Tender for Annual Contract for
Running Food Plaza & Kiosks
at
GTB Memorial, New Delhi

DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LTD.
(A GOVERNMENT UNDERTAKING)
18-A, D.D.A. SHOPPING CUM OFFICE COMPLEX, DEFENCE COLONY,
NEW DELHI 110024.
TEL: 24698431, 24622364, 24655596, 24647005
Delhi Tourism & Tpt. Dev. Corporation Ltd.
(A Government Undertaking)

Information & Instructions for Bidders for E-Tendering

{Application for inviting open bids}

NIT No ........................................

Delhi Tourism & Transportation Development Corporation Ltd. Invites proposals through e-procurement solution from eligible bidders for the following works:-

<table>
<thead>
<tr>
<th>Name &amp; location of work</th>
<th>Bid security/EMD</th>
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<tbody>
<tr>
<td>Running Food Plaza &amp; One Kiosk for food kiosks for Beverages, snacks/food items for the visitors of GTB Memorial, New Delhi-110030</td>
<td>Rs. One Lakh (Rs. 1,00,000/-)</td>
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<tr>
<td>Minimum Reserve Price</td>
<td>Rs. 5.28 Lakh/- per Annum + GST + Property Tax etc.</td>
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Terms of release of RFP document through E-procurement solution:

1. The intending bidder must read the terms and conditions of the RFP carefully. He should only submit his bid if he considers himself eligible and he is in the possession of all the required documents.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The RFP consisting set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [https://govtprocurement.delhi.gov.in](https://govtprocurement.delhi.gov.in).
4. All the scanned documents as mentioned at serial no. 9 be uploaded.
5. Bidders not registered on the website mentioned above are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The bidder must have valid class-III digital signature to submit the bid. Such digital signature must be issued in the name of bidder or its authorized signatory.
7. Bidder can upload documents in the form of JPG format and PDF format.
8. The bidder should quote his offer in the column meant for quoting rate in figures. Any over writing or cutting of figures would make the bid liable to rejection.
9. List of Documents to be scanned and uploaded within the period of tender submission:
   I. Bid Security in favour of Delhi Tourism and Transportation Development Corporation Ltd. in form of DD issued by nationalized/scheduled bank payable at New Delhi (these instruments issued by a cooperative bank / non-scheduled banks will NOT BE ACCEPTED under any circumstances; II. PAN card/VAT No./GSTIN No.
   III. Income Tax Returns and Audited Financial Statements for preceding 3 financial years (i.e. 2016-17, 2017-18, 2018-19).
   IV. Bid must be submitted as per prescribed format (Annexure –I, Annexure –II) along with Annexes and supporting Documents;
   V. GST Registration Certificate, FSSAI Registration Certificate
   VI. Documentary evidence of minimum 3 years experience of running eligible projects.
10. EMD of Rupees One Lakh shall be deposited in the form of Bank Draft/ Demand Draft in favour of Delhi Tourism & Transportation Development Corporation Ltd., refundable not later than 180 days from the bid due date or from the date of execution of the agreement with the successful bidder, whichever is later, except in case of the successful bidder. DTTDC reserves the right to reject any or all the tenders without assigning any reason, whatsoever. No EMD shall be accepted in any other mode than Bank Draft. However, the decision of DTTDC shall be final and binding in regard to acceptance of EMD in any other mode / form.

Further details can be seen at https://govtprocurement.delhi.gov.in
Delhi Tourism & Transportation Development Corporation Limited.
(A Government Undertaking)
18-A,DDA, SCO COMPLEX, DEFENCE COLONY, NEW DELHI-110024

e-PROCUREMENT TENDER NOTICE

E-Tendering is invited for running Food Plaza, Open Area & Kiosk area measuring (Food Plaza Seating Area- 133 Sq Meters, Service Counter- 40 Sq Meters & Kitchen- 91 Sq. meters) for Beverages, snacks/food items for the visitors of GTB Memorial, New Delhi-110034.

**Schedule**

<table>
<thead>
<tr>
<th>Subject</th>
<th>Date &amp; Time</th>
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<tbody>
<tr>
<td>Date of Publication of Tender/ uploading on website</td>
<td>30.12.2019</td>
</tr>
<tr>
<td>Pre Bid Meeting</td>
<td>06.01.2020 at 11:00 AM</td>
</tr>
<tr>
<td>Last Date of Receiving queries after Pre Bid Meeting</td>
<td>08.01.2020 at 12 00 Noon</td>
</tr>
<tr>
<td>Finalization &amp; uploading of Tender document after incorporating suggestions, with the approval of competent authority after Pre Bid Meeting</td>
<td>20.01.2020</td>
</tr>
<tr>
<td>Last date &amp; time for online submission of bid</td>
<td>30.01.2020 at 3:00 PM</td>
</tr>
<tr>
<td>Last date for submission of EMD (Bank Draft to be deposited)</td>
<td>30.01.2020 at 3:00 PM</td>
</tr>
<tr>
<td>Opening of bid</td>
<td>30.01.2020 at 4:00 PM</td>
</tr>
<tr>
<td>Opening date of the Financial Bid</td>
<td>to be intimated later on</td>
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</table>

**Remarks:**

1. Pre Bid meeting will be at Dilli Haat Pitam Pura
2. Bidder shall deposit the EMD in the drop box, kept at DTTDC’s Head Office, 18A, DDA SCO Complex, Defence Colony, New Delhi -110024 on or before 30.01.2020 at 4:00 PM along with hard copy of Technical Bid only.

Further details can be seen at [https://govtprocurement.delhi.gov.in](https://govtprocurement.delhi.gov.in)

The registration of tenderers with application services provider (ASP) of NIC is mandatory.

For any assistance on e-tendering, interested bidders/tenderer may contact the NIC e-procurement Help Desk at Vikas Bhawan II, 6th floor, C-Wing (Near Metcafe House), Civil Lines, New Delhi -110054, Phone No.011-23813523 (Monday to Friday, 09:30AM to 06:00PM) or c
Eligibility Criteria

The following documents are to be mentioned in Annexure – II along with scanned copy as a part of Technical Bid documents. A hard copy of the same shall also be made available at DTTDC Head Quarter at the time of opening of Technical Bid.

The interested parties with prior intimation to Incharge GTB may visit the site of GTB Memorial complex on any working day during working hours to become familiar with the conditions and for taking stock of any other information prior to the submission of bids.

1. Party must have PAN No. and GST No.
2. Party must have minimum three years experience of running the catering/Hotel/Retail business. The interest parties may visit the site at GTB Memorial complex on any day to become familiar with the conditions and to stock of any other information prior to the submission of bids.
3. Party must have all relevant licence from the respective Govt. Department as required to run the catering business. The applicant or any other business entity, where it had and/or still has controlling share, should not have been debarred from operating a food and beverage outlet on account of food quality issues by concerned govt. authorities or should not have been convicted for irregularities concerning food and beverage outlets under various statutes/rules/regulations/orders etc.
4. Party must have Rs.25 Lakhs as average turnover in preceding 3 financial years (i.e., 2016-17, 2017-18 & 2018-19).
5. The bidder should not be blacklisted for corrupt and fraudulent practices or any other reason by DTTDC and/ or any State or Central Govt. Departments/Ministeries/PSUs/Autonomous body/Agencies/Large Pvt. Companies. The Bidder shall give an undertaking to this effect on Stamp Paper.
6. Scanned copy of EMD of Rs.1 Lakh in form of DD in favour of DTTDC Limited (i.e. Delhi Tourism & Transportation Development Corporation Limited) to be issued by Nationalize Bank/Scheduled Bank must be attached.
7. Party must disclose & give affidavit –
   i. Whether proprietor/partner/company/agency is defaulter with DTTDC/ and/ or with any other Corporation of Delhi Government/Central Government?
   ii. Whether any show cause notice has been issued to such agency/Corporation pertaining to any dispute and its status at the time of submitting RFP?
   iii. Disclosure of project earlier taken by the Proprietor/ or in pool/Corporation with DTTDC and any other related organization of the Government and whether execution of such projects has been fulfilled within time.
   iv. Whether any proceedings are pending before any forum/tribunal/courts/commission. If so, nature and detailed of such disputes be stated specifically.
   v. Duration from which dispute is pending and present status.
   vi. Non disclosure of information and withholding of such information shall amount to disqualification in participation in the bid of tender of the DTTDC.
   vii. As per the terms and conditions of DTTDC, the participation/approval of such tenders shall be liable to be cancelled at any stage at the sole discretion of DTTDC.

Party applying to the tender must enclose the documents supporting the eligibility criteria. Parties not fulfilling the eligibility criteria will not be considered.
Terms and Conditions

The terms and conditions for running /operation of Food Plaza, Open Area & kiosks at GTB Memorial which will form part of the legal agreement are as under:-

1. The allotted licensed premises as per site plan attached will only be used for the purpose of running of Kiosks for serving Beverages, Snacks & Food items. Utilization of premises other than the allotted premises by the licensee shall amount to material breach and DTTDC shall be entitled to terminate the contract for material breach.

2. The licensee shall not sublet, assign the licensed premises or part thereof at any stage to any third party including its agent, during the license period without prior written consent of DTTDC. Violation of this clause shall amount to material breach of this agreement and DTTDC shall be entitled to terminate the agreement with immediate effect.

3. The period of the license will be three years and may extended for One more year on the sole discretion of DTTDC. Licensee is required to start operation with in 15 days from the date of award of tender. The licence fee quoted by the selected bidder would increased by 10% after every year. Licensee is required to start operation within 15 days from the date of award of tender.

4. Notwithstanding anything to the contrary contained anywhere in the agreement, DTTDC may revoke/cancel/terminate the license/ this agreement in the event of any violation of any term and condition of license agreement at any time with immediate effect. The security and the performance guarantee Paid by the licensee will be forfeited and the licensee shall upon such termination vacate the premises and handover the peaceful vacant possession of the premises to DTTDC immediately.

5. The licensee will have the option to terminate the agreement after serving three months written notice to DTTDC. Similarly, the licensor may cancel / revoke / terminate the agreement/license without assigning any reason whatsoever after serving a one month written notice to the licensee

6. The licensee shall pay the financial payment of monthly guaranteed license fee in advance on monthly basis on or before 7th day of each English Calendar month to the Licensor. In the event the payments including the license fee and penalty are not paid by the Licensee the agreement shall be terminated at the risk and cost of tenderer and the Security Deposit shall be forfeited and no claim shall be entertained.

7. Besides the financial terms mentioned earlier, the licensee at GTB Memorial Complex shall also be liable to pay all Central, State and local taxes including GST, property tax, Vat or any other tax, cess or levy as may become payable in accordance with various laws / rules prevalent at that time.

8. The licensee is required to comply with the timings of the food kiosk which will be 9.00 a.m. to 11.00 p.m. during summer and 9.00 a.m. to 10.00 p.m. during the winter or as per the guidelines of the Govt. of NCT of Delhi/ DTTDC, for the visitors/Guest and for the employee of the licensee can visit 2 hours before the opening time and one hour after closing time.
9. The licensee shall ensure the maintenance of hygiene conditions and will ensure that eatable items sold / served from the premises be of requisite hygienic and quality standards and conform to the provision of the prevention of food adulteration Act and any other guidelines, regulations, standards etc. issued by concerned Government authorities from time to time. The licensee shall be solely responsible for any action/penalty imposed by relevant authorities in this regard.

10. Licensee will be solely liable for any loss and expenses due to food poisoning/contamination or for any claim arising out of or which may arise due to sale of food by the Licensee to the consumer / buyer. The Licensee undertakes to indemnify the licensor against any claim or expenses which arise out of or may arise upon the Licensor due to running of such Kiosk by the Licensee.

11. The licensee will obtain necessary license from the respective Department of the State Govt. to run the food kiosk, within 30 days from the date of award of tender.

12. In case licensee does not vacate the premises after the expiry of the License period and / or earlier termination of license, a penalty of Rs. 15,000/- per day be imposed on the allottee.

13. DTTDC’s authorized representatives shall have the right to enter and inspect the licensed premises at any time during course of operation the license agreement.

14. The licensee shall abide by all the instructions / regulations issued by the DTTDC with respect to entry and exit of the material.

15. Licensee will abide by / comply with any instructions of DTTDC, Police/ Securities Agencies/Govt. Agencies issued from time to time.

16. All employees of the licensee will always be in proper uniform and shall at all times where identification badges and will carry photo identity cards while on duty. The loss of such cards if any, has to be reported immediately.

The said personnel engaged by the licensee shall be the employees of the licensee and it shall be the duty of the licensee to pay their salary every month. The personnel employed by the licensee should be polite, courteous and well behaved with the general public. In the event of any complaint against any employee of /engaged by the licensee a fine will be imposed on the licensee up to a limit of Rs. 2,000/- in each case. The licensee shall replace immediately any of its personnel on account of improper conduct upon receiving written notice from DTTDC. In case of any incidents / quarrel / complaints occurred / thefts in the GTB Memorial Complex, then all type of FIR with the police, court cases on this account has to be dealt with by the licensee immediately with information to supervisor of the DTTDC.

17. DTTDC reserves the right to withdraw / temporarily suspend the specified area of the license premises due to security reasons, VIP movement, for some special event or for meeting of any other statutory obligations without any compensation to the Licensee with prior information to Licensee.

18. It shall be the right of the DTTDC to supervise/inspect the premises allotted to successful tender through its representative / officer duly authorized by Managing Director / Chief Executive of DTTDC at anytime during operational hour without prior intimation. The successful tenderer will not object to the same, rather he will cooperate with such officer / representative of the DTTDC.

19. The licensee shall pay a sum equivalent to three months license fee towards security to DTTDC, which shall be adjusted towards license fee for the last before expiry of the license period.
20. The Licensee shall not create sub-contract / sub license of any description with regard to the Kiosks or any part thereof, nor shall he assign or transfer the license any part thereof to any third party.

21. The licensee has a bare permission only to run Food Plaza & kiosks for beverages, snacks/food items in the premises during license period and nothing contained in this documents shall be construed as demise in law of the said DTTDC premises or any part thereof and shall not give any legal title or interest to the licensee.

22. The successful licensee shall be allowed to use the premises only for the purpose which the premises are allotted to it and not for any other purpose whatsoever. In case premises is used for any other purpose other than the purpose indicated in this agreement license is liable to be terminated automatically and the licensee shall have to vacate premises immediately with in a period for 15 days failing which the DTTDC will have the liberty to charge rupees four times than the daily rental as damages till such time the premises vacated by the successful Tenderer.

23. The licensee or its employees will not stay back within the premises of GTB Memorial Complex after closing of the GTB Memorial Complex.

24. The licensee will ensure that hazardous or inflammable or any intoxicated material is not stored in premises.

25. The successful Licensee, his agent and servants shall observe, perform and comply with all the rules and regulations of the Shops and Establishment Act, Factories Industrial Dispute Act, Prevention of Food Adulteration Act, Contract Labour Public Premises Act and Minimum Wages Act and Municipal Laws or any provision of any statutory as applicable to the successful Tenderer including any rules regulations made by DTTDC or any other Government Department and or local administration, enforcement and to the business which the successful Tenderer is to carry or the contract in which the said premises is licensed.

26. The Licensee agrees to indemnify and hold harmless the Licensor, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the Licensee to comply with any covenant or the terms of the agreement or from any consumer case or due to breach of any law.

27. The DTTDC shall not be responsible in any way for any loss or damages by a means caused to the stock, property of the licensee as well as to its customers / visitors.

28. It shall be the responsibility of the licensee to comply with the requirement of health clauses and the licensee shall at its own cost maintain the premises in a purpose of state of cleanliness and abide by such directions as may be given by the DTTDC and or such other departments as may be entrusted by the rules and regulations with the work or inspections and enforcement about the conditions of sanitation a cleanliness and hygiene. When the premises is not maintained in a reasonably clean condition by the licensee, the authorized representative of the DTTDC shall have powers to get the premises cleaned at the risk and cost of the licensee and recover liquidated damages and can also take any other action including cancellation of license.
29. The Incharge of GTB Memorial or person authorized by him may issue instructions to licensee for maintaining cleanliness to ensure public health including sanitation cum prevention of infectious disease and / or preventing of nuisance of inspects rodent and other source which shall be carried out by the licensee at its own cost. Failure on part of the Licensee to abide by this clause shall amount to material breach of this Agreement.

30. The licensee or its authorized agents / servants shall not without the written consent of the complex In-charge/ Manager interfere with injure, destroy or render useless any items or any material or things placed in, under or upon any land or building.

31. All persons engaged by the licensee shall be its own employees and they will claim no privileges from DTTDC. The licensee will be directly responsible for the administration of its employees as regard general discipline and courteous behavior.

32. The licensee will get all his workers medically examined from approved registered medical practitioner recognized by Indian Medical Counsel, to be free from communicable diseases.

33. The licensee, his agents and servants shall not abuse the water sources and draining facility in the premises so as to create a nuisance or in sanitary situation prejudicial to the public health.

34. The licensee shall employ only such servants above 18 years of age as shall have good character well behaved and skilful in their business, it shall also furnish to the corporation in writing the name, parentage, age, residence, specimen signature or thumb mark or servants whom it proposed to employ for the purpose of this contract before they are employed and corporation shall be at liberty to forbid the employment of any person whom it may consider unnecessary.

35. The licensee his agents / servants shall not damage the premises or any part thereof. In the event of any damage being caused to the property of Licensor intentionally otherwise by the licensee, his employees or invitees or customers, corporation shall be entitled to repair the damage or make the requisite replacement and to call upon licensee to reimburse the cost thereof in which the licensee undertakes to pay for the same on demand. The decision of Licensor in this regard shall be final and binding.

36. In case of such breaches of terms of contract as minor offences may be clearly defined and complaints consent to the notice of the licensor from which in the opinion of the licensor this contract may not be terminated the licensor will be at discretion to recover compensation / damaged from licensee up to the limit of security deposit.

37. If because of any strike force majeure event or lockout in the complex, licensee is unable to function or business is affected the licensor shall not be liable for any losses, which the licensee may suffer and in such an event, the licensee shall not be entitled to any deduction of the license fee payable to the DTTDC.

38. The DTTDC will not recognize any association of Traders and incase any negotiation/ bargaining is necessary with regard to the clarification of the terms and conditions of license or modifications thereto for which negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained. The decision of DTTDC in this regard shall be final and binding.
39. The provision of Public Premises (eviction of unauthorized occupants) Act 1971 and rules framed there under or any other laws, which are now in force or may comforted, shall be applicable for all matter provided in said Act.

40. It shall be the right of DTTDC to change the location of Kiosk within the premises due to renovation or any other administrative reasons for which the licensee will have no objection. Licensee will not be allowed to make alternation / renovate the licensed premises without the specific approval of the DTTDC in writing.

41. In the event of any default / failure / negligence or breach by the licensee in complying the terms and conditions of the licensee which are not minor the licensor will be at liberty to termination of license forthwith and resume possession of the premises without payment of compensation or damage and forfeit in full or in part of amount deposited by the licensee for due performances of the license.

42. The DTTDC reserves the right to accept or reject any offer without assigning any reason whatsoever.

43. The licensee will ensure clearance of all the rubbish and the waste generated at their outlet and ensure safe and quick disposal of all such material. Segregation of waste materials will also be undertaken by licensee as per local rules and regulations & pay the necessary fee to local body for waste Disposal management.

44. The Kiosk operator will have to follow the color scheme and design for hoardings / display boards as approved by the licensor.

45. Licensee shall make prompt payment of various dues towards license fee and consumption of electricity, water etc. Any delay in payment will not be tolerated and shall be treated as violation of terms.

46. The license would be required to make payment of license fee in advance by post dated cheques over the agreement period. In case of failure to deposit the license fee in time, interest @ 18% p.a will be charged from the due date of the deposit until the date of deposit. In case of delay up to 15 days, interest shall be payable for 15 days, and for delay more than 15 days (up to 30 days), interest payable shall be for one month. Further in case the license fee along with the interest due is not paid within 30 days of the dues date, the license shall be deemed to be cancelled. DTTDC reserves the right to make deduction from the earnest money in case of failure of the licensee to comply with any provisions of the agreement/ tender.

47. The Tenderer will submit a D.D. amounting Rs. 1,00,000/- EMD in favour of Delhi Tourism & Transportation Development Corporation Ltd. as earnest money which will be interest free. EMD of the successful bidder will be adjusted towards security deposit. However, in case successful Tenderer backs out, the earnest money / security deposited shall be forfeited.

48. The Tenderer must be able to demonstrate the track record of the applicant in terms of experience in successful running / managing quality outlets services. The quality of food and beverages, the type of cuisines of the items being served / sold at the existing outlets may be indicated a process being used to maintain quality, also be highlighted. Also the details direct indirectly being operated by the applicants or their associates may be furnished.

49. The proposal must be able to demonstrate the applicant’s financial strength and capacity operate outlet of good standards.

50. Licensee will be liable for the security of its kiosks and other items. The licensor shall not be responsible in any manner whatsoever for the security of the license premises and the goods stored therein.
51. The licensee will obtain the comprehensive Insurance Policy i.e. Staff, Visitors, Kitchen Equipment, Furniture Fixture, Fire etc., and will provide the copy to DTTDC.

52. The licensee is required to pay the followings in addition to the monthly license fee:-

I Electricity charges to be paid to DTTDC within 7 days on demand as per actual consumption against the sub meter to be installed by the licensor. At present Rs.9.70 per unit is being charged. However the rates may be revised from time to time due to increase in tariff.

II Any other tax prevailing on and, as and when levied by the Govt. (i.e. all Central, State and local taxes including GST, property tax, waste management tax or any other tax, cess or levy as may become payable in accordance with various laws / rules prevalent in Delhi).

53. The Party is required to provide undertaking to DTTDC that the facts and figures provided in the tender are true and correct. At any stage, even during the operation, if it is found that false information is provided in the tender document, the agreement will stand terminated with immediate effect and security and performance guarantee will be forfeited. DTTDC shall be at liberty to blacklist the licensee in the event of such termination.

54. Bidder not submitting any of the required documents online will be summarily rejected. Incomplete and Conditional bids will also be summarily rejected.

55. The Successful tenderer shall be responsible for compliance of all statutory requirements and fulfillment of all the legal obligations in respect of the said contract at its costs without any claim/ reimbursement from the DTTDC.

56. That DTTDC reserves the right to allot the premises to any person/persons. It may be deemed proper and to reject any or all the Bids/application without assigning any, reason. The decision of DTTDC in this regard shall be final and binding.

57. That the Court of Estate officer, DTTDC only shall have the jurisdiction to entertain any application in respect of any proceedings under this contract.

58. That the licensees (s) shall make use of the premises for allotted business only and in doing so the licensee shall not cause any obstruction or encroachment whatsoever in and around the area allotted. That, the licensee shall not encroach or allow encroaching in any manner upon any adjoining premises, corridor, pathway or any part of the area beyond the licensed area in any manner whatsoever. Any such encroachment shall be deemed to be breach of the contract; the licensor shall be entitled forthwith to determine the licence/ terminate the agreement with immediate effect and shall be entitled to claim damages at such rates as may be decided by the licensor which will be final and binding on the licensee.

59. That the licensee shall not do anything in or outside the licensed premises which may create nuisance or may cause annoyance to the neighbors and or to the licensor.
60. The signage's temporary or permanent are to be installed at spaces pre-defined by DTTDC. Any violation in installation of signage's with respect to its location, size or any other factor shall be termed as breach of contract. The intending licensee is free to put signage of his identity, but invariably the sign should indicate that he is a licensee and DTTDC is the owner of the premises. The display board also indicates the LOGO of DTTDC. The Licensee shall ensure that all signage whether temporary or permanent shall be displayed only after obtaining prior written approval of DTTDC.

61. If any party submits the EMD other than the Bank Draft/Demand Draft the same will not be accepted and bid filed by that bidder will be summarily rejected.

62. Bidders who have been in dispute with DTTDC or where any bidder has an ongoing litigation with DTTDC may refrain from participating in tender. However, the final acceptance of bids of such parties shall be the discretion of DTTDC.

63. No polythene or wrapping paper should be used for packing and selling of eatable items. In other words, no item bearing polythene bags/wrapping papers are allowed to be sold in the Kiosk. Only glass tumblers and ceramic/disposable crockery for serving drinks/foods are allowed. Any violation in this connection will make liable for cancellation of the licence.

64. Any permitted construction shall not be allowed to be removed while vacating the premises.

65. The licensee is strictly prohibited from using the premises for catering of outside parties, holding/organizing seminars, conferences, other trade promotion and trade related activities, banquets, reception, DJ, marriages or any other such activities & Sale & Consumption of Liquor is NOT Permitted in GTB Premises.

66. The licensee shall have no right on the land of licensed premises.

67. The licensee shall not place or permit placement of any advertisement, notice frames pictures, decorations, pay telephones, weighing or vending machines or manual or mechanical/electrical devices or contrivance for commercial gains.

68. All disputes shall be subject to the jurisdiction of Courts in the Union Territory of Delhi.

69. The licensee has to pay the wages etc. to the personnel engaged by him as per the Minimum Wages Act. He shall bear EPF, ESI and other liabilities and DTTDC shall not accept any responsibility for the personnel engaged by the agencies for any matter.
70. The following activities shall be strictly prohibited in the project facility:

Gambling, Smoking and Sale/purchase of Tobacco and Liquor Products, Wedding Ceremonies, any activities that is unlawful/illegal or deemed unlawful under any Indian Act or legislation.

71. The successful tenderer shall be liable to pay the property tax to DTTDC in respect of portion allotted to him/under his occupation, as may be assessed by the Municipal Authority/demand raised by DTTDC from time to time at present the property tax payable is Rs 25000/- (Rupees Twenty Five Thousand only) approximately per Annum for the allotted area.

Signature and Seal

Name of the Company / Firm…………………………..

…………………………………………………………

Address:………………………………………………

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Date:…………………………………………………..
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<tr>
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<th>TECHNICAL BID</th>
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<tbody>
<tr>
<td>1.</td>
<td>Names, Address of Firm / Agency and Telephone Numbers</td>
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<td>2.</td>
<td>Registration No, of the Firm / Agency</td>
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<td>3.</td>
<td>Name, Designation, Address and Telephone No. of Authorise person of Firm / Agency to deal with</td>
</tr>
<tr>
<td>4.</td>
<td>Please specify as to whether Tenderer is sole proprietor, Partnership firm, name and address and telephone no. of Directors / Partners should specified.</td>
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<td>5.</td>
<td>Average Turnover Rs.25 Lakhs during the preceding three financial years i.e. 2016-17, 2017-18 and 2018-19, (please enclose copy of ITR / Audited Financial Statement in support or Certificate from CA).</td>
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<td>6.</td>
<td>Experience Certificate as per Clause No. 2 of eligibility criteria</td>
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<td>7.</td>
<td>Proof of experience are running of food kiosks in the last 03 years.</td>
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<td>9.</td>
<td>GST Number</td>
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<td>10.</td>
<td>Details of Bid Security deposited.</td>
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<tr>
<td></td>
<td>a) Amount :- Rs.</td>
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<td></td>
<td>b) DD No. in favour of DTTDC Ltd.</td>
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<td></td>
<td>c) Date of issue</td>
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<tr>
<td></td>
<td>d) Name of issuing authority:</td>
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</tbody>
</table>
11. Terms & Conditions duly stamped & Signed

12. Declaration by the bidder:-

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

<table>
<thead>
<tr>
<th>Signature of the Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Tenderer…………………………………….</td>
</tr>
<tr>
<td>Address:…………………………………………………….</td>
</tr>
<tr>
<td>Email……………………………………………………….</td>
</tr>
<tr>
<td>Phone No………………………………………………….</td>
</tr>
<tr>
<td>Date:-</td>
</tr>
</tbody>
</table>
FINANCIAL BID

Prescribed Proforma for Financial Bid:-

<table>
<thead>
<tr>
<th>Monthly Licence fee for Food Plaza, open Area &amp; One Kiosk</th>
<th>In Rs. .................................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>in words.............................................................</td>
</tr>
</tbody>
</table>

Please Note:-

1. GST or any other statutory Tax would be over and above the monthly licensee fee quoted by the bidder.

2. The monthly license fee would increase by 10% every year over the previous year’s license fee.

Signature of the Tenderer

Name of the Tenderer..................................................

..............................................................................

Address:.................................................................

..............................................................................

Email.................................................................

Phone No.............................................................

Date:-