

**Delhi Tourism & Transportation Development Corporation Ltd.**  
**DILLI HAAT PITAM PURA**

**TENDER DOCUMENT**

**FOR**

**E-AUCTION**

**OF**

**TWO HALLS ON LICENSE FEE BASIS**

**for BANQUETING/ SOCIAL GEATHERING/ RESTAURANT/  
PARTIES ETC.**

**2020**

(Complete e-auction documents are available on e-auction website [www.tenderwizard.com/DTTDC](http://www.tenderwizard.com/DTTDC) and Delhi Tourism's website <http://www.delhitourism.gov.in>. Corrigendum, if any, shall only be available on above websites.)

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## DISCLAIMER

The information contained in this **e-auction document** or any information subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Delhi Tourism & Transportation Development Corporation Ltd. (DTTDC in short) or any of their employees or advisors, with regard to the terms and conditions set out in this e-auction document and such other terms and conditions, subject to which such information is provided.

This e-auction document is not an agreement and is neither an offer nor invitation by DTTDC to the prospective Applicants or any other person. The purpose of this e-auction document is to provide interested parties with information that may be useful to them in the formulation of their application for expressing their interest pursuant to this e-auction (the "Application"). This e-auction document includes statements, which reflect various assumptions and assessments arrived at by DTTDC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-auction document may not be appropriate for all persons, and it is not possible for DTTDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-auction document. The assumptions, assessments, statements and information contained in this e-auction document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-auction document and obtain independent advice from appropriate sources.

Information provided in this e-auction document to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DTTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DTTDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this e-auction document.

DTTDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-auction document. DTTDC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-auction document.

**Delhi Tourism & Transportation Development Corporation Ltd.**  
(A Government Undertaking)  
**18-A, DDA, SCO COMPLEX , DEFENCE COLONY, NEW DELHI-110024**  
**e-PROCUREMENT TENDER NOTICE**

E-Tendering is invited for running of TWO HALLS ON LICENSE FEE BASIS for BANQUETING/ SOCIAL GEATHERING/ RESTAURANT/ PARTIES ETC at Dilli Haat Pitam Pura, New Delhi-110034. A copy of the layout plan is enclosed at Annuxure-1. The measurement and other details in respect of the Halls are given as under:

Hall no.	Area of Hall (in sq. mtrs)	Open area for use (in sq mtrs) approx	Minimum Reserve Price (Per Month)	EMD
1	426 Sq. Mtr.	a) Back side: 229.00 b) Front side:765.14	<b>Rs.2.50Lakhs</b>	Equal to Three months Minimum Reserve Price
2	399 Sq. Mtr.	Back side:214.00	<b>Rs.1.50 Lakh</b>	Equal to Three months Minimum Reserve Price

**Terms & Conditions of Hall No.1:**

1. Open area in backside of Hall No.1 can be covered as per Food Licensing policies.
2. Open area in front side of Hall No.1 can only be barricaded temporarily with bamboos fencing etc as per marking in the map at Annexure-1. This area cannot be covered in any case, temporarily or permanently.
3. No structural changes are allowed without prior permission of DTTDC
4. Interiors of the Hall may be done with supervision of DTTDC

**Terms & Conditions of Hall No.2:**

1. Open area in backside of Hall No.2 as per site plan at Annexure-1 can be covered as per Food Licensing policies.
2. Open area in front of Hall No.2 can also be used by visitors of DHPP and cannot be barricaded and covered in any case.
3. No structural changes are allowed without prior permission of DTTDC
4. Interiors of the Hall may be done with supervision of DTTDC

**Schedule**

Subject	Date & Time
Issue of Notice for e-auction of Halls on license fee basis	<b>19.02.2020</b>
Pre Bid Meeting	<b>21.02.2020 at 12.00am</b>
Last Date of Receiving queries after Pre Bid	<b>24.02.2020 at 3:00PM</b>
Uploading of Corrigendum after incorporating suggestion if any after pre bid	<b>04.03.2020</b>
Period of online Registration for participating in e-auction on <a href="http://www.tenderwizard.com/DTTDC">www.tenderwizard.com/DTTDC</a>	05.03.2020 (11:00 PM) to 11.03.2020 (12:00 PM)
Last date for submission of mandatory document with EMD (Bank Draft to be deposited)	<b>11.03.2020 at 5:00 PM</b>
Date of online bidding under this e-auction	<b>13.03.2020 at 10.00 AM</b>
Help Desk operational for training and information on e-auction	21.02.2020 onwards

**Remarks:**

- Pre Bid meeting will be at Dilli Haat Pitam Pura
- 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 **11.03.2020 at 5:00 PM** along with hard copy of Technical Bid only.

The registration of tenderers with application services provider (ASP) of NIC is mandatory. (Corrigendum/Addendum ( if any) shall be posted on website only on DTTDC website [www.delhitourism.gov.in](http://www.delhitourism.gov.in) and e-auction website [www.tenderwizard.com/DTTDC](http://www.tenderwizard.com/DTTDC)).

## **I. GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS**

- a. Only registered bidders, who are eligible and have paid **EMD** (Earnest Money Deposit) online, will be able to participate in this e-auction.
  - i. The accepting authority of e-auction i.e. MD&CEO, DTTDC may withdraw anytime without assigning any reason from the e-auction at any stage.
  - ii. While finalizing the e-auctions, the Accepting Authority i.e. the MD&CEO, DTTDC may also at his discretion, form a panel (waiting list) from among the bidders in accordance with the amount e-auctioned by them. In case of failure of the successful bidder to comply with the terms & conditions of the e-auction leading to cancellation of his e-auction bid or contract, as the case may be, MD&CEO, DTTDC would be well within his right to allot the site to the next highest auctioneer/bidder on the panel on the rates as quoted by the first successful auctioneer, instead of re-e-auctioning it. The decision of Accepting Authority shall be final and binding on the participants of the e-auction.
- b. **Format and Signing of Proposal:** Bidders would provide all the information as per this E-Auction Document and in the specified formats. DTTDC reserves the right to reject any Proposal that is not in the specified formats.
- c. **Proposal Preparation Cost:** The Bidder shall be responsible for all the costs associated with the preparation of his Proposal and participation in the bidding process. DTTDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
- d. **Language and Currency:** The Proposal and all related correspondence and documents shall be written in the English language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- e. **Cost of E-Auction Document:** The bidders have to download e-Auction Documents from DTTDC website [www.delhitourism.gov.in](http://www.delhitourism.gov.in) or e-auction website [www.tenderwizard.com/DTTDC](http://www.tenderwizard.com/DTTDC) free of cost.
- f. **Validity of Proposal:** The Proposal shall remain valid for a period of **120 days** from the date of e-bidding. Prior to expiry of the original Proposal Validity Period, DTTDC may request the Bidders to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed-to modify its Proposal, but would be required to extend the validity of its EMD Deposit for the period of extension. The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Service Agreement.
- g. **Clarifications:** To assist in the process of evaluation of Proposals, DTTDC may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.
- h. **Amendment of E-Auction Document:** At any time prior to the Proposal Due Date, DTTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the **E-Auction** Document. Any modification thus issued will be informed to all the prospective bidders by notifying on DTTDC website as well as e-auction website. Such modification will be binding upon all bidders participating in E-Auction process.
- i. **Confidentiality:** Information relating to the e-auction process shall not be disclosed to any person not officially concerned with the process. DTTDC will treat all information submitted as

part of Proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

j. **DTTDC's Right to Accept or Reject Proposal:** DTTDC reserves the right to accept or reject any or all of the Proposals/e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

k. **Force Majeure:** The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include natural calamities including epidemic, lightning, earthquake, flood, storm, or other unusual or extreme adverse weather or environmental conditions. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party i.e. DTTDC. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

#### 4. BRIEF SCOPE OF WORK

a. This e-auction offers the Hall building for Banquet owned and controlled by DTTDC in Dilli Haat Pitam Pura in Delhi, as per the details at [Appendix-1&2](#). The sites will be allotted on license through e-auction to the successful (H1) bidder who bids highest value of license fee which shall be paid on monthly basis. EMD amount for the site is listed in the last column of [Appendix-1&2](#). The fit out period will be given for four months from the date of allotment or commencement of operation whichever is earlier

b. This property is owned by DDA and given to DTTDC on lease till June 2023. The property can be used by the licensee only for the purposes as mentioned in the Annexure.

c. **The sites will be given on license to the highest bidder (H1 bidder) for a period of Six Years. The license agreement of the sites shall be initially signed for a period of Six Years, which will be renewed after every three year i.e. 3+3 on licensee's option for maximum period of another Six Years (total tenure twelve years) subject to increase in license fee with an escalation of 18% of the existing license fee after every three year, subject to his satisfactory performance and clearance of all dues of the preceding year. The process of renewal of the contract shall start in the first week of the 10<sup>th</sup> month of the ongoing license period with a written request for renewal from the licensee to Manager (DHPP) and the request will be approved by MD&CEO, DTTDC subject to said conditions and renewal of bank guarantee by the contractor/Highest Bidder.**

d. DTTDC has two halls in the food court area and offers to give on license basis on "as is where is" basis. The layout plan of both the halls is enclosed at Annexure-I. The salient features of the halls in food court area are as under:-

SNo.	Particulars	Hall No.1 (Main Road Side)	Hall No.2 (Sports Complex Side)
1	Size/Area	426 Sq. Mtrs	399 Sq. Mtrs
2	Unique Ambiance	To be created by agency without changes in the building structure	
3	Design	To be created by agency without changes in the building structure	

4	Separate Entry	For Hall No 1 there is Separate Entry from Metro station side i.e. Gate No 1 For Hall No 2 its ticketed entry from Main Gate of Dilli Haat.
5	Office & Toilets facility	To be created by agency without changes in the building structure
6	Nearby Amphitheatre which can be booked separately for use as per requirement	Available on demand (subject to availability) on payment basis.

e. The Licensee is required to comply with the timings of operation as per Shop & Establishment Act or any other related act as per guidelines of Govt. of NCT of Delhi.

f. **Hall No.1** could be used for banqueting / marriage purpose / parties/ Restaurant/ and IMFL/Foreign Liquor/Bear/Wine & bar facility will be allowed subject to necessary permission and license from the Competent Government agencies/ Department as per rules. No country liquor will be allowed. Rave parties and similar parties will NOT be allowed. Entry of Hall No.1 will be separate towards NSP Metro station side.

The bar facility shall be set up in **25%** carpet area of the hall. The seating area for the bar facility must be adequately isolated as a “separate enclosure” with aesthetically designed barricading and /or view cutter etc.

**Hall No.2** could be used exclusively for food court purpose with bar facility. IMFL/Foreign Liquor/Bear/Wine will be allowed as per excise permissions. No country liquor will be allowed. Rave parties and similar parties will NOT be allowed.

The bar facility shall be set up in **25%** carpet area of the hall. The seating area for the bar facility must be adequately isolated as a “separate enclosure” with aesthetically designed barricading and /or view cutter etc.

The operator will set up and create Food stall wherein different types of cuisines will be made available to the visitors. All the food stalls will have a proper display of menu and rate card etc., Proper sitting arrangements with table and chair /sofas in the hall area shall be always be made available for the visitors.

The food court will not be utilized as Banquet/marriage Hall at any point of time, during the course of the agreement. It is clarified that any under no circumstances exclusive banqueting on any day is permitted. However, a limited or partial space of the food court area can be used for small parties and get together (**Maximum 50 Person**), as and when required, but otherwise the area shall be made available for the walk in visitors to enjoy the cuisines served in food court. Entry of Hall No.2 will be from main Gate of Dilli Haat with prescribed entry ticket fee.

All the maintenance charges of the Hall No 1 & 2 i.e. Payment of property tax on pro rata basis, housekeeping, security, solid waste management fee, necessary permission from Government agencies, permission for running the services and license etc will be arranged by the operator.

## 5. E-AUCTION DETAILS FOR PRESENT PROJECT

- a. **Eligibility:** The participants in e-auction shall be individual/companies engaged in business of Event management/Banqueting/Marriage/Restaurant with Bar Facility.
- b. **Earnest Money Deposit:** To be able to participate in e-auction for Hall No. 1 & 2 at DHPP, the prescribed EMD (specified in Appendix-2) equal to three times the amount of reserve price for that unit is to be paid by the bidder through online mechanism of e-auction portal [www.tenderwizard.com/DTTDC](http://www.tenderwizard.com/DTTDC) Detailed instructions to guide the bidder through the e-payment, steps are available on the said portal/website. EMD will be treated as a Security Deposit in the department which may be adjusted against the license fee for the last three months of the license period. The aforesaid earnest money shall always be interest free.

The EMD of the unsuccessful bidder will be refunded electronically to their bank account without interest after the completion of auction and approval for Highest Bidder by MD&CEO, DTTDC.

### c. Individual Bidding per Site:

One bidder may participate in e-Auction with prescribed EMD, and can be 'H1 bidder' for the particular property.

- d. **Payment to be made within 7 days of the date of bidding:** After the successful bidding, the H1 bidder will have to deposit 3 times the H1 bid amount, through online e-payment gateway of e-auction portal. If he fails to make this payment, his bid will be cancelled and EMD deposited earlier will be forfeited.
- e. Prospective bidders shall ensure the following before participating in e-auction.
  - i. Participants have to get themselves registered on the e-auction portal i.e. [www.tenderwizard.com/DTTDC](http://www.tenderwizard.com/DTTDC) by making online payment for Rs. 2000 + GST. Help is provided to the prospective bidders for registration at DTTDC Help Desk, Dilli Haat Pitam Pura, New Delhi and at the Tender Wizard Helpdesk, C-62, IInd Floor, Preet Vihar, Opp. Metro Pillar No.79, New Delhi-110092.
  - ii. Participants shall have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority. Help is provided to prospective bidders for procuring digital signatures at the help desks mentioned at (a) above, if they so desire.
  - iii. Participants shall safely keep their User ID and password, which will be issued by the online service provider upon registration, and which is necessary for e-bidding.
  - iv. Bidders are advised to change the password immediately on receipt from the e-auctioning portal.
  - v. Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

### f. Online bids:

- a) The bidders are required to provide the quote (**monthly license fee**) with reference to the property put on e-auction, over and above the reserve price mentioned in the Appendix.
- b) E-auction will start and end as per schedule mentioned in offer document. The bid for e-auction shall start with minimum one increment above the reserve price. Increment of rate in e-auction shall be **Rs. 5,000/- (minimum increment value) or multiple thereof**.



- c) Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatever reason. If done so, the EMD amount shall be forfeited.
- d) The bidder shall be solely responsible for all consequences arising out of the bid submitted by him/her (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the DTTDC/Service provider. Hence bidders are cautioned to be careful to check the bid amount, and alter/rectify their bid amount if required, before submitting the bid.
- g. **Time Extension:** If any market leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the time of auction sale will get automatically extended by another five minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended five minutes, the auction sale will be automatically closed at the expiry of the extended five minutes and the highest bidder will become H1 bidder.
- h. **Training and Assistance Booth for the prospective Bidders:** Prospective bidders can get the required training and information on e-auctioning process during working hours from Tender Wizard Helpdesk, C-62, IIInd Floor, Preet Vihar, Opp Metro Pillar No.79, New Delhi-110092.
- i. **Note of caution for the Bidders:**
  - i. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.
  - ii. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the E-Auction. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the E-Auction shall be at Bidder's own risk and may be liable for rejection.

**j. UNCONDITIONAL BIDS –**

Bidders may note that DTTDC will not entertain any deviations from the E-Auction Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the E-Auction Document with all its contents including the Draft Service Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

**k. REJECTION OF BIDS -**

DTTDC reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The DTTDC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- i. Made misleading or false representations in the E-Auction reply or documents in support of mandatory criteria
- ii. Submitted a proposal online that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that Eventuality their participation in the e-Auction shall not be considered.

- iii. Failed to provide clarifications related thereto, when sought;
- iv. Disclosed information relating to the examination, clarification and comparison of the Proposals to any bidder or any other person(s) not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of their bid.
- v. Submitted any superfluous document(s) not related to the mandatory criteria. All participating bidders are clearly instructed to attach only those documents which are relevant to the scope of work/mandatory criteria as specified in the E-Auction document.
- vi. Indulged in malicious campaign or disinformation campaign against any official of the DTTDC or any other bidders either directly or through third parties.
- vii. Any of the above defaults shall make the bidder liable for rejection of bid and for other legal actions as per law. Such bidder may also be blacklisted by the DTTDC.

**1. BIDDER'S RESPONSIBILITY** - The following due diligence/deliberation is the sole responsibility of the bidder:

- i. The Bidder may carry out site visit to assess the site offered on license at any time at his own cost. This is very important, as the sites are offered **on 'AS IS WHERE IS'** basis. The units offered through e-auction are under the jurisdiction of Manager (DHPP), Dilli Haat, Pitampura, New Delhi.
- ii. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of E-Auction Document will be at the Bidder's own risk.
- iii. It would be deemed that prior to the submission of Proposal, the Bidder has:
  - i) Made a complete and careful examination of requirements, and other information set forth in this E-Auction Document;
  - ii) Received all such relevant information as it has requested from DTTDC; and
  - iii) Made a complete and careful examination of the various aspects of the Project that might affect the Bidder's performance under the terms of this E-Auction Document.
  - iv) DTTDC shall not be liable for any mistake or error or neglect by the Bidder in respect of any of the above.
  - v) In case the auctioneer is running any other similar project with DTTDC on contract at present he is required to scan and upload "No dues certificate" from DTTDC along with e-auction form failing which he would stand disqualified.
  - vi) 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.

**6. RIGHTS AND RESPONSIBILITIES OF LICENSEE AND DTTDC**

**a) Nature of Usage Allowed By DTTDC:**

- I. The licensed site shall not be used or permitted to be used for any other purpose, whatsoever except the purpose for which allotted
- II. The site is being e-auctioned on "As is where is Basis ". It is presumed that the intending auctioneer has inspected the Halls and familiarized himself/herself with the prevailing conditions in all respect before participating in the e-auction. No claim/dispute regarding condition/capacity of the Halls site shall be entertained by DTTDC. The auctioneer cannot put any condition with his/her e-auction.

- III. The Entry Passage at Gate No 1 towards NSP Metro station is common area for DTTDC & Bidder, however they are allowed to set up decorative gates with temporary structure & front alleviation at the all three gates, they will also ensure easy movement of fire tender, ambulance etc in the premises. The back side open area can be used for Kitchen and Banqueting purposes.
- IV. The successful bidder shall be responsible for maintenance of sanitation, safety, security & , Housekeeping of site.
- V. At his own cost and expenses, successful bidder/operator shall install as many C.C.T.V cameras as are required. All the entry and exit points of the site will be covered. The C.C.T.V cameras shall always be kept in working condition.
- VI. The bidder/operator shall not display or exhibit any pictures, poster, statues or other articles, except the display/signage of the facilities provided or as prescribed in the Annexure.
- VII. The bidder/operator shall not display or exhibit any advertisements or place or put up a hoarding on any part of the interior or exterior of the site, except the space specified/provided for display of hoardings.
- VIII. No criminal case or moral turpitude shall be pending against the prospective bidder.
- IX. Arrangement for maintaining the unit/building repair and lighting in the unit is to be made by the licensee at his own costs.
- X. The licensee shall hand over the site peacefully after the expiry of license or on its cancellation.
- XI. The auctioneer/licensee shall abide by all the rules and by-laws of the MCD, Delhi Administration and other authorities in the matter of running the business and keeping the site in proper condition. He shall also pay all municipal taxes, property tax or fees i.e. electricity and water charges for carrying on the work.
- XII. The auctioneer/licensee shall not object to any construction in or around the site that is considered essential by DTTDC.
- XIII. Vehicles will not be allowed for parking on circulation/service road.
- XIV. DTTDC officers/officials shall have free access to the purpose of inspection.
- XV. The auctioneer/licensee shall be liable for any damage/loss/theft of any vehicle or any property of user of the Restaurant/Interpretation Centre. The DTTDC will not be a party to any dispute between licensee and third party.
- XVI. That the licensee/successful bidder shall not be entitled to allow/permit any other person to use the premises in his place or to use any part thereof. In the event of the death of licensee, or the licensee becoming insolvent, or dissolved, if it is a partnership firm, prior to the expiry of the period fixed hereinafter, the license shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor/DTTDC 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 licensee premises. But in the case goods are not claimed by the legal heirs/representatives within four weeks of such termination of the license the licensor/DTTDC may, by public auction dispose of the same.
- XVII. That the dealing of the licensee/his employees with the public, officials/officers shall be polite and courteous and he shall not indulge in or suffer any anti social activity. The licensee shall also not indulge in any activity which may cause harm to the interest of DTTDC or its employees.
- XVIII. That if the licensee allows credit, he will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee shall be entertained on this account.
- XIX. Fire fighting arrangements should be made at the site by the contractor to avoid any mis-happening.
- XX. 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.

XXI. Rave parties and similar parties will NOT be allowed. No regular Bar facility will be provided to any visitor in the premises under all circumstances.

**b) Other Obligations of Licensee/Bidder:**

- i. The bidder shall abide by all the relevant directions of DTTDC, Orders/Directions of the Courts of law related to such sites in question in addition to the terms of this E-Auction.
- ii. The bidder shall be responsible for all statutory taxes **& proportionate property tax, Waste Management Fee by Local Bodies** and payments to different agencies and indemnify DTTDC from the same.
- iii. The bidder shall also absolutely comply with all the extant laws as applicable to the Government of NCT of Delhi/UOI etc.
- iv. 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

**c) Site Termination by DTTDC prior to end of contract period:**

In case of termination of the contract by DTTDC prior to end of validity period in accordance with the terms and conditions of the e-auction, the bidder shall be liable to pay proportionate license fee up to the date of termination for contract.

**d) Exit Clause**

**The licensee** shall have to run the business for minimum period of 3 Years from the date of entering agreement . If the successful bidder/licensee desire to vacate premises for what so ever reasons before completion of lock in period, the licensee has to pay the balance amount which fall short of the amount equivalent to license fee of the remaining lock in period.

**e) No Liability of DTTDC**

- i. DTTDC shall not be responsible or liable on any account for any incident whatsoever at these units.
  - ii. The bidder shall indemnify and keep indemnifying the DTTDC in respect of the losses or damages or expenses of litigation in connection with the sites.
- f) DTTDC reserves the rights to carry out inspection by any official of the DTTDC to ensure that management of these sites is being done as per E-Auction terms and conditions and directions of DTTDC from time to time.

**g) No Tenancy Rights / Title / Interest:**

- i. The permission by DTTDC shall be for a limited period and only for use as per E-Auction terms and conditions and agreement related thereto. This does not create any tenancy rights enjoyable by the selected bidder.
- ii. The bidder shall not claim any right/title/or interest to any right or any nature of easement in relation to or respect thereto against the ownership of the Property. The rights shall always remain of DTTDC on the property.
- iii. The licensee will not be allowed to use the open space surrounding Building, except the space provided to use as per the agreement, if so, the license agreement would be cancelled and EMD will be forfeited.

- iv. The successful bidder shall peacefully hand over the site to DTTDC immediately after the end of the term of the license agreement or upon early termination of the agreement as per tender terms and conditions.
- h) Each bidder must conduct survey of the existing sites and make independent evaluation of the scope of work and potential revenue income. No bidder can hold DTTDC responsible for non-understanding of the scope of work. Bidders are free to visit the site listed in this e-Auction Document. The process is fully in public domain and no separate information shall be given to any bidder by DTTDC on this account.
- i) **Term & Tenure of license:** - The license of the site shall be initially made for the period of **Six years** which can be renewed at the option of DTTDC up to maximum of **six years (3+3 years)** subject to increase in license fee with an **escalation of 18% of the existing** license fee after every three year (First enhancement will be in year 2023). The renewal will be further subject to regular compliance of the terms and conditions of the license as well as agreement of the licensee and the successful bidder (indenting licensee) shall pay the license fee on **quarterly installment in advance**.

The license fee, to be computed from 15 days of issue of letter of acceptance by DTTDC in favour of successful tenderer is to be paid on equated monthly fee within first seven days of every month in advance in case of delayed payment beyond 7 days, an interest at the rate of 18% per annum would be charged from the first day of the month till the date of payment.

The contract term for each site shall vary and become effective from the date of handing over of site possession for that specific site.

The license is to be renewed on yearly basis subject to the satisfactory performance of the contractor for the preceding year and renewal of bank guarantee for one more year after the expiry date.

## 7. QUALIFICATION CRITERIA

- a) **Eligibility Criteria:** Bidders can be an individual, a Proprietorship firm, Company, Partnership engaged in the business of Restaurant/Banquet operation.

The bidder shall submit the following documents online on the e-auction portal:

- 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 will NOT BE ACCEPTED under any circumstances;
  - ii. PAN card and GST No
  - iii. Party must have at least Rs.1crore as average annual turnover in previous three FY i.e. 2016-17, 17-18, 18-19
  - iv. Income Tax Returns and Audited /C.A certified Balance Sheet for the period of last 3 years i.e. 2016-17,2017-18 7 2018-19.
  - v. GST Registration Certificate
  - vi. Documentary evidence of 3 years experience of running eligible projects i.e. food court / banquet hall/ catering/ restaurant/ hotel business etc.
  - vii. Photo I. D. in case bidder is an individual.
  - viii. Proof of registered office address in case of company/firm.
- b) **Tests of responsiveness of proposal:** Prior to permitting a bidder to participate in e-bidding, DTTDC will determine whether his Proposal is responsive to the requirements of the e-Auction Document. A Proposal shall be considered responsive only if:

- i. It meets the eligibility criteria.
  - ii. It is accompanied with the prescribed EMD(s) for the unit (s) for which the bidder intends to bid.
  - iii. It is received online by the Proposal Due Date.
  - iv. It contains the information and documents as requested in the e-Auction Document.
  - v. It mentions the proposal validity period as set out in the e-Auction Documents.
  - vi. There are no inconsistencies between the Proposal and the supporting documents.
- c) The bidders who are eligible and whose proposals are responsive shall be qualified to participate in e-bidding. The decision of DTTDC in this regard shall be final.

The documents mentioned in Para V 1 will not be scrutinized prior to e-auction, and it will be presumed that Bidder has uploaded the required document correctly. However, all these required documents shall be verified after the completion of e-auction, and if any of the documents is found incorrect, the bid will be rejected and EMD of the H1 bidder will be forfeited.

## **8. FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES**

- a. **EMD DEPOSIT:** Every bidder is required to make online payment of EMD equivalent to three times the Minimum Reserve Price through **e-payment** gateway of e-auction portal, to be eligible for participation in the e-Auction. Separate E-Auction forms and EMD are required to be filled for each site. The EMD amount for each site as well as the value of reserve price/reserve monthly license fee is available in **Appendix 2**.

The Earnest Money will be **forfeited** on account of one or more of the following reasons:

- i. Bidder withdraws the proposal during the validity period specified in E-Auction
  - ii. Bidder does not respond to requests for clarification or fails to provide required information during the evaluation process
  - iii. Bidder resorts to unethical practices or any practice that may mar the chances of rival bidders in the form of sudden complaints / RTIs/ Newspaper reporting about competing bidders post the phase when the E-Auction notice has been published
- b. Bidding Parameter:**
- i. Monthly license fee, i.e. the license fee (in Indian Rupees) is the bidding parameter.
  - ii. A unit shall be allocated to the H1 bidder who quotes the highest monthly license fee for that unit to DTTDC.
  - iii. The bidding parameter is monthly license fee and the bidder is required to make payment of license fee in advance monthly installments, to be paid by the 10<sup>th</sup> of each month.
  - iv. After the successful bidding, the H1 bidder will have to deposit 3 times the H1 bid amount, through online e-payment gateway of e-auction portal. If he fails to make this payment within 7 days of the completion of e- auction by making online payment on the e-auctioning portal, his bid will be cancelled and EMD deposited earlier will be forfeited.
- c. Facilitation charges:**

Facilitation charges will be paid by the successful bidder to the e-Auctioning agency engaged by DTTDC.

**NOTE:** Above mentioned payment is to be made through online mode within 3 days of award of the work, failing which no possession of the unit will be handed over to the successful bidder.

- d. **NOTIFICATIONS:** DTTDC will inform the Successful Bidder online through e-mail as provided by the bidder, through the service provider agency i.e. ITI Ltd.
- e. **LETTER OF INTENT:** The Letter of Intent (with enclosures of Agreement) shall be issued online within 15 days of approval of the bid by Competent Authority.
- f. **ACKNOWLEDGEMENT OF LETTER OF ACCEPTANCE (LOA):** Within a maximum of 7 days from the date of issue of the Letter of Intent, the Successful Bidder shall acknowledge the receipt of LOA and give his concurrence by signing the letter and uploading it on the e-auction portal [www.tenderwizard.com/DTTDC](http://www.tenderwizard.com/DTTDC).
- g. **WORK ORDER:** Upon receipt of LOA from the successful bidder, a possession letter shall be issued within 15 days of receipt of letter of acceptance from the selected agency, subject to submission of **proof of payment of License fee** and signed copy of **agreement** executed on Rs. 100/- non-judicial stamp paper.
- h. **AGREEMENT:** A License agreement would be executed with the successful bidder, prior to issue of possession letter to him. The draft agreement is enclosed as **Appendix 2**. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/ deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act/rules/regulations/bye-laws hereafter made and shall have an arbitration clause in the agreement. The e-Auction document and outcomes of all negotiations with the selected bidder shall form a part of the agreement.
- i. **SECURITY DEPOSIT AND RENEWAL OF CONTRACT:**
- i) That the selected bidder shall deposit the **Earnest Money** equivalent three months' license fee will be treated as Security Deposit.
  - ii) The successful bidder will also be required to furnish **Bank Guarantee** equivalent to six months license fee in within 15 days of acceptance of bid by the Competent Authority in favour of Delhi Tourism & Transportation Development Corporation Ltd. The validity of bank guarantee shall be valid for **SIX months** beyond the contract period i.e. for **SIX years plus 06 months**, which should be regularly revalidated by the licensee after every 3 years with 6 month's additional validity beyond the contract period.
  - iii) The duration of the agreement will be **Six years** from the date of signing of the agreement, subject to the extension of the lease agreement between DDA and DTTDC, which is presently up to June 2023. However, the duration **may be** further extended for a period of **another 3+3 years (Total 12 Years)**.
  - iv) The period of license will **terminate after 3+3=6 years** after the date of completion of initial award period i.e. **Six years OR** completion of 12 years (**6+3+3=12 years**) from the date of possession whichever is later and shall not be extended under any circumstances whatsoever.
  - v) The process of renewal of the contract shall start in the first week of the 10<sup>th</sup> month of the ongoing license period with a written request for renewal from the licensee to Manager (DHPP) and the request will be approved subject to fulfillment of terms & conditions and renewal of bank guarantee for another one year by the contractor.
  - vi) The licensee should make a formal request for renewal license deed for next three years period before one month from the expiry of three years license period.
  - vii) The licensee would be required to make payment of license fee along with GST @ 18% (CGST 9%+SGST 9% subject to change time to time by GST Deptt.) by the 10<sup>th</sup> of every

month and would submit a copy of bank challan in the office of DTTDC in support of payment of license fee. In case of failure to deposit the license fee in time, interest @ 18% p.a. will be leviable from the due date of the deposit until the date of deposit. In case of delay upto 15 days, interest shall be payable for 15 days and for delay more than 15 days (upto 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 due date, the bank guarantee may be encashed to recover the DTTDC dues, and license shall be liable to be cancelled.

- viii) In case, the licensee fails to give vacant & peaceful possession on expiry/ termination of contract, he shall be liable to pay penalty @ 1.5 times of existing rate.
- ix) Electricity charges will be paid on actual consumption & prevailing rates.

j. **DISPUTES:** The Parties shall endeavor to settle by mutual conciliation any claim, dispute, or controversy ("Dispute") arising out of, or in relation to this project. Any Dispute shall be finally settled in accordance with the Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The arbitration proceedings shall be conducted in the English language. That all disputes related to the project should be settled through legal civil procedure and arbitration only. Only Local Courts in Delhi shall have jurisdiction in any legal dispute arising out of this tender.

## 9. CONTRACT TERMINATION

- a) Any of the following events shall constitute an event of default by the Bidder entitling the Competent Authority/DTTDC to terminate the agreement with the Bidder:
  - i. Failure to pay the monthly license fee within stipulated time. This may lead to non-renewable of contract and encashment of the bank guarantee.
  - ii. Upon occurrence of any of the defaults, the DTTDC would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the DTTDC shall be final and binding on the Bidder.
  - iii. In case of any dispute arising between licensor i.e. DTTDC and the licensee in respect of interpretation or performance of any terms & conditions of this agreement, the same shall be referred to the arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be final and binding on both the parties. No arbitration shall be allowed without depositing upto date monthly license fee.
  - iv. Even during the pendency of the arbitration/or any other legal proceedings between the parties, the Licensee shall be bound to continue to perform all its obligations in accordance with terms of this license agreement.
  - v. Even after the termination of this agreement or on completion of term by efflux of time, the Arbitration clause shall remain alive and, the licensee will be bound to honor and fulfill all his liabilities arising out of and in accordance with his agreement and DTTDC shall be fully entitled to enforce the same against the licensee.
  - vi. Even during the pendency of arbitration proceedings, the DTTDC may cancel the license and resume the possession and licensee shall have to deposit the monthly license fees and GST.
- b) **UNDERTAKING:** I/we have gone through the e-Auction documents and accepted all the terms and condition of the E-Auction and bound by the conditions given in the document as well as scope of work.

That we agree that any E-Auction may be rejected if the competent authority i.e. DTTDC feels that the response to E-Auction is not qualified enough for the selected bidder to execute the project.

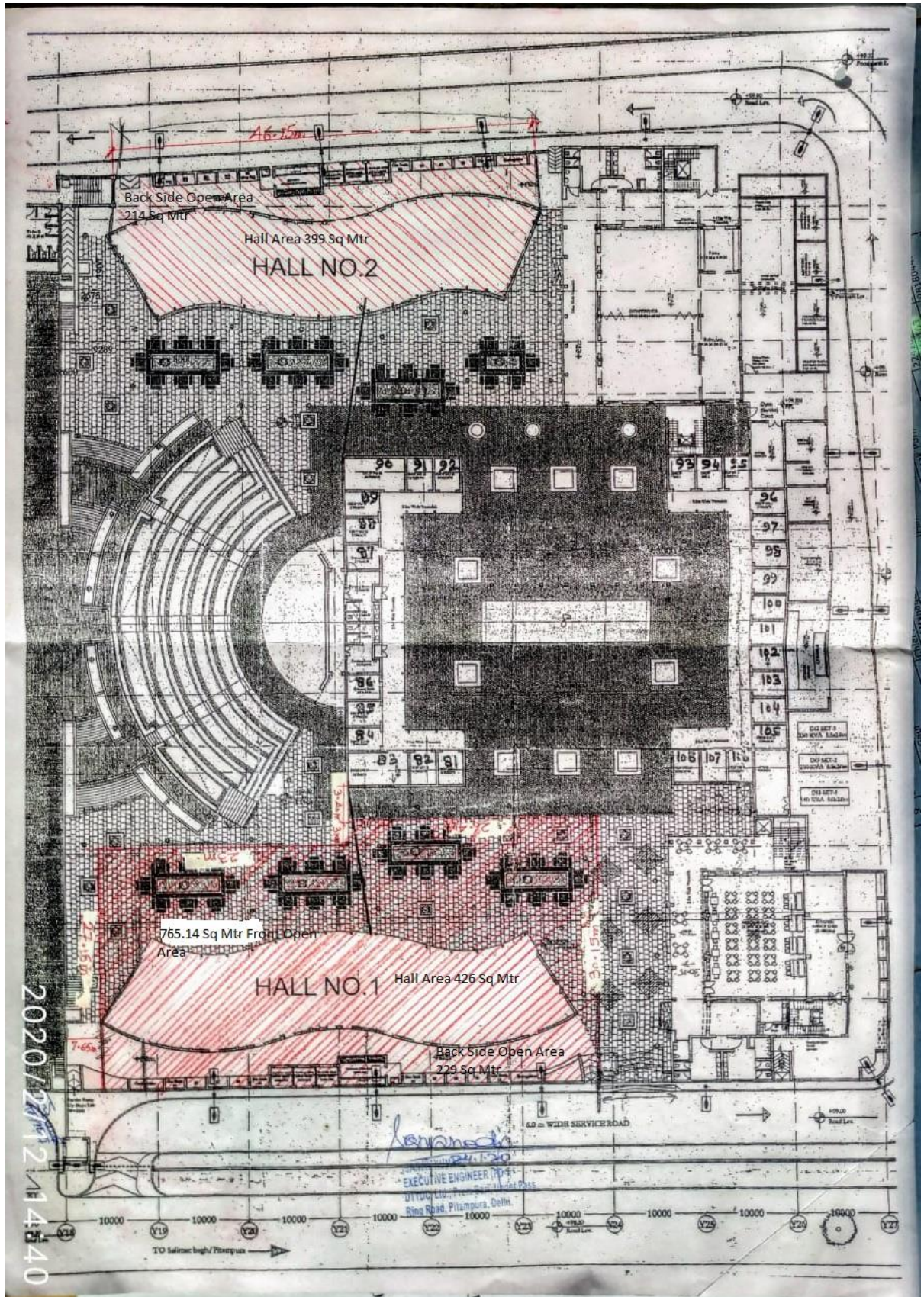


**Seen and accepted.**

**Signature of the Authorized Signatory**

**(With Office Rubber Stamp)**

Site map  
Hall No.1 & Hall No.2



**TWO HALLS AT DILLI HAAT PITAM PURA FOR BANQUETING/ SOCIAL  
GEATHERIGN/ PARTIES ETC TO BE E-AUCTIONED.**

**Hall No.1**

<b>Area of Hall</b>	<b>Open area for use (in sq mtrs) approx</b>	<b>Reserve Price per month</b>	<b>EMD</b>
<b>426 Sq. Mtr.</b>	a) Back side: 229.00 b) Front side:765.14	<b>Rs.2.50Lakhs</b>	Equal to Three months Minimum Reserve Price

**Terms & Conditions for Hall No1:**

1. Open area in backside of Hall No.1 can be covered as per Food Licensing policies.
2. Open area in front side of Hall No.1 can only be barricaded temporarily as per marking in the layout plan at **Annexure-1**. This area cannot be covered in any case, temporarily or permanently.
3. No structural changes are allowed without prior permission of DTTDC
4. Interiors of the Hall may be done with supervision of DTTDC

**Hall No.2**

<b>Area of Hall</b>	<b>Open area for use (in sq mtrs) approx</b>	<b>Reserve Price per month</b>	<b>EMD</b>
<b>399 Sq. Mtr.</b>	Back side:214.00	<b>Rs.1. 50 Lakh</b>	Equal to Three months Minimum Reserve Price

**Terms & Conditions for Hall No.2 :**

1. Open area in backside of Hall No.2 as per site plan at Annexure-1 can be covered as per Food Licensing policies.
2. Open area in front of Hall No.2 can be used by visitors of DHPP and cannot be barricaded and covered in any case.
3. No structural changes are allowed without prior permission of DTTDC
4. Interiors of the Hall may be done with supervision of DTTDC

**(REQUEST LETTER TO BE SUBMITTED BY THE BIDDER)**

**(To be filled in by the tenderer)**

To

The General Manager, DTTDC,  
18 A DDA SCO Complex Defence Colony,  
New Delhi 110024

**Sub: Tender for Licensing of Hall No. 1 & 2 at Dilli Haat Pitam Pura for banqueting/ social gathering/ restaurant/ parties/ food court etc.**

Sir,

With reference to above subject, I/we, having examined the tendering documents and understood their contents, hereby submit my/our tender for the aforesaid Licensing Rights for commercial activities in Halls on License Fees basis at Dilli Haat Pitam Pura, New Delhi. My/our tender is unconditional.

Further:

1. I/ We acknowledge that DTTDC shall be relying on the information provided in the tender and the documents accompanying the tender for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the tender are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DTTDC any additional information it may find necessary or require to supplement or authenticate the tender.
3. I/ We acknowledge the right of DTTDC to reject my/our tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Tendering Documents, including Addendum / Corrigendum, if any, issued by DTTDC ; and
  - (b) I/ We do not have any conflict of interest in accordance with provisions of the Tender document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any tender, Bid or request for proposal issued by or any agreement entered into with DTTDC ; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable



practice or restrictive practice; and

- (e) the undertakings given by us along with the this tender in response to the tender for the above subject were true and correct as on the date of making the this tender and are also true and correct as on the tender due date of submission and I/we shall continue to abide by them.
5. I/ We understand that you may cancel the tendering process at any time and that you are neither bound to accept any tender that you may receive nor to invite the tenderers to Bid for the above subject, without incurring any liability to the tenderers, in accordance with provisions of the tender document.
  6. I/We understand that you may cancel my/our tender in case I/We will find participating in more than one Conference Hall through a single tender document.
  7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DTTDC in connection with the selection of the tenderer, or in connection with the tendering process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
  8. In the event of my/ our being declared as the selected tenderer/Bidder, I/we agree to enter into a License Agreement in accordance with the Draft License Agreement. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  9. I/ We have studied all the tendering documents carefully and also surveyed the DTTDC We understand that except to the extent as expressly set-forth in the Draft License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DTTDC or in respect of any matter arising out of or relating to the tendering process including the award of License.
  10. I/ We offer due Bid Security/EMD to DTTDC in accordance with the Tender Document.
  11. I/ We agree and understand that the offer is subject to the provisions of the tendering documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our tender is not opened or rejected.
  12. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
  13. I/ We agree and undertake to abide by all the terms and conditions of the tender document.
  14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
  15. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the tender submission due date specified in the tender.

- 16. I/ We hereby submit bid documents i.e. Tender documents duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith
- 17. I/We hereby enclosing all requisite documents as prescribed in this Tender documents

In witness thereof, I/we submit this tender under and in accordance with the terms of the Tender document

Yours faithfully

**(Signature, name and designation of the Authorized signatory)  
Name and seal of Tenderer/Lead Member**

Encl: as above

**Date:**  
**Place:**

Witness:-

(1) Name.....

Address.....

.....

.....

(2) Name.....

Address.....

.....

.....

**Power of Attorney of Tenderer**

**(WHEREVER APPLICABLE)**

(To be filled up in by the Tenderer)

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. \_\_\_\_\_ (name and address of the registered office) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our tender, including signing and submission of all documents and providing information / responses to DTTDC, representing us in all matters before DTTDC, and generally dealing with DTTDC in all matters in connection with our tender.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

**Signature of the Tenderer  
Name & Address**

Accepted

\_\_\_\_\_(signature)  
(Name, Title and Address) of the Attorney

**Note:**

- 1 *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2 *It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

**Annexure-5**

**Affidavit**

(To be given separately by each member of the firm in case tenderer/bidder is a partnership firm on Stamp Paper of Rs.10/-)

I \_\_\_\_\_ S/O \_\_\_\_\_ R/o \_\_\_\_\_, the\_ (designation) of the \_\_\_\_ (insert name of the bidder/company) do solemnly affirm and state as follow:-

I say that I am the authorized signatory of .....(insert name of company) (hereinafter referred to as “Tenderer” and I am duly authorized by the Board of Directors of the tenderer/Bidder to swear and depose this Affidavit on behalf of the tenderer.

I say that I have submitted information with respect to our eligibility for Delhi Tourism & Transportation Development Corporation’s (hereinafter referred to as “DTTDC”)

Tender for licensing of Conference Hall at Dilli Haat Pitam Pura, NSP Metro Station, New Delhi (hereinafter referred to as “Conference Hall”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DTTDC to verify our credentials/information provided by us under this tender and as may be deemed necessary by DTTDC.

I say that if any point of time including the License period, in case DTTDC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DTTDC.

I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our tender shall entitle us to be disqualified from the Tendering/bidding process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

I state that all the terms and conditions of the tender Document have been duly complied with.

**DEPONENT**

**VERIFICATION:-**

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ..... on this .....day of .....2019

DEPONENT



(To be submit separately on Rs. 100/- stamp paper duly notarized)

**Undertaking for Responsibility**

I/We\_\_\_\_\_ as sole proprietor/ a partner of the firm etc. \_\_\_\_\_(Complete name with address) jointly & severely undertake the responsibility in regard to the license agreement with DTTDC in respect of Licensing of Halls:-

That, I/we Solely undertake that\_\_\_\_(Name of the Proprietor/ Company/firm) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to Conference Hall at Dilli Haat Pitam Pura, New Delhi.

That, all members (tenderer) is/are jointly or severely responsible for all commitments / liabilities/ dues etc to DTTDC .

(Sole Proprietor/ Authorized CEO /all members to sign on undertaking with witness signatures)

- 1 -----
- 2 -----
- 3 -----
- 4 -----

Witness:

1

2

**DRAFT AGREEMENT**

This AGREEMENT is made at Delhi/New Delhi on this ..... day of ..... 2019 for implementation the work as mentioned under the head "Scope of work in the E-Auction (Annexure -1) by and between Delhi Tourism & Transportation Development Corporation Ltd having its office at 18-A, DDA Shopping cum Office Complex, Defence Colony, New Delhi - 110024 hereinafter called as "DTTDC ", (which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the FIRST PARTY.

AND

M/s..... having office at ..... (here in after called as "**OPERATOR**", which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the **SECOND PARTY**.

Each of DTTDC and OPERATOR being referred to individually as "PARTY", and jointly as "PARTIES".

**WHEREAS**

- A. In response to the E-Auction floated by the DTTDC vide E-Auction no..... dated....., the SECOND PARTY has consented to implement the same vide acceptance letter no ..... dated ...../...../2019.
- B. With this objective both the PARTIES are desirous of recording their understanding, agreed terms and conditions by way of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, "**DTTDC** AND "**OPERATOR**" INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

**1. DEFINITIONS & INTERPRETATIONS**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- 1.1. "Affected Party" shall mean the Party claiming to be affected by a Force Majeure Event in accordance with **Article I (12)**.
- 1.2. "Agreement" shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

- 1.3. "Applicable Law" shall mean as the law of land, may include the judgments, decrees, injunctions, writs or orders of any courts of record directly involving the project in this agreement only.
- 1.4. "Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Service Provider under Applicable Law, in connection with the Project during the subsistence of this Agreement.
- 1.5. "Appointed Date" shall mean the date of this Agreement.
- 1.6. "Arbitration Act" shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
- 1.7. "COD" or "Commencement of Operations Date" shall mean the date on which the Service Provider has to start the project as per E-Auction terms and conditions.
- 1.8. "Department" means **Delhi Tourism & Transportation Development Corporation Ltd./any agency of the Government of India/Government of NCT of Delhi.**
- 1.9. "Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in **Article I (12).**
- 1.10. "Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.
- 1.11. "Operations Period" shall mean the period commencing from COD and ending at the expiry of the agreement.
- 1.12. "Parties" shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.
- 1.13. "Performance Security" shall mean the guarantee for performance of its obligations to be procured by the Operator in accordance with E-Auction terms and conditions. The word performance security/security deposits are one and the same thing.
- 1.14. "Preliminary Notice" shall mean that the DTTDC reserve its right to terminate this agreement any time after giving one month's notice.
- 1.15. "Project" shall mean the entire scope of work as in the E-AUCTION OF TWO HALLS AT DILLI HAAT PITAM PURA AUTHORIZED UNDER THE JURISDICTION OF DTTDC and other obligations as spelt out in the agreement.
- 1.16. "Project Agreements" shall mean collectively this Agreement and any other material agreement or contract entered into or may hereafter be entered into by the Service Provider in connection with the Project.
- 1.17. "Project Requirements" shall mean the obligation of the PARTIES as per E-AUCTION OF TWO HALLS AT DILLI HAAT PITAM PURA AUTHORIZED UNDER THE JURISDICTION OF DTTDC or any other requirements as per the present agreement.
- 1.18. "Project Site" means two Halls at DHPP as per the E-AUCTION OF TWO HALLS AT DILLI HAAT PITAM PURA AUTHORIZED UNDER THE JURISDICTION OF DTTDC.
- 1.19. "Rupees" or "Rs." refers to the lawful currency of the Republic of India.
- 1.20. "Services" means the work to be performed by the Operator/Bidders pursuant to this agreement as described in this agreement.

1.21. "Tax" shall mean and includes all taxes (Property Tax, GST etc.), fees, cesses, duties, levies that may be payable by the Service Provider under Applicable Law.

1.22. "Termination" shall mean early termination of the agreement, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

1.23. "Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.

1.24. "Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

## **2. INTERPRETATION**

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- (b) References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- (c) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, DTTDCs, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (d) The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) The words "include" and "including" are to be construed without limitation;
- (f) Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- (g) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include such days or dates;
- (h) Any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST).
- (i) The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- (j) Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (k) References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (l) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;

- (m) The damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the "Damages")

### **3. GRANT OF SERVICE ASSIGNMENT**

- 3.1. Subject to and in accordance with the terms and covenants set forth in this Agreement, DTTDC hereby grants and authorizes the Operator to finance, establish, operate and maintain the Project and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as per the E-Auction terms and conditions. However, the service provider shall have no right title or interest of any kind except the permission to use the allocated sites for permissible purposes during the validity of agreement and for the specified period mentioned in this agreement.

### **4. PROJECT PERIOD**

- 4.1. As per E-Auction **clause 4 (1) (c)**, subject to the terms and conditions.

### **5. SERVICE PROVIDER/OPERATOR'S OBLIGATIONS**

- 5.1. The Operator shall be responsible for the entire scope of work as in e-Auction Documents as well as the following:
  - 5.1.1. Pay all taxes, duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Service Assignment Period.
  - 5.1.2. The SECOND PARTY shall indemnify and hold harmless DTTDC and their employees from and against all claims, damages, losses and expenses arising out of or resulting from Operator's negligence or breach in execution of this agreement.
  - 5.1.3. The SECOND PARTY can employ any qualified staff as per their free will and market economics without any objection from DTTDC. **6.**

### **+COMMUNICATIONS**

#### **6.1. Communications in Writing**

Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and in English.

#### **6.2. Change of Address:**

A Party may notify the other Party of a change to its name, addressee, address and telex or facsimile numbers provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place, or if no date is specified or the date specified is less than five days after the date on which notice is given, the date falling five days after notice of any such change has been given.

### **7. PERFORMANCE GUARANTEE**

- 7.1. This shall be as **per clause 8(i) – (i & ii)** of the E-Auction document.

### **8. NO BREACH OF OBLIGATIONS**

- 8.1. The Operator shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the

following:

- 8.1.1. Force Majeure Event
- 8.1.2. Compliance with the instructions of the DTTDC or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Operator of any of its obligations hereunder;
- 8.1.3. Closure of the Project Facility or part thereof with the approval of DTTDC.

## **9. FORCE MAJEURE**

- 9.1. Force Majeure Event:** The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include natural calamities including Act of God, epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, and drought, lack of water or other unusual or extreme adverse weather or environmental conditions. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party i.e. DTTDC. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

## **10. EVENTS OF DEFAULT AND TERMINATION**

- 10.1. Termination Notice** – The DTTDC reserves the right to terminate this agreement after giving one month notice for violation of terms and conditions of the tender, scope of work and as per the terms and conditions of the e-auction document.
- 10.2. Withdrawal of Termination Notice**  
Notwithstanding anything, if the service provider cures the underlying event of default, prior to the termination of notice communication, DTTDC may consider to withdraw the notice of termination.

## **11. RESOLUTION OF DISPUTES**

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts (which attempt shall continue for not less than 30 (thirty) days, give 15 days notice thereof to the other party in writing.

The dispute shall be referred for adjudication through arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

The parties hereto agree that the seat and place of adjudication by the Arbitrator shall be Delhi/New Delhi only.

The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and/or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

**12. REPRESENTATIONS AND WARRANTIES. DISCLAIMER**

**12.1. Representations and Warranties of the Service Provider:** The Operator represents and warrants to DTTDC that:

12.1.1. It is duly organized, validly existing and in good standing under the laws of India;

12.1.2. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

12.1.3. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

12.1.4. It has the financial standing and capacity to undertake the Project;

12.1.5. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

**13. MISCELLANEOUS**

**13.1. Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of India. The Courts at Delhi shall have sole and exclusive jurisdiction over all matters arising out of or relating to this Agreement.

**13.2. Language:** All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**13.3. Amendments:** This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by both parties.

**13.4. Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto with respect to all contained hereinabove and all the clauses/conditions of the E-Auction document as per ANNEXURE II shall be binding on both the PARTIES.

**13.5. Survival:** Termination of this Agreement:

13.6.1. Shall not relieve the Operator or DTTDC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and

13.6.2. Except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party, prior to the effectiveness of such Termination or arising out of such Termination

**13.7. Counterparts:** This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

**13.8** Use of Hall Building shall mean the measured area of Hall building. The use of open space surrounding the Hall building would not be permitted.

**13.9** The allotment is made on license basis and the licensed premises including the building constructed thereupon will be a public premises within in the meaning of

public premises (Eviction of Unauthorized Occupants) Act, 1971 or such acts as may be in force from time to time in this behalf.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVEWRITTEN.  
SIGNED SEALED AND DELIVERED

For and on behalf of DTTDC

For and on behalf of OPERATOR

Name/ Designation  
(Signature with Seal)

Name/ Designation  
(Signature with Seal)

Witness:

1.

2.