	Samosa (50 g)	1	No.		
22.	Vegetable Poha (200 g)	1	No.		
	Lunch (12:30 PM to 2:00 PM)				
23.	Palak Paneer (200 g)	1	No.		

24.	Mutter Paneer (200 g)	1	No.		
25.	Shahi Paneer (200 g)	1	No.		
26.	Kadai Paneer (200 g)	1	No.		
27.	Paneer Butter Masala (200 g)	1	No.		
28.	Mutter Mushroom (200 g)	1	No.		
29.	Seasonal Vegetables (200 g)	1	No.		
30.	Mix Vegetables (200 g)	1	No.		
31.	Kadi Pakoda (200 g)	1	No.		
32.	Malai Kofta (200 g)	1	No.		
33.	Dal Makhani (200 g)	1	No.		
34.	Dal Fry (200 g)	1	No.		
35.	Rajma/ Chholey (200 g)	1	No.		
36.	Chholey Bhature (200 g)	1	No.		
37.	Egg Curry One egg	1	No.		
	Rice Items				
38.	Plan Rice (150 g)	1	No.		
39.	Jeera Rice (150 g)	1	No.		
40.	Peas Pualo (200 g)	1	No.		
41.	Veg. Fried Rice (150 g)	1	No.		
42.	Paneer Pulao (150 g)	1	No.		
43.	Veg Biryani (350 g)	1	No.		
	Tandoori Items				
44.	Tandoori Roti (50 g)	1	No.		
45.	Tawa Roti (50 g)	1	No.		
46.	Laccha Parantha (50 g)	1	No.		
47.	Stuff Parantha (80 g)	1	No.		
48.	Plain Naan (50 g)	1	No.		
49.	Butter Naan (50 g)	1	No.		
50.	Stuff Naan (80 g)	1	No.		

51.	Plain Thali A) Dal/Rajma/Chohole (150 g) B) Seasonal / Mixed veg (150 g) C) 3 Chapaties / 2 Naan D) Rice Plain (150 g) E) Raita & Salad	1	No.		
52.	Special Thali A) Shahi Paneer/ Kadhai Paneer / Matar Paneer / Palak Paneer. (100 g) B) Dal Makhani / Dal Fry / Chhole. (150 g) C) Seasonal Vegetable (150 g) D) Raita/Dahi (150 ml) E) Plain Rice/Zeera Rice/ Peas Pulao (150 g) F) Roti (3 chapatties / 2 Naan) G) Sweet Dish H) Salad	1	No.		
Sweet Dish					
53.	Badam Kheer (150 g)	1	No.		
54.	Gulab Jamun (50 g)	1	No.		
55.	Balushai (50 g)	1	No.		
56.	Besan Laddu (50 g)	1	No.		
57.	Besan Barfi (50 g)	1	No.		
58.	Seasonal Halwa (Gajar / Moong Dal) (100 g)	1	No.		
59.	Jalebi (100 g)	1	No.		
Chowmein					
60.	Veg. (Full)	1	No.		
61.	Veg. (Half)	1	No.		

62.	Egg (Full)	1	No.		
63.	Egg (Half)	1	No.		
Juices					
64.	Mausami Juice (250 ml)	1	No.		
65.	Pomegranate Juice (250 ml)	1	No.		
66.	Mixed Fruit Juice (250 ml)	1	No.		
Snacks					
67.	Vegetable Sandwich (80 g)	1	No.		
68.	Paneer Sandwich (80 g)	1	No.		
69.	Egg Sandwich (One egg with two slice)	1	No.		
70.	Omelette (One egg with two slice)	1	No.		
71.	Egg Bhurji One egg	1	No.		
72.	Egg boiled One egg	1	No.		
73.	Plain Maggi One Packet	1	No.		
74.	Vegetable Maggie One Packet	1	No.		
75.	Vegetable Cutlet 2 pcs., 40 g each	1	No.		
76.	Kachori (with Alu Subzi) 2 pcs., 40 g each	1	No.		
77.	Namak Pare (100 g)	1	No.		
78.	Mixed Pakora (100 g)	1	No.		
79.	Gobhi Pakoda (100 g)	1	No.		
80.	Onion Pakora (100 g)	1	No.		
81.	Palak Pakora (100 g)	1	No.		
82.	Aloo Pakora (100 g)	1	No.		
83.	Paneer Pakora (100 g)	1	No.		
84.	Daal Vada 1 Pc (40 g)	1	No.		
85.	Dhokla (40 g)	1	No.		

86.	Puri Subzi 4 pcs. poori with subzi	1	No.		
87.	Pav Bhaji 2 Pav (250 g)	1	No.		
	South Indian				
88.	Idli Sambhar 2 pcs. (375 g)	1	No.		
89.	Vada Sambhar 2 pcs. (380 g)	1	No.		
90.	Plain Dosa with Sambhar and Chatni (380 g)	1	No.		
91.	Masala Dossa with sambhar and chatni (475 g)	1	No.		
92.	Paneer Dossa with sambhar and chatni (475 g)	1	No.		
93.	Plain Uttapam (400 g)	1	No.		
94.	Veg Uttapam (450 g)	1	No.		