

Delhi Tourism & Transportation Development Corporation Ltd.
(A Government Undertaking)
Food & Craft Bazar - Dilli Haat INA, Sri AurobindoMarg,
Opposite INA Market, New Delhi-110023

Website for e-auction: <https://eauction.gov.in>

Auction ID 2023_GNCT_18

Subject – E-Auction for allotment of AC Hall No.1 with Varanda and Hall No.3(ON AS IS WHERE IS BASIS) in Dilli Haat INA, New Delhi for a period of two years extendable by one more year subject to the terms and conditions of the tender document and agreement.

1. Background

Delhi Tourism & Transportation Development Corporation Ltd. a Government Undertaking is registered under the Indian Companies Act 1956 and has been running its one of the prestigious projects namely Dilli Haat INA (DHINA) at AurobindoMarg, New Delhi 110023. The Haat is spread over in an area of 6.2 acres. The facilities at Dilli Haat include 166 craft stalls, 29 food stalls, around 50 commercial stalls and multipurpose halls.

This is a joint venture of NDMC and DTTDC. The agreement between DTTDC and NDMC was lastly expired on 31.03.2021. The execution of the fresh agreement is under process.

One AC Hall Number 1 along with Varandah was constructed by DTTDC in DHINA which is located at the right side of main entry (while coming from outside to enter into DHINA) having an area of approx. 20 (W) x 47(L) Sq. ft. (Hall) and 7 (W) x 47(L) sq.ft.(Varandah).

One Hall Number 3(non AC) adjacent to the Office of DHINA. It is on the left side of the main entry (while coming from outside to enter into DHINA) having an area of approx. 14 (L) x 14 (W) & 15 (W) x 36 (L) (total 736 sq.ft.) in L shape.

DTTDC proposes to e-auction of these two exhibition halls (premises) for display cum sale of handicrafts & handloom products and related items as per the terms and conditions of the document/agreement.

The allotment & agreement of the hall is further subject to the execution of the agreement with the NDMC. In case of termination of the existing arrangements of operation of DHINA with NDMC, the agreement with the successful bidder will also be treated as terminated and no compensation or damages will be paid by DTTDC.

Disclaimer

Bidders are advised to visit the premises (Hall no.1 & Hall no.3) in Dilli Haat INA to satisfy himself/herself with regard to the area, location, size, condition, surroundings, lay out etc. before submission of bid. DTTDC and/or its representatives, employees etc. will not be held responsible incase of any deviation is found in the original structure as mentioned in this document/agreement.

2. Scope of Work

The proposed hall must be utilized for display and sale of handloom and handicraft products and related items only. In case there is any dispute regarding display and sale of any product under the category of handlooms and handicrafts or otherwise, the decision of the MD & CEO, DTTDC will be final.

3. Instructions to the bidders

E-auction of the premises at Dilli Haat INA for a period of two years extendable by one more year will start on the website of NIC <https://eauction.gov.in> as per the date & time schedule mentioned hereunder.

Date & time schedule for E- Auction

S.NO	Particulars	Date and Time Schedule
1.	Published date	27.01.2023 at 9.00 AM
2.	Request submission start date (<i>Online submission of application form, DD/RTGS for EMD and other requisite documents, as per terms & conditions</i>)	27.01.2023 at 9.00 AM
3.	Request Submission end date	17.02.2023 at 5.00 AM
4.	Approval start date	22.02.2023 at 10.00 AM
5.	Approval end date	23.02.2023 at 5.00 PM
6.	Auction start date	24.02.2023 at 10.00 AM
7.	Auction end date	24.02.2023 at 05.00 PM
8.	Auction Extended close date	24.02.2023 at 05.00 PM
9.	Letter of award	T
10.	Acceptance of award by bidder	T+3 days
11.	Submission of performance security	T+5 days
12.	Signing of agreement	T+5 days
13.	Submission of layout plan to DTTDC by the successful bidder	T+5 days
14.	Permission by DTTDC	P
15.	Time for completion of renovation/interior work	P+15
15.	Start of licence fee (Even in case of non-completion of renovation / interior within the stipulated time, the monthly licence fee would be required to be paid under any circumstances by the bidder)	P+16

Since the E-auction will be done on www.eauction.gov.in, all the bidders are required to do registration on the e-auction portal with Class-3 Digital Signature before participation.

All the terms and conditions of Dilli Haat INA for Allotment of Hall as mentioned in the bid document and agreement must be followed.

4. Bank & other details of DTTDC Ltd.

DTTDC Ltd., PUNJAB NATIONAL BANK (P.N.B);
A/C- 3978012100000010;
IFSC CODE:- PUNB0614800; PAN :AAACD0169J;
GST no.07AAACD0169J1ZS

The E-auction will be available on www.eauction.gov.in.

5. Details of the premises – As is where is basis

	Hall No.01 with Varandah	Hall No.3
Approximate Size	Hall – 940 Sq.ft Varandah – 350 sq. ft.	Hall – 736 sq. ft. L shape

6. Reserve Price

The reserve price of the hall No.1 is kept at Rs.73 lakhs (excluding GST) per annum. The reserve price of the Hall No.3 adjacent to the Office of DHINA is kept at Rs.23,52,000 (excluding GST) per annum.

The successful bidder who will quote the highest rate will be awarded the contract. The reserve price is towards annual license fee only excluding GST and other charges such as electricity etc.

7. Estimated contract value (On the basis of the reserve Price) for two years

Hall No.1 = Rs.153.30 Lakhs
Hall No. 3 = Rs.49.39 Lakhs

8. Costs of Bidding by the bidder

The bidder shall bear all costs associated with the preparation and submission of the bid. DTTDC in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

9. Eligibility of Bidders

1. **Work Experience** – Five Years’ experience in handloom and handicraft products and related items on the date of publication of the bid. Kindly specify whether the bidder is proprietor /partnership firm Company/Private/Public (PSU)/ Government Department /Corporation etc. Requirement of partnership firm the partnership deed and companies like incorporation certificate etc. must also be provided.
2. **Turnover** – Annual Average Turnover for last three years (2019-20, 2020-21 & 2021-2022) should not be less than Rs.43.80 Lakhs (Around 30% of the estimated bid value) for Hall No.1 and 15.00 lakhs.(Around 30% of the estimated bid value) for Hall No.3.
3. Bidder/ Seller should not be black listed by any Government organization.
4. Registration under applicable activity - PAN and GST
5. Valid Registration and/or Membership with the Export Promotion Councils of Ministry of Textiles, Government of India and any other Board/ Council/Department of the Government/State Governments.
6. Copies of Income Tax returns for the **assessment years** 2019-20, 2020-21 and 2021-22.

Note: The bidder has to submit necessary documentary evidence/certificate in support of above information.

10. Duration of Agreement

The agreement will be for a period of two years. The period of allotment may further be extended for another one year at the sole discretion of DTTDC on the existing terms and conditions subject to satisfactory performance of the bidder.

11. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of the bid, an EMD @ 2% of the bid value i.e. Rs 3,06,600/- (for Hall No 1) and Rs. 98,780/- (for Hall No 3)in the form of RTGS / Bank Guarantee / Demand Draft drawn in the favour of DTTDC Ltd. The hard copy of the EMD must be deposited in the office of the Dilli Haat INA at Aurbindo Marg, New Delhi 110023 latest by 17.02.2023 by 05.00 p.m. The EMD to the unsuccessful bidders will be returned/refunded without interest after award of work to the successful bidder.

In case any bidder wants to participate in bidding/e-auction for both halls, separate EMD would be required to be submitted. E-auction for both the halls will be done separately.

12. Forfeiture of EMD

The earnest money deposited by the successful bidder at the time of bidding shall be forfeited by the DTTDC in the following event:

- a) Where the bidder did not participate in the bidding process after its approval by DTTDC.
- b) Where the bidder for any reason backs out and does not accept the license agreement;
- c) where the Second Party fails to execute the agreement on Rs.100/- stamp paper within the prescribed time on receipt of the letter awarding the contract;
- d) where the Second Party fails to undertake the work from the specified date mentioned in the license agreement.

13. Performance Security

1. The successful bidder shall deposit an amount equivalent to the three months licence fee (quoted amount) + 10% (without GST) **towards performance security** in the form of DD/ Bank Guarantee/ RTGS in the name of DTTDC Ltd. The performance security will be valid for a period of two and half years.
2. In addition, the second party shall also deposit an amount equivalent to the three month license fee including GST + 10% in the form of DD/RTGS to DTTDC Ltd. **towards advance license fee** which will be adjusted against the last three months of the second year of the contract.
3. In case the agreement is extended for one more year, then the balance amount of Performance security and Advance License fee will be submitted by the second party within seven days from such extension. The validity of the performance security will also be extended accordingly.

14. License fee

The successful bidder will be required to pay a monthly license fee at the quoted rate along with GST as applicable. The License fee will be increased by 10% after every one year.

15. Process of Selection of Successful bidder.

The successful bidder will be selected on the basis of the highest bid quoted by the bidder.

16. Technical Evaluation

It will be done on the basis of the eligibility criteria mentioned above. The Bidder would be required to submit/upload a Bidder Form (duly filled in) along with the required documents.

17. Certificates / Documents

The bidder would be required to upload required documents / information as per the eligibility criteria and mentioned in the Bidder Form.

18. Pre-Bid Meeting

A pre bid meeting will be held in Dilli Haat INA on 07.02.2023 at 12.30 PM where the bidders can seek clarifications in writing. The reply to the queries will appear on the DTTDC's website **www.delhitourism.gov.in**

19. Bidder Form

The Bidders are required to upload the bidder form duly filled in along with the required documents. In the event of Un-filled or in-complete bidder form and non-submission of document may result into rejection during technical evaluation. The Bidder Form is as per **Annexure A**.

20. Acceptance of bid

The acceptance of the e auction will rest with the competent authority of the corporation which does not bind itself to accept any e auction and reserves to itself the right to reject / accept all or any of the e auctions without assigning any reason whatsoever.

21. Other Terms & Conditions

- (1) The rates quoted will be only towards the annual licence fee and exclusive of GST and other charges
- (2) The Corporation will not be responsible for any damage to the material on account of fire, accident or otherwise.
- (3) The DTTDC reserves the right to reject or accept any tender / bid without assigning any reason whatsoever.
- (4) The bidder shall keep the DTTDC indemnified and harmless against all claims dues payments fines, penalties, compensations, loss etc.

- (5) That in case of any unforeseen circumstances, DTTDC may suspend / terminate the contract without any advance notice and without payment of any claim/damage/compensation on this account.
- (6) The bidder shall be responsible for compliance of all statutory requirements and fulfilment of all the legal obligations in respect of the said contract at its own cost without any claim/ reimbursement from the DTTDC.
- (7) That the bidder must follow all the guidelines and conditions issued by the local bodies/ state government / central government from time to time.
- (8) That the bidder shall abide by / comply with all the instructions of the DTTDC issued from time to time.
- (9) The labour / employees engaged by the party for the work must be paid all wages by the bidder. DTTDC will have no liability on this account.
- (10) The acceptance of the tender will rest with the Competent Authority of the Corporation/ DTTDC which does not bind itself to accept any tender and reserves the right to reject/accept all or any of the tenders / bids without assigning any reason whatsoever.

22. Agreement

The successful bidder would be required to sign the agreement within the prescribed time. A copy of the draft agreement is at **Annexure B**

23. The bidder will himself/herself be liable for any technical fault during e-auction. DTTDC will not be responsible for any such incidence and loss to the bidder.

Annexure A

**Delhi Tourism & Transportation Development Corporation Ltd.
Food & Craft Bazar - Dilli Haat INA, Sri Aurobindo Marg,
Opposite INA Market, New Delhi-110023**

BIDDER FORM

Hall No.1/ Hall No.3

(Separate Bidder Form to be used for both Halls

(Estimated Bid Value Rs 1,53,30,000 for Hall No 1 and Rs. 49,39,000 for Hall No 3)

Please attach only requisite documents/ certificate (duly certified by the Chartered Accountant with UDIN, wherever applicable and required) as proof, duly page numbered along with this BIDDER FORM.

S.No.	Particulars	Details	Proof at Page No.
1	2	3	4
1.	Names, address of Firm/ Agency, Telephone Numbers & Email Address		
2.	Earnest money deposit @ 2% (Rs 3,06,600/- for Hall No.1) (Rs 98,780/- for Hall No.3) of the estimated bid value to be paid through demand draft /RTGS in favour of DTTDC Ltd. and to be submitted in original at the above mentioned address on or before the bid end date. DD etc. must be from the Nationalized Bank or scheduled Commercial Bank.		
3.	Registration Number of the Firm / Agency		
4.	Name, Designation, Address and telephone number of Authorized person of Firm / Agency to deal with.		

S.No.	Particulars	Details	Proof at Page No.
1	2	3	4
5.	Bank Details of the Bidder		
6.	Please specify as to whether bidder is sole proprietor/ partnership firm/ Company (Private /Public /PSU)/ Government etc.. Name and address of Directors / partners should be specified. (Attach extra sheet if required)		
7.	PAN Card Number		
8.	GST Registration Number		
9.	Annual Turnover for last 03 financial years (Duly certified by the Chartered Account with UDIN No.)		
	2019-20		
	2020-21		
	2021-22		
	Total Average Annual Turnover		
10	Enclose Income Tax returns for the year 2018-19, 2019-20, 2020-21 and 2021-22		
11.	Whether bidder is a registered or having member ship of any Export Promotion Councils of Ministry of Textiles, Government of India and any other Board/ Council/ Department of the Government/ State Governments. Please specify		
12.	Address of the registered Office in Delhi.		

S.No.	Particulars	Details	Proof at Page No.
1	2	3	4
13.	Experience in numbers of Years (Necessary documentary proof issued must be attached)		

Bidder's to Note –

Bidder Form – Bidder Form must be filled by the respective bidders.

- Certificates/ documents are required to be duly certified by the Chartered Accountant with UDIN Number, wherever required.
- The bidder shall submit “Duly filled in Bidder form” along with the “relevant documents” only. “Incomplete bidder form” and form which is not “properly filled in” shall be rejected out rightly. For example, if the PAN Number is to be given then the actual PAN Number must be mentioned in “Column 3 (Details)” and if it is written in “Column 3 (Details)” **“enclosed or as per attached document”**, this may be treated as “incomplete form” and may be “rejected” out rightly.
- DTTDC may seek any additional information / document from the bidder in support of their eligibility, if required.
- Bidders are advised to submit only relevant documents as per Bidder Form. Unnecessary documents in bulk may not serve any purpose.
- Bidders are advised to visit the sites before bidding.

Undertaking by the Bidder

1. I/we hereby submit my/our offer for the above work as per the general conditions of the tender and clauses of the proposed agreement to be signed by me/us and remit the security deposit amount and will execute an agreement within the prescribed time from the date of receipt of the letter of award. I shall commence the work as per the time schedule after the award of the contract.
2. Subject to the terms & conditions of the e auction, I/we hereby submit my e auction for the contract for allotment of AC Hall number 1 and verandah / Hall No.3at DHINA for a period of two years from the date of agreement on payment to the Dilli Haat as License fee as specified.

3. In the event of my withdrawing from the e auction during its currency, I stand to forfeit the entire earnest money deposit paid by us.
4. In the event of disclosure of any irregularity in operation the hall, I agree that my contract is liable to be summarily rejected by DTTDC who shall be the sole judge and whose decision shall be final.
5. I have carefully noted down the terms and conditions of this contract and inspected the place where I have to carry out my contract.
6. I take myself all risk and responsibility for any errors and omissions that may arise from any discrepancy from misunderstanding or misconception of the terms of the said agreement.
7. I agree that it shall be lawful binding for DTTDC to terminate the contract forthwith without notice or without being liable for any loss or damage, whatsoever and to forfeit the entire security deposit amount in case the declaration is found false or any conditions of the agreement are found to be violated by me.
8. I agree to replace or repair the damages done to the structure of the premises during the period of the contract and inform the DHINA of the same.
9. I hereby certify that I have not been blacklisted by any government department, PSU, Local body etc.

[SIGNATURE OF THE Authorized signatory]

Name, Address & Stamp:

Place:

Date:

SUB LICENSE AGREEMENT
(Separate Agreement for each Hall – No. 1 and No. 3

THIS SUB-LICENSE AGREEMENT is made on this between Delhi Tourism and Transportation Development Corporation Ltd., (DTTDC) a Govt. company registered under the Companies Act, 1956 and having its registered office at 18-A, DDA SCO Complex, Defence Colony, New Delhi-110024 (Hereinafter referred to as “ First Party) which expression shall include its successors and assigns) through its Manager, Dilli Haat INA, Shri who is duly authorized to enter into the agreement of the one part.

AND

.....
..... through its, who is duly authorized to execute this agreement (hereinafter called the Second Party” which expression shall include its successors and assigns of the other part.

WHEREAS the First party has been granted a license in respect of land measuring about 6 acres on Sri Aurbindo Marg, Opp. INA Market, New Delhi by the New Delhi Municipal Council statutory body having its office at Palika Kendra, Sansad Marg, New Delhi vide License agreement dated 20/3/1992 for setting up Food and Craft Bazar (Dilli Haat) as a tourist oriented venture.

AND WHEREAS the First Party under the said License Agreement dated 20/3/1992 is authorized to grant sub-license in respect of the whole or part of the land on such terms and conditions as it may deem fit.

AND WHEREAS the agreement with NDMC has been expired on 31.3.2021 and the execution of the fresh agreement is under process.

AND WHEREAS, the first party e-auction the AC Hall No.1 (Premises) on vide BID ID NO.....

AND WHEREAS, the second Party has quoted the highest rate in the e-auction through bid id No.....

AND WHEREAS The First Party has granted a Sub-license to the Second party for running an Air conditioned Hall No.1 (Premises) located at the right side of main entry gate (while coming from outside into the Dilli Haat INA from Aurbindo Marg side) having area of Sq ft. in Dilli Haat INA w.e.f. to..... for a period of two years on a license fee of Rs..... + GST per month (extendable by 10% after one year) on mutual agreed terms and conditions **for sale of handlooms, handicrafts and other related products only.**

And WHEREAS First Party vide its letter dated has awarded the contract to the Second Party which has been accepted by the Second Party vide its letter dated.....

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

Tender Document and Agreement

1. The Tender document will also form part of this agreement.

Licence fee

2. The Second Party shall pay to the first party license fee @ Rs..... + GST per month w.e.f. The license fee will be increased by 10% after every one year from the date of signing of the agreement.
3. The Second Party shall deposit monthly sub license fee + GST before 10th day of every month. In the event of any default by the Second Party in making payment of such sub licence fee or taxes etc., the First Party shall be entitled to impose a penal interest on delayed payment which will be 18% p.a. besides right to terminate/revoke the sub license granted vide license deed.

Duration of the Agreement

4. The area is offered under sub-license agreement w.e.f. for a period of two years. The tenure of the agreement can be further extended by one more year at sole discretion of the first party on the same terms and conditions.
5. The Second Party shall be assigned the rights of exclusive use of the premises during the currency of license agreement after the Second Party enters into a written License agreement executed with the First Party/Corporation for use of the said premises

Performance Security and Advance License fee

6. The second party shall deposit an amount equivalent to the three months licence fee (quoted amount) + 10% (without GST) **towards performance security** in the form of DD/ Bank Guarantee/ RTGS in the name of DTTDC Ltd. The performance security will be valid for a period of two and half years.
7. In addition, the second party shall also deposit an amount equivalent to the three month licence fee including GST + 10% in the form of DD/RTGS to DTTDC Ltd.

towards advance license fee which will be adjusted against the last three months of the second year of the contract.

8. In case the agreement is extended for one more year, then the balance amount of Performance security and Advance License fee will be submitted by the second party within seven days from such extension. The validity of the performance security will also be extended accordingly.
9. In the event of any adjustment made by the First Party from the advance license fee and security deposit, the Second Party shall reimburse and recoup the same amount within 14 days from the date of communication of such adjustment.

Other charges and costs

10. The Second Party has to pay electricity charges on actual consumption basis to First Party on every month. For this purpose, First party will install an electric meter in the premises.
11. That a separate electricity sub-meter will be installed in the premises and the Second Party shall pay the electricity charges to the first party by 10th day of every month, as per the sub-meter reading installed in the premises and provided the deposit receipt of the same to the First Party. In case of delay in payment of charges on time, a penalty of 18% will be charged on the outstanding amount.
12. That the Second Party undertakes to pay the property tax and any other tax levied on the said premises, if any, by any statutory body during the currency of the said license agreement. The Second Party shall alone be liable to deposit the same in its entirety and shall continue to pay during the currency of this License Agreement till its expiry and /or till the Second Party vacates and hands over the vacant possession of the said premises to the First Party.
13. The Second Party shall be held responsible for the loss incurred to the First Party and damage caused to the property/premises handed over to him during the period of license agreement and the Second Party shall reimburse the cost of rectification/repairs work to the First Party.
14. Second Party shall not be entitled to claim against the administration for any loss, which the Second Party may incur on account of fire or any other cause. The Second Party shall not assign or transfer or sublet the license either on whole or in part. If found, the Second Party having assigned or subletting either in part or in full, the First Party will terminate the contract without any notice duly forfeiting the security deposit as ascertained liquidated damages and will be black listed.

Permission from the first party

15. Second Party shall not be permitted to erect or to make any structural alternations or additions whatsoever to the said premises or any part thereof without the specific prior written permission of the Corporation except minor modifications of change of flooring and false ceiling, internal wooden partitions, cabins, shelving racks, electrical equipment and other interior works of temporary nature at the cost of the Second Party. For this purpose, the Second Party shall make their own arrangements for interior works, if desired, subject to the Second Party first submitting the layout plan for interiors to the First Party for enabling the First Party to assess whether the Second Party is making any structural alterations to the said premises.

Manpower Deployment by second party

16. The Second Party shall make arrangements to issue Identity Cards to each of its employee staff for entry into the premises. The Identity Cards shall be issued by the Second Party at its own cost. Security staff shall be liable to exercise check on any of the employed staff while entering the premises, during the work and while leaving the premises.
17. The Second Party shall be responsible in case any of his employees creates unwanted situation, unwanted shouting and raises slogans against anybody within the Dilli Haat premises at any time during the currency of the contract. This act shall be considered as breach of the terms of the license agreement and shall be dealt with as per the general conditions of the contract.
18. That the Second Party shall get the character certificate after verifying the antecedents of his employees and also get the medical fitness certificate of his employees. The Second Party is responsible to regularly prepare and maintain all statutory and other relevant records in respect of all the persons employed by it at the said premises. The First Party shall have every right to examine all or any such records and seek its production for the purpose at any time
19. The Second Party shall be solely responsible for any loss or damage to the premises allotted by the First Party during natural calamities/fire/earthquake etc. the currency of the License Agreement.
20. That the Second Party will accept full and exclusively liability for wages, provident funds, bonus, medical leave and other obligations under the law now and if any imposed at later stage by Government/ local bodies for the persons engaged by it.
21. That the Second Party will keep the First Party indemnified against all losses or damage or liability arising in the context of employment of persons by it.

22. That in case of any loss or damage is caused to the First Party or its visitors or staff etc. due to negligence of the workmen of the Second Party, the Second Party shall indemnify the First Party to the extent of such loss or damage. The Second Party also indemnify the First Party against all claims, dues, payments, fines, penalties, compensations, loss, liabilities and other losses which may incur on account of non-compliance or violations of any statutory provisions by the Second Party or otherwise in respect of the persons engaged by it for the purpose of executing the contract.

Arbitration

23. In case of any dispute, any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope operation or effect of this contract or the validity or the breach thereof shall be settled by 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.

Jurisdiction

24. That it is specifically agreed between the parties that the courts of Delhi shall have the sole and exclusive jurisdiction to try and entertain cases arising out of this license agreement.

25. That the Second Party shall not employ or permit to be employed in the said premises any person or persons suffering from any contagious or infectious disease

26. Engagement of child Labour is prohibited.

Operation of the premises

27. The allotment is on as is where is basis. All the renovation and interior work, installment of lights, fans, AC etc will be responsibility of the second party.

28. The proposed hall must be utilized for display and sale of handloom and handicraft products only. In case there is any dispute regarding display and sale of an product under the category of handlooms and handicrafts or otherwise, the decision of the MD & CEO, DTTDC will be final.

29. The Second Party shall operate and maintain the exhibition hall to the entire satisfaction of the First Party. Floor and ceiling wall and ceilings of the interior as well as exterior of the premises should be cleaned regularly by the second party at its own cost. The garbage disposal will be the responsibility of the second party.

30. In addition to the above, the following should be ensured by the Second Party:-

- i. Provision of litterbins for proper garbage disposal.

- ii. The staff provided should be literate and courteous towards and assist handicapped persons and old aged users.
 - iii. Proper training to be imparted to the worker.
 - iv. Standard materials and equipment should be used.
 - v. Staff on duty should not be under influence of intoxication.
 - vi. Safety and security of visitors/users shall be ensured.
 - vii. Security and safety of the goods, stock, articles etc lying in the hall will be the responsibility of the second party.
 - viii. There shall be complete ban on smoking in DHINA which is also a No Plastic Zone and single use plastic is also totally ban. Proper indication boards to this effect should be displayed in the premises at noticeable point.
31. The second party shall ensure the insurance of their stock and premises. DTTDC will not be held liable or responsible for any loss due to any reason. All such loss will be borne by the successful bidder.
32. The Second Party shall ensure that the premises are not used for illegal activities and purpose other than for which it is allotted under the License Agreement.
33. That the replacement/installation of Air-conditioners, bulbs, tubes, lighting material, exhaust fans, all accessories in the hall would be the responsibility of the Second Party at its own cost during the currency of the License Agreement.
34. That at the time of handing over of the premises, an inventory of the various items in the Exhibition Hall would be made in the presence of both the parties. The Second Party would be responsible for the maintenance and replacement of defective items. At the time of taking over of the premises from the Second Party it would be the responsibility of the Second Party to handover the premises with the various inventory items in good working condition failing which necessary deduction would be made from the security deposit.
35. The Second Party shall provide complaint free service; they should also maintain a complaint and suggestion register at the exhibition hall which should be made available to the visitors/ users. A Notice to this effect should be displayed at the entry points to exhibition hall.
36. The Second Party shall be solely responsible for upkeep of all the assets assigning for operation and maintenance any loss and damage thereof shall be made good by him

immediately at his own cost to continue to keep the facility operational and available for use.

37. That the Second Party shall make adequate provisions of fire protection, safety fire fighting arrangements as may be prescribed by First Party. And no encroachment of any kind on the allotted space shall be permitted and such encroachment shall constitute a breach of license.
38. That the Second Party shall not underlet, sublet, assign or transfer their right and interest for sharing therein to any person/persons directly or indirectly.
39. The possession and control of the said premises shall always remain exclusively with the First Party. Nothing herein contained shall be construed as creating any right, interest, easement, tenancy or sub-tenancy in favour of the Second Party, over or upon the said premises other than the permission given to the Second Party to use the said premises.. It is the express, real and true intention of the parties hereto that this Agreement shall be a mere license and there is no intention on either part to create a tenancy of the licensed premises in favour of the Second Party and the Second Party has expressly assured and represented to the First Party that the Second Party has no intention of claiming and will not at any time claim tenancy rights in the said premises and that the Second Party will quit, vacate and hand over quiet, vacant and peaceful possession of the licensed premises on the expiration of this Agreement or its earlier determination failing which the First Party will be entitled to claim damages at two times (doubled) of monthly licence fee.
40. The Second Party shall conform with the administrative discipline set up by the First Party including the timings of DHINA.
41. The officers of the First Party or his authorized representative shall have free access at all times to the premises.
42. The Second Party shall not have any claim for any compensation in case of reduction in the sale due to any reasons.
43. The Second Party will adhere to the rules, regulations, orders, instructions, laws etc from the government, local bodies, DTTDC etc. at its own cost.

Termination of the agreement

44. That both the parties will have the right to terminate the licence agreement at any time by giving two months' notice.
45. Upon termination for any reason whatsoever, the First Party shall be deemed to have cancelled the Second Party's Licensee's access to the premises and taken sole possession and control of the said premises.

46. In the event of the termination of the contract for the reasons whatsoever including expiry of the agreement tenure, the second party will handover the peaceful vacant possession to the first party. In case of any default, first party will recovery the damages at the rate of double the amount of licence fee for the number of days of such default including interest @ 18% per annum thereon besides taking any legal action against the second party as the first party may deem fit.

Public Premises Act

47. That the allotment is made on the license basis and the premises including building constructed thereupon will be a Public Premises within the meaning of Public Premises (Eviction of Unauthorized Occupants) Act,1971 or such act as may be enforced from time to time in this behalf.

Penalty

48. The First party is entitled for levying a penalty @ 18% per annum on the outstanding amount due from the second party.

49. In case of encroachment of the area for any use whatsoever by the second party, the second party will be required to pay a penalty at double the rates of the licence fee for the area encroached upon in addition to the rights of the first party to terminate the contract.

50. **Force Majeure Clause:** No failure or omission by the Parties in the performance of any obligation of this Agreement will be deemed a breach of this Agreement or create any liability if the same will arise from any cause or causes beyond the control of the Parties, including, but not limited to, the following: acts of God; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; flood; storm; pandemic; earthquake; accident; war; rebellion; insurrection; riot; and invasion. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical maximum within 3 days and shall promptly undertake all reasonable efforts necessary to cure such force majeure circumstances.

51. All correspondences will be addressed to the MD & CEO, Delhi Tourism & Transportation Development Corporation, 18-A, DDA SCO Complex, Defence Colony, New Delhi with a copy to General Manager, DTTDC and Incharge of Dilli Haat INA.

52. **No Waiver:** No failure on the part of the First Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under the present Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under the present Agreement preclude any other or further exercise thereof or the exercise of any other right, power or

privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

53. **Severability:** Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.
54. The First Party reserves the right to vary the terms of sub-license contained in this Agreement. The First Party will notify the Second Party in writing within one month of such variation.
55. In case NDMC has not renewed the MOU/Agreement, the agreement shall automatically stand terminated and the second party shall not claim any damages from DTTDC.

In witness whereof, the parties above named have signed this agreement below on the day, month and year mentioned before in presence of the following:

For & on behalf of First Party

For & on Behalf of Second Party

Witness

Witness