



NIT

NIT No.	: 32/EE/WD-5/DDA/2019-20
Name of work	: Providing catering and related services for running staff canteen at DDA office Vikas Minar, I.P Estate, New Delhi.
Earnest Money	: Rs. 10,000.00
Time Allowed	: 3 Years

This NIT contains Pages from 01 to 30 (One to Thirty) only.

AE(P)/WD-5

EE/WD-5

DELHI DEVELOPMENT AUTHORITY

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INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. Bidders will submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for tendering.
3. Bidder should do the enrollment in the e-Procurement site using the **“Online Bidder Enrollment.”** option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
4. Bidder need to login to the site through their user ID/ Password chosen during enrollment/registration.
5. Then the Digital Signature Certificate (Class II or Class III Certificate with key signing usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard should be registered.
6. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
7. Contractor/Bidder may go through the tenders published on the site and download the required tender documents /schedules for the tenders he/she is interested.
8. After downloading/getting the tender documents/schedules, the Bidder should read them carefully and then submit the documents as asked, otherwise bid will be rejected.
9. Bidder then should login to the site through the secured log in by giving the user id password chosen during enrollment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
10. Bidder should select the tender which he/she is interested in by using the search option and then moves it to the ‘my tenders’ folder.
11. From my tender folder, he selects the tender to view all the details indicated.
12. It will be construed that the bidder has read all the terms and conditions before submitting his/her offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise , the bid will be rejected.
13. If there are any clarifications, these may be obtained through the site, or through contacts or during the pre-bid meeting, if any . Bidder should take into account the corrigendum published from time to time before submitting the online bids.

14. The Bidders can update well in advance, the documents such as certificates, annual report details etc. under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. Bidder should submit the EMD as specified in the tender. The original receipt of the payment should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date and time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder should read the terms and conditions and will accept the same to be processed further to submit the bid packets.
17. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
18. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be liable to be rejected.
19. If the financial (price) bid format is provided in a spread sheet file like BoQ_xxx.xls, the rate offered should be entered in the allotted space only and uploaded after filling the relevant columns. The financial (price) bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender and action may be initiated against such bidder for tampering the documents.
20. The bidders are requested to submit the bids through online e-tendering system to the Commissioner (P)/Competent Authority well before the bid submission end date and time (as per Server System Clock). The Competent Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
21. After the bid submission (i.e., after Clicking "Freeze Bid Submission" in the Portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
22. The time settings fixed in the server side and displayed at the top of the tender site will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
23. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by any one until the time of bid opening.

24. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to symmetric encryption using buyers/bid openers' public keys . Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
25. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
26. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
27. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallel for any further queries, the bidders are asked to contact over phone 0120-4200462, 012-4001002/005 or send a mail over to cpdp-nic@nic.in and support-eproc@nic.in.
28. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works , that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with all the provisions of the Standard/ General conditions/ Clauses of Contract/bid document for the completion of works to the entire satisfaction of the Competent Authority or Commissioner(Personnel).
29. The tenderer will comply all the statutory taxes as applicable at the time of tendering/Bidding.
30. The bidder should upload the tender acceptance letter on **company letter head** as per Annexure-V

Executive Engineer/WD-5
Delhi Development Authority

DELHI DEVELOPMENT AUTHORITY

Invite E-tendering Notice

Online item rate tenders on license fee basis in two bid system (Technical and Financial) are invited through E-tendering mode for following work by Executive Engineer/WD-5, DDA, on the date mentioned below on behalf of Delhi Development Authority upto 03:00P.M. from the approved eligible contractors/reputed financial sound firms having experience in running canteen in Central/State Government/PSU Department through E-tendering mode in the presence of intending firms or their authorized representative .

INITIAL CRITERIA FOR ELIGIBILITY FOR TENDER

The applicant who fulfills the following requirements shall be eligible to apply:-

1. The Bidder must have at least 3 years satisfactory experience of running canteen in Central/State Government/PSU Offices located in Delhi/New Delhi having not less than 1000 numbers of employees in each organization where the Bidder is running the canteen.
2. The Bidder's average Annual Financial Turnover(gross) in catering services during the last three Financial Years should not be less than Rs. 20 lacs (Rs. Twenty Lacs.)
3. The Bidder must possess EPF, ESI,GST (Food safety) FSSAI , Registration Number issued by respective EPF/ESI & GST (Food Safety) FSSAI Offices located in Delhi/ New Delhi only. PAN No. is also mandatory.
4. The Bidder should have ISO certificate and possess license as per Food Safety and Standard Act, 2006 (Attested copies to be submitted).
5. The Bidder should not have been debarred or black listed in any central/state government/municipal agency

DDA reserves the right to reject or accept any tender without assigning any reason whatsoever.

(Tenderers are required to participate as per e-tendering procedure of DDA.)

SI No.	Items	Description
1.	Scope of Work	Providing catering and related services for running staff canteen at DDA office Vikas Minar, I.P Estate, New Delhi, for a period of three years, extendable upto 5 years depending upon the performance of the firm/company (on yearly basis).
2.	Availability of tender documents	The tender document as uploaded can be viewed by intending bidder free of cost. Please visit DDA's Website https://eprocure.gov.in/eprocure/app or www.dda.org.in
3.	License Fee	On License basis on nominal license fee of Rs.1000/- (One Thousand) only per annum as per criteria mentioned in bid documents.

4.	Earnest Money	The bidder shall deposit Rs.10,000/-(Rupees Ten Thousand) only as earnest money through RTGS/NEFT mode in favour of Sr. A.O. of the concerned CAU/NZ having account no.02871110000022 with HDFC Bank,B.3-2 Ashok Vihar Branch, Delhi 110052(IFSC Code :- HDFC0000287).
5.	Pre-bid meeting	Date and time 16.09.2019 at 04.30 PM
6.	Technical Bid opening	Date and Time 27.09.2019 at 11.00 AM
7.	Date of opening of Financial Bids	Will be communicated later to the technically qualified bidders in due course of time.
8.	Address for pre-bid meeting.	In the Chamber of Commissioner(Pers.) Room No. E-1, Ground Floor, B-Block, Vikas Sadan, INA, New Delhi.

Tenderers are required to furnish following documents in Technical Bid:-

- I. Scanned copy of Acknowledge of Earnest Money deposited through RTGS/NEFT.
- II. Scanned copy of Registration Certificate of the firm.
- III. Scanned copy of acknowledgement of I.T.R. of last three years, along with audited financial statements.
- IV. Scanned copy of GST Registration certificate.
- V. Scanned copy of ISO Certificate and License as per Food Safety and Standard Act,2006 Food Safety (FSSAI) Regd. No.
- VI. Scanned copy of satisfactory performance/experience certificate of running canteen in Central/State Government/PSU Offices for at least 3 years, from a service recipient i.e., Central/State Government/PSU office (on the letter head and with complete address and telephone No.) and Number of employees in each Government organization/PSU where the tenderer is running the Canteen.
- VII. Scanned copy of PAN No.
- VIII. Scanned copy of Annual Financial turn over as per Income Tax Returns Certificate of the Firm during the last three Financial Years FY2015-16, FY 2016-17, FY 2017-18 and for FY 2018-19 a Certificate of Annual Turnover furnished by the Chartered Accountant .
- IX. Scanned copy of Tender Acceptance Letter (To be given on Company Letter Head)
- X. Scanned copy of EPF and ESI No. of Firm/Company.
- XI. Scanned copy of No.of partner in Firm alongwith copy of partnership deed, if any.
- XII. The Bidder should not have been debarred or black listed in any central/state government/municipal agency. An undertaking on non judicial stamp paper of rupees 100/- needs to be furnished.

NOTE:

1. The bidder will use one UTR for one work only. In case, it is found that he has used one UTR number for different tenders, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future.
2. For terms and conditions , eligibility criteria, scope of work , the manner in which Earnest Money etc. are to be deposited through RTGS mode and other information/instruction. Please visit DDA's Website <https://eprocure.gov.in/eprocure/app> or www.dda.org.in for any assistance on e-tendering Deputy Director (IR&SW) or M/s N.I.C on email cppp-nic@nic.in, support-eproc@nic.in or 24 X 7 helpline number 0120-4200462, 0120-4001002/005

(Please visit DDA's website if there is any change in tender notice in future.)

**Executive Engineer/WD-5
Delhi Development Authority**

DELHI DEVELOPMENT AUTHORITY

IMPORTANT TERMS AND CONDITIONS FOR TENDERERS

Tenderers are required to go through the same before participating in the tender.

Tenderers are required to deposit Earnest Money amounting to Rs.10,000/- (Rupees Ten Thousand) only through separate transactions through RTGS/NEFT in the account of Sr. A.O. of the concerned CAU/NZ having account no.02871110000022 with HDFC Bank,B.3-2 Ashok Vihar Branch, Delhi 110052(IFSC Code :- HDFC0000287). Copy of the compliance to the eligibility Criteria should be scanned and uploaded along with the unique transaction reference of RTGS/NEFT for Earnest Money by the tenderer in the e-tendering system at the time of uploading of the tender.

The department will get EMD verified from Sr.A.O.(CAU)NZ/DDA on the unique transaction reference number against RTGS/NEFT payment before the tenders are opened. Tenders not accompanied with EMD shall not be considered.

1. Tenderers must read complete tender document before filing bids. Many terms and conditions are given in draft of agreement (Annexure-IV) and other Annexure to avoid duplication.
2. The unique transaction reference on RTGS against EMD shall be placed online at specified location for Tender for Electronic Time and Attendance Recording System. The tender shall be submitted online in two parts, viz., technical bid and financial (price) bid.
3. The Technical Bids shall be opened online at 03.00 P.M. on date 23.09.2019 in the presence of bidders or their authorized representatives if they wish to. Financial Bids of only those tenderers shall be opened whose technical bids qualify. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Financial Bids with Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
4. The Tenderer should furnish Rs.10,000/- as Earnest Money in the form of RTGS. The amount will be retained by DDA as part of security deposit, in case tender is accepted, otherwise, it will be refunded. However, no interest shall be payable on the earnest money.
5. The parties desirous of bidding may seek further clarification(s) if any during pre-bid meeting.
6. DDA reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of DDA with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the DDA in this regard will be final and binding on all the bidders.
7. Committee constitute for the purpose of evaluation of tenders will evaluate and may prepare a list of the tenderers found suitable based on the technical bids.
8. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
9. The DDA reserves the right to reject any or all the tenders including the lowest tender without assigning any reason.

11. The DDA reserves the right to change any condition of the tender before opening of the technical Bids.
12. Canvassing in any form will make the tender liable to rejection.
13. Conditional tender will not be accepted and will be rejected outright.
14. The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the DDA in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of Financial Bid(s) will be intimated only to such bidders who are found technically eligible as per evaluation criteria prescribed by the DDA.
15. EMD of the unsuccessful bidders will be returned to them.
16. EMD and Security Deposit of the successful bidder shall be liable to be forfeited if the contractor does not adhere to any of the following conditions.
 - a. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract.
 - b. The Contractor does not commence staff canteen services within 21 days of the award of contract.
17. The tender for the work shall remain open for acceptance for a period of Sixty (60) days from the date of opening of tender. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of tender which are not acceptable to the department, then the DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
18. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the staff canteen, DDA reserves the right to terminate the contract at 30 days notice and initiate appropriate necessary action in the matter for making alternate arrangements.
19. If any of the conditions of Tendering are not fulfilled, such Tender/Tenders will be summarily rejected outright and objections raised in this regards will never be entertained. Delhi Development Authority reserves the right to choose, accept or reject any or all requests/offer, in full or part at any stage, reduce or increase the quantity /rate of items without assigning any reasons therefore.
20. The successful bidder will be the lowest bidder who satisfies all the pre-qualification criteria . Following weightage shall be given for evaluation of Financial Bids:-
 - a. Lunch-40% (average of rates of items)
 - b. Snacks-30% (average of rates of all items will be done)
 - c. Juice/Tea/Coffee-20% -do-
 - d. Deserts/Sweets-10% -do-

TECHNICAL BID

Tenderers are required to furnish following documents in Technical Bid:-

- XIII.** Scanned copy of Acknowledge of Earnest Money deposited through RTGS/NEFT.
- XIV.** Scanned copy of Registration Certificate of the firm.
- XV.** Scanned copy of acknowledgement of I.T.R. of last three years, along with audited financial statements.
- XVI.** Scanned copy of GST Registration certificate.
- XVII.** Scanned copy of ISO Certificate and License as per Food Safety and Standard Act,2006 Food Safety (FSSAI) Regd. No.
- XVIII.** Scanned copy of satisfactory performance/experience certificate of running canteen in Central/State Government/PSU Offices for at least 3 years, from a service recipient i.e., Central/State Government/PSU office (on the letter head and with complete address and telephone No.) and Number of employees in each Government organization/PSU where the tenderer is running the Canteen.
- XIX.** Scanned copy of PAN No.
- XX.** Scanned copy of Annual Financial turn over as per Income Tax Returns Certificate of the Firm during the last three Financial Years FY2015-16, FY 2016-17, FY 2017-18 and for FY 2018-19 a Certificate of Annual Turnover furnished by the Chartered Accountant .
- XXI.** Scanned copy of Tender Acceptance Letter (To be given on Company Letter Head)
- XXII.** Scanned copy of EPF and ESI No. of Firm/Company.
- XXIII.** Scanned copy of No.of partner in Firm alongwith copy of partnership deed, if any.
- XXIV.** The Bidder should not have been debarred or black listed in any central/state government/municipal agency. An undertaking on non judicial stamp paper of rupees 100/- needs to be furnished.

Any tender found lacking with respect to the necessary information and /or documents and/or Earnest Money with the Technical Bid will not be considered.

PRICE BID (FINANCIAL BID)

- (I) Schedule of price bid in the form of Boq_XXXXX.xls.

“The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different tenders, the entire tender submitted by him will be rejected and he will be debarred from further tendering in DDA in future.”

NOTE: The tenderer shall submit the financial bid as provided in BoQ_XXXXX.xls alongwith tender documents . Bidders are advised to download and quote rates and upload in the site at the respective location.

INITIAL CRITERIA FOR ELIGIBILITY FOR TENDER

The applicant who fulfills the following requirements shall be eligible to apply:-

1. The Bidder must have at least 3 years satisfactory experience of running canteen in Central/State Government/PSU Offices located in Delhi/New Delhi having not less than 1000 numbers of employees in each organization where the Bidder is running the canteen.
2. The Bidder's average Annual Financial Turnover(gross) in catering services during the last three Financial Years should not be less than Rs. 20 lacs (Rs. Twenty Lacs.)
3. The Bidder must possess EPF, ESI,GST (Food safety) FSSAI , Registration Number issued by respective EPF/ESI & GST (Food Safety) FSSAI Offices located in Delhi/ New Delhi only. PAN No. is also mandatory.
4. The Bidder should have ISO certificate and possess license as per Food Safety and Standard Act, 2006 (Attested copies to be submitted).
5. The Bidder should not have been debarred or black listed in any central/state government/municipal agency

DDA reserves the right to reject or accept any tender without assigning any reason whatsoever.

**Executive Engineer/WD-5
Delhi Development Authority**

NOTICE INVITING TENDER

(E-TENDERING MODE)

Online item rate tenders on License fee basis in two bid (Technical & Financial) system are invited through E-tendering mode for the following work by Executive Engineer/WD-5, DDA, on the date mentioned below on behalf of Delhi Development Authority upto 03:00P.M. from the reputed firms in the field of providing catering and related services for running staff canteen.

The license fee shall be payable at the rate of Rs.1000/-(Rupees One thousand only) per annum. License will be granted initially for a period of three years. However, extension of period beyond three year by another two years, one year at a time, will be at the sole discretion of Commissioner (Personnel), DDA.

Name of work : Providing catering and related services for running Staff Canteen at DDA Office Vikas Minar, I.P.Estate New Delhi.

Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works as below:-

Criteria of eligibility for submission of tender documents.

1. The intending bidder must have valid digital signatures to submit the bid. Contractors who fulfill the following requirements shall be eligible to apply:-
 2. **To become eligible for issue of tender , the tenderer has to furnish an affidavit as under:-**
“I/WE undertake and confirm that eligible similar work(s) has/have not got executed through another contractor on back to back basis. Further, that if such a violation comes to the notice of the Department, then I/We shall be debarred for tendering in DDA in future forever. Also, if such violation comes to the notice of the Department before the date of start of work, the Commissioner(Pers.) shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.
 3. Agreement shall be drawn with successful tenderer on prescribed form **Annexure-IV**. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
 4. The tender document consisting of list of food items to be catered along with the specifications/scale and the set of terms and conditions of the contract to be complied with and other necessary documents except standard general conditions of contract form can be seen from website <https://eprocure.gov.in/eprocure/app> or www.dda.org.in.
- i. Earnest money shall be deposited separately through RTGS/NEFT in the account of Sr. A.O. of the concerned CAU/NZ having account no.02871110000022 with HDFC Bank,B.3-2 Ashok Vihar Branch, Delhi 110052(IFSC Code :- HDFC0000287). Copy of the compliance to the eligibility Criteria should be scanned and uploaded along with the unique transaction reference of RTGS/NEFT for Earnest Money by the tenderer in the e-tendering system at the time of uploading of the tender.
 - ii. The Department will get EMD verified from Sr.A.O.(CAU)NZ/DDA Main on the unique transaction reference number against RTGS/NEFT payment before the tenders are opened. Tenders not accompanied with tender EMD shall not be considered.

LETTER OF TRANSMITTAL

From: Name & Complete Address of the Applicant

To

Executive Engineer,
WD-5/DDA,
1st Floor, Vikas Minar, New Delhi.

Subject: Submission of E-Bid for providing catering and related services for running the Staff Canteen at Vikas Minar.

Sir,

With reference to your E-Tender Notice for the work as stated on the above mentioned subject.

1. We hereby certify that the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. We have furnished all information and details necessary for pre-qualification as per e-tender notice and have no further information to supply.
3. We hereby authorize DDA to approach employees, firms and corporation to visit the works completed by us in the past or are in progress at present to verify our competence and general reputation.
4. We submit the following certificates in support of our suitability, trained know-how & capability for having successfully completed the following works.

Sr.No.	Name of work	Certificate from

Signature of Applicant

**Name & Designation
Contact No.**

Date of Submission

ANNEXURE-II

DELHI DEVELOPMENT AUTHORITY
PROFORMA OF FINANCIAL BID

Item wise rates for providing catering and related services for running DDA Staff Canteen at Vikas Minar as per the below mentioned particulars item. The rate(s) must be quoted in decimal coinage. Amount must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one, there should not be any deletion/addition/cutting. The Conditional offers will be summarily rejected.

Sl.No.	Item	Qty	Unit	Rate	Amount
1.01	Tea (Prepared with approved Brands of Tea leaf like Brooke Bond/Red Label/Taj Mahal/Tata Tea (110 ml)	1.00	Cup		
1.02	Tea with Tea Bag of Taj Mahal , Lipton etc. (110 ml)	1.00	Cup		
1.03	Tea with Green Tea Bag of Tetly, Lipton etc (110 ml)	1.00	Cup		
2.01	Coffee prepared with Nescafe (110 ml)	1.00	Cup		
2.02	Filtered Coffee (110 ml)	1.00	Cup		
2.03	Cold Coffee(110 ml)	1.00	Cup		
3.00	Samosa (55 gms)	1.00	Piece		
4.00	Bonda (50 gms)	1.00	Piece		
5.00	Pao Bhaji (250 gms)	1.00	Plate		
6.00	Paneer Pakora (50 gms with 20 gms Paneer)	1.00	Piece		
7.00	Bread Pakora with Chutney, Tomato Ketchup of Kissan & Maggi) etc. (60 gms)	1.00	Piece		
8.00	Vegetable Burger (80 gms)	1.00	Piece		

9.00	(i)Vegetable Sandwich(100 gms)	1.00	Piece		
10.00	Vegetable cutlet with chutney, tomato ketchup of Kissan and Maggi (60 gms)	1.00	Piece		
11.00	Patties (80 gms)	1.00	Piece		
12.00	Grilled Sandwich Veg.(250 gms.) (4 piece)	1.00	Plate		
13.00	Stuff Veg Paratha (80 gms)	1.00	Plate		
14.00	4 Chapatis (30 gms. Each) 1 plate vegetable(100 gms.)1 plate Boondi Raita (50 gms.), 1 plate Dal (100 Gms.), vegetable (1 plate) 50 gms. Paneer with Gravy. OR 2 Chapatis (30 gms. Each), half plate Rice(Basmati) (100 gms.), 1 plate vegetable (100gms), 1 Plate Boondi Raita (50 gms), 1 plate Dal (100 gms), one plate vegetable, 50 gms. of Paneer with Gravy.	1.00	Thali		
15.00	Thali containing Masala Dosa with 2 vadas (50 gms. each vada) Sambhar 100 gms. & Coconut Chutney, (Masala Dosa should be of 14" Diameter with masala of at least 150 gms. Containing Potato , Peas and other vegetable. (200 gms)	1.00	Plate		
16.00	Masala Dosa(14" diameter and Masala of 150 gms. containing Potato,peas and other vegetable with 100 gms. Sambhar and 25 gms. Coconut Chutney.	1.00	Plate		
17.00	Dosa Plain(14" diameter) with 100 gms. Sambhar and 25 gms. Coconut Chutney	1.00	Plate		
18.00	Sambhar Vada (2 pcs.) with 100 gms. Sambhar(50 gms. each vada)	1.00	Plate		
19.00	Idli Sambhar(225 gms.)	1.00	Plate		
20.00	Macaroni (200 gms)	1.00	Plate		

21.00	Dhokla(200 gms)	1.00	Plate		
22.00	Poha(200 gms)	1.00	Plate		
23.00	Upma(200 gms)	1.00	Plate		
24.00	Sprouts (150 gms)	1.00	Plate		
25.00	Chapatis(4 Nos.) with Aaloo Sabzi of 150 gms(40 gms. each of chapatti)	1.00	Thali		
26.00	i)Loose Curd 100 gms.	1.00	Plate		
26.01	ii)Packed Curd 100 gms. (Mother Dairy/Amul/DMS etc.)	1.00	Cup		
27.00	Palak Paneer/Matar Paneer(Special Sabzi 150 gms.with Paneer 50 gms.)	1.00	Plate		
28.00	Rice Basmati 150 gms. With Dal	1.00	1/2 Plate		
29.00	Boondi Raita 100 gms.	1.00	Plate		
30.00	Chhole 100 gms.	1.00	Plate		
31.00	Chhole Kulche (2 pcs.)with 150 gms. Chhole	1.00	Plate		
32.00	Dal Makhani (150 gms)	1.00	1/2 Plate		
33.00	Sabzi(Veg.) (150 gms)	1.00	1/2 Plate		
34.00	Dal ordinary 100 gms.	1.00	Plate		
35.00	Dal fry 150 gms. With 25 gms. Butter	1.00	Plate		
36.00	Shahi Paneer 150 gms. (Paneer 50 gms.+ gravy 100 gms.)	1.00	Plate		
37.00	Tawa Roti (40 gms. each)	1.00	Each		
38.00	Rice Basmati with Dal (250 gms)	1.00	Plate		
39.00	Rice Basmati with Chhole (250 gms)	1.00	Plate		
40.00	Rice Basmati with Rajma (250 gms)	1.00	Plate		
41.00	Rice Basmati with Kari (250 gms)	1.00	Plate		
42.00	Raj Kachauri(250 gms.)	1.00	Plate		

43.00	Bhalla Papri (250 gms.)	1.00	Plate		
44.00	Dahi Bhalla (250 gms.)	1.00	Plate		
45.00	Papri Chat(250 gms.)	1.00	Plate		
46.00	Bhel Puri(250 gms.)	1.00	Plate		
47.00	Halwa(Gajar/Moong)100 gms.	1.00	Plate		
48.00	Besan Laddoo 50 gms. Each	1.00	Piece		
49.00	Coconut Burfi 50 gms. Each	1.00	Piece		
50.00	Gulab Jamun 50 gms. Each	1.00	Piece		
51.00	Balu Shahi	1.00	Piece		
52.00	Muffins	1.00	Piece		
53.00	Cold Drinks (M.R.P. as per Company's rate)	1.00	Piece		
54.00	Biscuits (M.R.P. as per Company's rate)	1.00	Piece		
55.00	Juice Packet 200 ml. of standard companies such as Real, Tropicana (MRP as per company's rate)	1.00	Piece		
56.00	Bottled water (1 litre & ½ litre) of standard companies like Bisleri, Kinley and Kingfisher etc.(MRP as per company's rate)	1.00	Each		
57.00	Sweet & Salted Lassi of Curd 150 gms./200 gms.	1.00	glass		
58.00	Sweet Bottled milk of Mother Dairy, Amul, DMS etc. 200 ml.	1.00	Bottle		
59.00	Ice-cream of Mother Dairy, Amul, Kwality etc. (M.R.P. as per Company's rates)	1.00	scoop		
60.00	Nimboo Pani (M.R.P. as per Company's rate) (150 ml)	1.00	glass		
61.00	Soup of Vegetable (150 ml)	1.00	Cup		
62.00	Misthi Dahi Mother dairy/Amul(150 gms/200 gms) (MRP as per Company's rates)	1.00	Cup		

		Total	
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Name of Firm/Company:.....

Signature of the Authorized signatory:.....

Name of Signatory (Authorized):.....

Telephone No.:.....

Mobile No. of Signatory:.....

E-mail ID:.....

Stamp of the Firm/Company:.....

NOTE:

1. The scale and rate shall be finally decided by the DDA and only approved rates will have to be charged.
2. More items can be added/deleted keeping in view the demands and preference of staff in consultation with the Competent Authority. The rates and scale of these items will be decided by the Competent Authority/Commissioner (Personnel).
3. All the raw material to be used for preparation of eatable items shall be of Agmark/Branded company.
4. Milk used for tea/coffee/curd/raita will be of standard company such as Amul, Mother Dairy, DMS etc.

DELHI DEVELOPMENT AUTHORITY

FORMAT FOR PERFORMANCE CERTIFICATION REFERRED

Furnish this information for each individual work from the employer for whom the work was executed.

1. Name of the contract and location :
2. Agreement no. :
3. Scope of Contract :
4. Date of Start of running of canteen :
5. Period :
6. Amount of compensation levied, if any :
7. Performance Report :
8. Quality of Food : Excellent/Very Good/Good/Fair
9. Resourcefulness : Excellent/Very Good/Good/Fair
10. Compliance of all statutory requirements: Yes/No

(Seal of the Organization)

Date :

**(Signature of the authorized
representative)**

DELHI DEVELOPMENT AUTHORITY

'D' TERMS AND CONDITIONS OF AGREEMENT FOR STAFF CANTEEN

This Agreement is made on this _____ day of _____ 201 ', between the Delhi Development Authority through its Commissioner-Cum-Secretary (hereinafter called 'the Authority') which expression shall, unless excluded by or repugnant to the context include its successors and assigns) of the one part and _____ (Through its authorized representative) (hereinafter called "the Licencee/Caterer) of the other part. The expression 'the Licencee"/Caterer's shall mean and include its successors, legal representatives and administrators.

WHEREAS for the purpose of running a Staff Canteen on nominal licence fee of Rs.1000/- (Rupees One Thousand only) Per Annum basis in the Authority's Office at Vikas Minar, New Delhi, the Authority has made available accommodation(75.0 Sq. meter) area at Ground Floor, Vikas Minar, New Delhi (hereinafter called the licensed premises').

The licencee shall not function beyond the canteen area as mentioned in this agreement, i.e., Staff Canteen Ground Floor, Vikas Minar, New Delhi.

AND WHEREAS, the Authority has agreed to grant licence to the Caterer/Licensee for the use of the said premises which is the absolute property of the Authority for the purpose of running the said Staff Canteen only and for no other purpose on the terms and conditions hereinafter appearing and contained.

Now therefore, it is already agreed between the parties as under:

1. The contract being awarded to the licensee will be for a period of three years w.e.f. _____ extendable upto 5 years depending upon the performance of the firm/company (on a yearly basis). However, in case the services and the quality of the food items are found unsatisfactory or there is breach of any of the clauses of the terms and conditions , the contract shall be liable to be terminated at thirty days notice. The Security Deposit of Rs. One Lac shall also stand forfeited in case of termination of this contract under this clause. If the licensee wishes to terminate the contract/licensee at least two months notice will be required.
2. The Department will provide accommodation on Token License fee worth Rs.1,000/- per annum for running the Staff Canteen. However, the maintenance will be liability

of the Licensee and he will bear the damage, if any, due to the facility/site provided by the Authority by him or his workers.

3. Staff Canteen to be operationalized without a kitchen and beverages such as tea, coffee, cold drink etc. would be served without involving the use of heating appliances run on gas and instant dispensers for the same can be used . Microwavable ready to eat food items could also be served. The utensils, equipments/appliances/exhaust facility, etc., in the Staff Canteen will be the liability of Licensee/Caterer. He will also procure cutlery/crockery, etc., which shall be of reasonable standard.
4. The electricity and water charges for Staff Canteen will be borne by the Caterer/Licensee on actual consumption as per sub-meter at B.R.P.L/D.J.B. rates.
- 5.(i) The Caterer shall furnish a security deposit for an amount of Rs.1,00,000/- (Rupees One Lac only) in the shape of NSC in a Post Office or Fixed Deposit in a Nationalized Bank, duly pledged in favour of Commissioner (Personnel),DDA at the time of signing the Agreement.
- (ii) The refund of the said amount of the security deposit by the Authority to the Licensee shall be subject to such deduction as the Authority shall be entitled to as against the Licensee as hereinafter provided or otherwise permitted by law, the Authority shall be entitled to as against the Licensee as the Security Deposit shall remain with DDA during the period of License.
6. The Licensee/Caterer will functions w.e.f. _____ of the Staff Canteen as per contract awarded in his favour.
7. The Licensee/Caterer will maintain proper sanitation/hygiene conditions in the premises and also deploy personnel who are healthy and free from any infectious diseases. The Licensee shall use approved by 1st Party items only, viz., crockery, paper napkins, cutlery, drinking water glass, tea, cups, coffee mugs, disposable plates, service spoons, forks, etc.
8. The tenderers have been provided with a list of food items along with specification/scale but without the rates of food items. Under the Financial Bids, the tenderers shall furnish the rate of food items as per the list supplied . Committee will devise its own method/ criterion for financial evaluation of the bids.
9. The Licensee/Caterer shall agree and undertake to indemnify and hold the DDA harmless against all costs, damages, and claims arising out of any claims of his workers or any person claiming through him/her or arising out of any act or omission of the Licensee's personnel in the course of performance of the services or otherwise during their presence in the premises of DDA, Vikas Minar.

10. The eatables will be served in a neat and clean environment and Staff Canteen employees will be in proper neat and clean uniform.
11. The tenderer shall not violate any term and condition of the license deed.
12. The Licensee/Caterer has the right to bring cooked/semi cooked food/packaged food and sell at/from Staff Canteen by himself or by his authorized official/franchisee only. However, the Licensee shall continue to be responsible towards all the terms and conditions of the contract.
13. The successful tenderer at his/its own cost shall execute the Agreement for grant of a license in the prescribed form on stamp paper of requisite value. It should be clearly understood that no license will come into existence unless the Agreement for grant license, as mentioned above, is executed by the successful tenderer.
14. The material used for preparing the food shall be in accordance with rules/guidelines and should be fresh. Fruits and vegetables and other ingredients used shall be of good quality, free from foreign material like stones, glass iron pieces, etc.
15. Discount shall be given in the rates of eatables quoted, keeping in view the free accommodation provided by the DDA.
16. The Licensee/ Caterer shall ensure the availability of all eatables of standard quality at the approved menu and rates. However, the Licensee will also provide a few food items of popular choice, not included in the standard menu, on a daily basis at a low cost (items, quality and rates to be negotiated with the Competent Authority of DDA). Sufficient stocks of eatables and drinks, etc. will be maintained throughout the day.
17. A Food Committee shall be constituted by the Competent Authority of DDA who will have the right to enquire about the detailed list of ingredients in any items of food supplied by the firm and catering services shall be under the supervision of the Food Committee. However, DDA shall be responsible for keeping the information provided by the Contractor as confidential.
18. Furniture such as Center Tables and Chairs shall be provided by the department and Caterer shall be responsible for the maintenance of the same. However, other furniture, if required, shall be arranged by the Caterer.
19. The Licensee/Contractor may be required to make arrangements for services of Tea/Coffee/Cold Drink/Break Fast/Lunch and Dinner, etc., for the Officers/Staff members in their rooms for meetings and Conference rooms of DDA during or beyond office hours or holidays at the approved rates on credit basis without

charging any extra service charges. Such services will be provided immediately on placement of orders. The payments of such bills would be made through cheques on submission of bills on a monthly basis.

20. The workers of the Staff Canteen will vacate the premises of the building every day after the work is over and they will not be allowed to sleep in the Staff Canteen/ office premises or otherwise utilize in any other way after working hours, unless their services are required to meet any exigencies.
21. The Licensee will observe and abide by all Municipal Laws regarding functioning of Staff Canteen and sale of food items. The licensee will have to follow and abide all statutory provisions relating to contract laborers and benefits to be given to them as per existing rules/law. The licensee shall not employ any child labour and shall abide by all labour laws of the land for the time being in force.
22. The Licensee/Caterer will submit authenticated copies of the requisite catering license issued by the Competent Authority , viz., NDMC, etc.
23. Fire, Safety Equipment shall be installed by the Licensee/Caterer. All activities will be subjects to Security/ Safety requirements of DDA.
24. The terms and conditions of the Agreement for running the Staff Canteen in DDA, Vikas Minar shall not be inferior to that entered into with any other Ministry/Govt. Office by the Caterer.
25. Any dispute relating to this agreement shall be subject to the exclusive jurisdiction of the courts in New Delhi.
26. The physical possession of the licensed premises shall always remain with the DDA and the Licensee/Caterer shall have only permissive possession of the Staff Canteen premises and on the revocation or on termination of this contract/agreement, shall handover the possession to the EE/WD-5 ,DDA, Vikas Minar, and the Licensee shall remove all his belonging from the licensed premises and restore the premises in its original condition.
27. If on the revocation/expiry of the Agreement, the Licensee/Caterer fails to remove his goods and belongings from the Staff Canteen premises allotted to him, the DDA will be entitled to remove the same at the cost of Licensee and shall also have the right to recover by way of compensation from the licensee for the unauthorized use and occupation of the allotted premises such sum per day from the date of revocation/expiry of the Agreement till the time of removal of the goods of the licensee as may be fixed by the DDA.
28. The rates to be charged by the licensee in the said Staff Canteen shall not exceed those agreed between the Authority and Licensee. A copy of the menu and rate list

as agreed upon duly authenticated is annexed. The rates shall be displayed at a conspicuous place in the Staff Canteen premises in Hindi and English . The rates to be charged shall not be increased without the approval of the Authority . Scale of food items shall also have to be maintained as agreed between the parties in this license. Any violation shall be liable to forfeiture of earnest money in addition to cancellation of this license. Other items can also be introduced for sale with the prior approval of Commissioner(Personnel)/DDA in writing. However, rebate of 10% on MRP of all packed items of the awardee firm will be given to the employees of DDA.

29. The Licensee shall not serve Alcoholic Drinks, Cigarettes, Pan Masala, Gutka, etc., either to staff or to any private person inside the Staff Canteen or office premises at Vikas Minar.
30. The Licensee shall be responsible for fitting electrical bulbs, fluroscent tubes, electrical appliances, stoves, fridge and all such appliances those are required for the Staff Canteen at the said premises at his own cost and shall maintain the same in proper order. The Licensee may, however, remove fixtures provided by him on termination of this Agreement or otherwise on vacation by him of the said premises. He should have electrical or other gadget for dispensing beverages.
31. All or any other powers of the Authority under this license, the exercise of which is not expressly provided for, shall be exercised by its Commissioner(Personnel). There shall be no objection from the Licensee that the Commissioner(Personnel) is not authorized to do so in any manner or on whatsoever grounds.
32. The Licensee shall have to cater to the members of the staff and their visitors and general public attending to redress their grievances at the same rate. The Terms and Conditions of the acceptance letter shall form part of this Agreement.
33. The exercise of the right of forfeiture of earnest money under any of the circumstances, as stated herein, shall be in addition to and without prejudice to any other remedies that may be open to the Authority in respect of any loss or damages, if any, which may be caused to or sustained by the Authority.
34. The Licensee shall keep the demised premises clean and in a perfectly aesthetic condition and to the satisfaction of the Authority and shall be open for inspection by any authorized officer of the Authority at any time. The Licensee shall be responsible for keeping the said premises clean at his/its own cost, particularly floors, doors and windows, washbasins, etc. The Licensee shall not damage or allow anything to be done therein which may endanger the said premises or adjacent premises and shall be liable for maintenance and ordinary repairs excluding structural repairs.
35. The Licensee shall pay the fees or taxes payable directly to the Government, Municipal or other bodies concerned in connection with the business. The Licensee

shall also abide by the Municipal bye laws and other statutory provisions related to the sale of food, drinks and the like and shall obtain the necessary license from the Competent Authority, wherever required.

- 36.(a) The cooking medium shall be such hydrogenated vegetable oil as may be approved by the Commissioner(Personnel) of the Authority . Any article which is not included in the approved list shall not be sold unless the same has been approved by the Commissioner (Personnel) of the Authority in writing in advance.
- (b) The Licensee shall maintain high standard of catering services in all respect and food stuff and other articles supplied shall be of good hygienic quality and shall be open for inspection and examination by the Commissioner-cum-Secretary or as the case may be by Commissioner (Personnel) or any other official authorized by either of them on his behalf hereinafter called the authorized officials. The food items of good taste, except drinks, ice-cream, salads, etc., shall be served hot and the Licensee shall also keep food warmer or hot plates, etc., for the purpose, in good working conditions.
- (c) The authorized Govt. representatives of Prevention of Food Adulteration Deptt. (including Medical Officer of Health, NDMC/MCD/GNCTD) shall on demand be supplied with the sample of any eatable offered for sale free of cost for inspection or analysis. If on examination, it is proved to the satisfaction of the Commissioner (Personnel), DDA whose decision shall be final and binding that any article on for sale, food stuff or services rendered by the Licensee was defective, Rs.500/- as liquidated damages may be payable on each such occasion. This shall be in addition to any legal action/prosecution permissible under law for the time being in force, against the Licensee. The Licensee shall also make statutory nomination under Prevention of Food Adulteration Act under intimation to DDA.
37. The Licensee shall arrange its business in such a manner that it will be in a position to cater to the needs of staff of the Authority. It shall employ sufficient number of servants and employees (but with mutual consent) at his cost and risk. In no event personnel engaged by the Licensee be deemed as employees of DDA. The Licensee shall also ensure and certify that each of his servants remain at all time dressed in appropriate uniform provided to him by the Licensee during the time he is on duty. The Licensee shall arrange to supply proper identity cards for the staff employed by it and it shall be produced as and when demanded by the security staff or the Commissioner(Personnel)/Director(Personnel)/IR&SW and Dy. Director (IR&SW) or any other officer authorized by the Commissioner (Personnel),DDA.

- 38.(a) The Licensee shall mandatorily get police verification done of the staff employed by him in the Staff Canteen and submit the list of staff with their detailed address to the Security Cell of the Authority.
- (b) The Staff employed by the Licensee should be well behaved and the Licensee shall replace them at once in the event of any complaint.
- (c) The Licensee shall be solely and exclusively answerable and responsible in the event of any litigation in any forum, Authority, Tribunal, Court of law, etc., relating to the Management of staff canteen, staff employed by him, quality and quantity of food, etc., DDA or any of its officer/staff shall in no way be responsible or answerable in any proceeding/litigations initiated by any person/staff in any forum, Court of law, Tribunal, Authority, etc.
39. The Licensee shall not pay wages to his employees/servants less than the minimum wages, licensee shall compliance with ESI and EPF rules and law.
40. The Licensee shall place and continue to keep in the aforesaid premises all necessary equipment including insect repellent, water cooler, fridge, deep fridge, warmers, etc., for running the Staff Canteen and shall not remove any item from the premises without the approval of the Authority.
41. The Licensee, in particular, shall on demand pay for all broken panes or glass of doors and windows.
42. In case the said premises are destroyed or damaged by any natural calamity or riots or civil disturbance or war so as to make it unfit for use of the Licensee, the license shall stand terminated automatically.
43. The Licensee shall be responsible for all damages or loss of property due to the reasons for which he/its or his/its servants or directly responsible and shall be liable to make good any loss or damage that may be sustained, by the Authority except for normal wear and tear or such caused by storm, earthquake or any other natural calamity beyond his/its control. No compensation of any kind shall be payable by the Authority. The Licensee shall take an appropriate insurance policy for the equipment of Staff Canteen and manpower employed in the Staff Canteen to make good any loss which may result due to any accident at its own expense and submit copy thereof to the DDA.
44. The Licensee shall allow the representative of the Authority to enter the said premises in order to inspect and execute any structural addition, or repair to the building, electric, water and sanitary installation or redecoration which may be found necessary from time to time . The time and date for the purpose will be fixed by the representative of the Authority.

45. The Licensee shall keep a complaint book in a conspicuous place in the Staff Canteen for recording the complaints, if any, by the staff/customers and the same shall be opened for inspection by Commissioner (Personnel) or any other officer authorized by him/her.
46. The Licensee shall not display or exhibit pictures posters, statues or other articles which are repugnant to the moral or are of indecent, immoral or other improper character or against any religion. It is expressly agreed that the decision of Commissioner (Personnel) of the Authority in this behalf shall not be called in question in any manner.
47. The Licensee shall run the Staff Canteen from 9:00 AM to 7:00 PM and he/it or his/its employees/workmen shall not remain in the Staff Canteen premises after closure of the Staff Canteen. However, in order to prepare the material for running the Staff Canteen and clean the premises after working hours, the workmen would be allowed to enter the Staff Canteen an hour before the scheduled time, and can stay up to 7:30 PM.
48. The Licensee shall cater to the needs of the staff of the Authority and visitor and failure to cater to the needs of these people for a continuous period of seven days shall amount to breach of the terms of this agreement . The dealing of the Licensee with the staff and the visitors to the Staff Canteen shall be polite and courteous.
49. The Licensee in every case of complaint of deficiency in service established before Commissioner(Personnel), the Licensee shall be liable to pay a penalty of such amount being not less than Rs.500/- as the recovered from the security deposit, and shall not be called in question in any Court of Law.
50. The Licensee shall not be entitled to allow any other person to use the premises in his place or to use any part thereof. In the event of the death of the Licensee, or the Licensee becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the license period, the License shall stand terminated automatically and the legal representative of the Licensee shall not be stand entitled to sue the licensor. However, with the express approval of Commissioner (Personnel) in writing, the legal heirs or representatives may be permitted after discharging any liability that the Licensee may have incurred, remove the goods and other equipment that may be found at the license premises but in case goods are not claimed by the legal heirs/representatives within four weeks of the demise of the Licensee, the Commissioner (Personnel) may conduct public auction to dispose of the same and adjust the account against the dues found outstanding against the Licensee.
51. The Licensee shall have no right or interest in the premises licensed to him/it and shall not be deemed to have possession thereof, except the permission to use the same.

52. The Licensee shall abide by all rules and regulations, Order 54 and instructions that the Authority/Commissioner(Personnel) may from time to time, make or adopt or issue for the care, protection and administration of the Staff Canteen and the general welfare and comfort of the staff and other connected persons.
53. The Authority shall not be responsible for the safety of the equipment or any other material or article belonging to the Licensee and at shall also not be liable for any damage or injury to the property of the caterer lying at any time in the open or around the said premises from any cause whatsoever.
54. On the expiry of the period of License or termination or revocation of the license, any belongings of the Licensee found in such premises shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of the license or termination or revocation of the license as the case may be and the Authority shall be entitled to adjust the amount due to the Authority out of the proceeds of such sale and after adjusting such dues and cost of administration. The balance, if any, shall be refunded to the Caterer or his/its legal heirs, representatives, etc., as the case may be.
55. The demised premises shall not be used for residential purpose or for a purpose other than for which it has been allowed. The Licensee shall not be permitted to utilize the premises or to carry on any other trade along with the authorized business of the catering during the period of license.
56. The Authority may consider further extension of the license period on a request from the Licensee if received in this regard at least two months in advance of the expiry of this license. However, the extension of the license period shall be at the sole discretion of the Commissioner(Personnel) of the Authority and subject to the condition that the Licensee has not violated any terms and conditions of this agreement.
57. In case, if any dispute or difference arising out of or any way concerning this agreement, the decision of the Commissioner (Personnel) or any other person so appointed by him/her in this regard shall be final and binding on the parties and shall not be called in question in any proceeding or at any forum whatsoever.
58. On expiry or termination of the license, the Licensee shall have to peacefully remove all the belongings from licensed premises and handover the furniture, fittings, fixtures, etc., to the Authority in good and proper condition to the satisfaction of the Commissioner (Personnel), DDA, failing which the amount of security money along with interest thereon shall stand forfeited. If the Licensee fails to remove his articles/utensils after expiry of license period, he is liable to pay amount/penalty on day to day basis to DDA.

59. All orders, instructions, notices etc. of the Authority shall be served upon the Licensee/Caterer at his last known address whenever required. Any such communication addressed to him/it at the said address, through registered post/through special messenger shall be deemed to be sufficient service upon the Licensee and he/it shall be precluded from raising a plea of non receipt of such communication. It shall be the responsibility of the Licensee to keep Commissioner (Personnel) or Dy. Director (IR&SW) informed of the details of his address for communication along with telephone numbers in writing.
60. All or any of the dues of Authority shall be deducted from the amount of security deposit. The balance, if any left, shall be recoverable as arrears of land revenue.
61. The Licensee shall not bring cooked or permit bringing or cooking of beef or pork or anything which may injure the religious feelings of the community nor shall permit keeping of animals within the said Staff Canteen premises.
62. The Licensee/Caterer will have to sign an undertaking as per conditions above on non judicial stamp paper.
63. That the Public Premises (Eviction of Unauthorized Occupation) Act, 1971 with its amendments from time to time will be applicable to the premises in question for purpose of eviction.

IN WITNESS WHERE OF _____ , the Commissioner-cum-Secretary of the Authority on behalf of the Delhi Development Authority and on behalf of the Licensee have hereunto put their respective hands, the day, month and the year first above written.

ANNEXURE-V

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms and Conditions of Tender.

Tender Reference No.: _____

Name of Tender/Work:-

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the Website(s) namely:

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents form Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)