

**E Auction
For
Allotment of Exhibition Hall
At
Dilli Haat, Sri Aurobindo Marg,
New Delhi-110023**



**Delhi Tourism & Transportation Development Corporation Ltd.
(A Government Undertaking)
Food & Craft Bazar - Dilli Haat, Sri Aurobindo Marg,
New Delhi-110023**



**Delhi Tourism & Transportation Development Corporation Ltd.
(A Government Undertaking)**

Food & Craft Bazar - Dilli Haat INA

E Tender for allotment of Exhibition Hall

Date of start of e-auction 15th June, 2019 at 11.00 a.m.

Closing of e-auction 17th June, 2019 at 2.00 p.m.

E-auction Live 17th June, 2019 at 2.15 p.m.

**Delhi Tourism & Transportation Development Corporation Ltd.
(A Government Undertaking)**

**Food & Craft Bazar - Dilli Haat, INA, Sri Aurobindo Marg
New Delhi- 110023**

Telephone No. 26119055, 24678817, 24670425 (F)

Delhi Tourism & Transportation Development Corporation Ltd.
A Government of NCT Delhi Undertaking

E Auction Document

Delhi Tourism & Transportation Development Corporation Ltd. A Government Undertaking is registered under the Indian Companies Act 1956 and have developed a prestigious Dilli Haat INA. The Haat spread over an area of 6.2 acres is situated on Sri Aurobindo Marg New Delhi - 110023. The facilities at Dilli Haat include 166 craft multipurpose halls with a huge developed open space for tourism related activities.

DTTDC have constructed an Exhibition Hall located at left side of main entry having area of 25.80 Sq. Meter. DTTDC now proposes to e-auction this exhibition hall to for display cum sale of handicrafts & handloom items as per the terms and conditions of the document.

Terms & conditions for allotment of Exhibition Hall at Dilli Haat INA

Name (in Block letters) _____

Address with Pin code & _____

Phone number _____

Name of the authorize person. _____

Sub: Allotment of Exhibition Hall (non AC) at Dilli Haat INA for a period of one year through e-bidding

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 with in fourteen (14) days from the receipt of the letter of award. I shall commence the work immediately on the award of the contract.
2. Subject to the terms & conditions given in the general conditions of the e auction, I/we hereby submit my e auction for the contract for allotment of Exhibition Hall at DH INA for the period of one year from the date of commencement on payment to the DH as License fee as specified.
3. In the event of my withdrawing 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 execution in 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 responsibility.
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 structure of the premises during the period of the contract and inform the DH of the same.

9. I herewith enclosed the original cash receipt for the earnest money deposit made.

10. Reserved price of Exhibition Hall (non AC) is Rs.55.00 Lakh for.

Thanking you,

Yours faithfully,

[SIGNATURE OF THE Authorized officer]

Place:

Date:

TERMS AND CONDITIONS FOR ALLOTMENT OF EXHIBITION HALL AT DILLI HAAT INA

1. Exhibition Hall (non AC) located at left side having area of 25.80 Sq Meters has been fixed as Rs.55.00 Lakh per annum.
2. The area is offered under license agreement w.e.f.1st July, 2019 to 30th June, 2020 for a period of one year.
3. The successful bidder would be required to deposit three months fixed sub licence fee as per highest bidding amount before 10th day of first calendar month of every quarter. In the event of any default being committed by the successful bidder in making payment of such sub licence fee or taxes etc, DTTDC shall be entitles to impose a penal interest on delayed payment which will be 18% p.a. besides right to terminate/revoke the sub licence granted vide licence deed.
4. The successful bidder shall be assigned the rights of exclusive use of the premises during the currency of license agreement. The successful bidder will have to enter into a written License agreement with the Corporation for use of the above said premises.
5. That if there is any property tax levied on the premises licensed to the licensee by the Statutory body in future, the same shall be liable to be paid in its entirety by Licensee alone and shall continue to pay during the currency of this License Agreement till its expiry and /or till the licensee vacates and handover the vacant possession of the licensed premises back to the Licensor.
6. Successful bidder will not be permitted for erection or to make any structural alternations or additions whatsoever to the said premises licensed to or any part thereof without the specific prior written permission of the Corporation except modifications of change of flooring and false ceiling, internal wooden partitions, cabins, shelving racks, electrical equipments and other interior works of temporary nature at their cost. For this purpose, successful bidder shall have to make their own arrangements for interior works, if desired but will submit the layout plan for interiors to the Corporation, to enable the Corporation to assess whether the successful bidder is making any structural alterations to the said premises.
7. Successful Bidder shall have to conform with the administrative discipline set up by the Corporation.
8. **Force Majeure Clause:** LICENSOR shall not be liable or responsible for the destruction or damage to the licensed premises or any part thereof by reasons of any force majeure events like act of God or irresistible force, civil disobedience, riots, terrorism or any other reason whatsoever beyond reasonable control of the Licensee.
9. The e auctioneer must quote the rates as per prescribed proforma. E bid should be accompanied with earnest money of Rs. 10.00 Lakh for Non AC (Small) hall in form of bank draft / pay order bankers cheque/RTGS drawn on any nationalized bank/ scheduled bank of Delhi. The draft should be in favour of Delhi Tourism & Transportation

Development Corporation Ltd. E auctions received without earnest money are liable to be reject summarily.

10. The earnest money will be returned to the unsuccessful e auctioneer in the due course of time. However the earnest money of the successful e auctioneer will be liable to be forfeited in the event of the following:-

In case the e bidder on awarding the contract, backs out and does not accept the contract. Failure to execute the agreement on Rs. 100/- stamp paper within 14 days of the receipt of the letter awarding the contract. Failure to undertake the work from the specified date mentioned in the contract agreement, EMD/ Security deposit shall be forfeited.

11. The earnest money of the successful bidder will be converted as security deposit which will be returned on satisfactory completion of the contract. The security deposit shall be the interest free security deposit.
12. 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.
13. All correspondences will be addressed to the MD & CEO, Delhi Tourism & Transportation, New Delhi.
14. The allottee 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 allottee at his 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.
15. The allottee shall be responsible in case any of his employees creates unwanted situation, unwanted shouting, 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 contract and shall be dealt with as per the general conditions of the contract.
16. The allottee shall be solely responsible for any loss or damage to DTTDC property while it is in his charge during the currency of the contract.
17. In case of any dispute, MD, DTTDC will have the power to appoint an Arbitrator and the decision of the Arbitrator would be final and binding on both the parties.
18. That in case of any dispute, it is specifically agreed between the parties to this contract that only the courts of Delhi shall have the jurisdiction to try such cases.
19. That the allottee shall get the character and antecedents and medical fitness verified and also regularly prepare and maintain all statutory and other relevant records in respect of all the persons employed by it for the purpose of executing the contract job and the DTTDC shall have every right to examine all or any such records and seek its production for the purpose at any time.
20. The allottee shall operate and maintain the exhibition hall to the entire satisfaction of the DTTDC, floor and ceiling wall and ceilings of the interior as well as exterior of the complex should be cleaned regularly.

In addition to the above, the following should be ensured-

- 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. There shall be complete ban on smoking in public places. The exhibition hall should be operated as a no smoking zone. Proper indication boards to this effect should be displayed in the complex at noticeable point.
21. The period of Contract Agreement for Exhibition Hall will be for one year from the date of award of the contract. After completion of the contract period, DTTDC may extend the period mutually agreed upon the terms and condition and license fee subject to the satisfactory performance of the Service Provider. This is purely under discretionary power of accepting authority.
 22. The allottee shall ensure that the premises are not used for illegal activities and purpose other than for which it is allotted under the contract.
 23. That the replacement of bulbs, tubes, lighting material exhaust fans, all accessories in the exhibition hall would be the responsibility of the allottee during the currency of the contract.
 24. That at the time of handing over of the premises an inventory of the various items in the Exhibition Hall would be made. The allottee would be responsible for their maintenance and replacement of defective items. At the time of taking over of the premises from the allottee, it would be the responsibility of the allottee to handover the premises along with the various inventory items in good working condition failing which necessary deduction would be made from the security deposit.
 25. That the allottee 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.
 26. That the allottee will keep DTTDC indemnified against all losses or damage or liability arising in the context of employment of persons by it.
 27. The allottee 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.

28. The allottee shall be solely responsible for upkeep of all the assets assigned 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.
29. That in case of any loss or damage is caused to the DTTDC or its visitors or staff etc. due to negligence of the workman of the allottee, the allottee shall indemnify DTTDC to the extent of such loss or damage. The allottee also indemnify and harmless DTTDC against all claims, dues, payments, fines, penalties, compensations, liabilities and other losses which may incur on account of non compliance or violations of any statutory provisions by the allottee or otherwise in respect of the persons engaged by it for the purpose of executing the contract.
30. That all the activities shall be carried out by the allottee as per the procedure may clarify be defined to avoid any dispute in future.
31. That the allottee shall not underlet, sublet, assign or transfer their right and interest for sharing therein to any person/ persons directly or indirectly.
32. The successful e auctioner has to submit the interest free security equivalent to three months sub licence fee and Rs.50,000.00 towards water & electricity charges.
33. The successful e auctioner & DTTDC has right to terminate the sub licence agreement at any time by giving one month's notice.
34. The water & electricity charges would be charged from the allottee on actual consumption basis. Rs.125.00 per Kl for water & Rs.10.00 per unit is being charged as on date for electricity.
35. The rental shall be charged on annual basis. During first month of every year annual rent shall be charged from the allottee.
36. That the successful bidder shall make adequate provisions of fire protection, safety fire fighting arrangements as may be prescribed by DTTDC. And no encroachment of any kind on the allotted space shall be permitted and such encroachment shall constitute a breach of license.
37. That the Successful bidder shall not employ or permit to be employed in the premises any person or persons suffering from any contagious or infectious disease
38. 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 enforce from time to time in this behalf.
39. That a separate electricity sub-meter will be installed in the premises and the successful bidder shall pay the electricity charges to the concerned authority as per the sub-meter reading installed in the premises and provided the deposit receipt of the same to DTTDC.
40. The possession and control of the licensed premises shall always remain exclusively with the DTTDC. Nothing herein contained shall be construed as creating any right, interest, easement, tenancy or sub-tenancy in favour of the allottee in, over or upon the licensed premises other than the permission given to the Licensee to use the licensed 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 Licensee and the

Licensee has expressly assured and represented to the Licensor that the Licensee has no intention of claiming and will not at any time claim tenancy rights in the licensed premises and that the Licensee 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 DTTDC will be entitled to claim damages at two times (doubled) of monthly sub licence fee.

41. All disputes between the parties to the license arising out of or in relation to the license, other than those for which the decision of the DTTDC or any other person is by the license expressed to be final conclusive and those dispute covered under Public Premises Act, 1971, shall after written notice by either party to the contact to the other party, be referred to sole Arbitrator appointed by the Managing Director/CEO of the license The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 The venue of the arbitration shall be the place from which the license is issued or such other place as the Arbitrator at his discretion may determine. The cost of the arbitration including administrative & arbitration fee shall be shared equally by the parties”.
42. That the monthly license fee so fixed is not negotiable in any circumstances . The said premises will be handed over to the successful bidder **as in where in basis** . In order to avoid any dispute the participants are free to visit the premises before participation in the bidding process.
43. Other Rights & Obligations of DTTDC:
44. Upon termination for any reason whatsoever, the DTTDC shall:
45. Be deemed to have cancelled the Licensee’s access to the premises and taken sole possession and control of the premises.
46. Apart from the clauses suggested above, amendments suggested in the following clause in ink may be incorporated in the bid document:

CONDITIONS:

1. Water & electricity will be provided by the Dilli Haat INA.
2. If over charged the contractor will be penalized. Sale of Sub-standard items will entitle fine/cancellation of the contract.
3. The employee attendants who is manning the exhibition hall must be in uniform with an identity card with photo issued by the contractor and countersigned by the security official.
4. Engagement of child Labour is prohibited.
5. The successful e auctioneer should deposit with the Dilli Haat INA the security deposit of Rs. 50,000/-, advance for electrical energy charges in addition to the monthly payment of water and electrical charges.
6. The Earnest Money deposit and the aforesaid deposits carry no interest on them and will be returned to the licensees, six months after the expiry of the termination of the contract.

7. In the event of any adjustment made by the DH INA from the advance license fee, the licensee's shall re-imburse and recoup the same amount within 14 days from the date of communication of such adjustment.
8. The licensee shall not be granted any free pass or season ticket in connection with said work.
9. The officers of the DH or his authorized representative shall have free access at all times of the said premises.
10. E auctions containing erasures or alterations without proper attestation are liable to be rejected. The amount of the e auction should be legibly written in ink in figures and in words.
11. In the event of the successful e auctioneer failing to remit the advance license fee and also to execute an agreement in the prescribed form and take up the work within fourteen (14) days from the award of the work, the Earnest Money Deposit and the security deposit covered by the guarantee bond will be forfeited by the DH as ascertained liquidated damages.
12. The licensee shall not have any claim for any compensation in case of reduction in the sale due to any reasons.
13. The licensee shall be held responsible for the loss incurred by the DH and damages caused to the property/premises handed over to him during the period of contract and he shall re-imbrues the cost of rectification/repairs work to the DH.
14. Licensee shall not be entitled to claim against the administration for any loss, which the licensee may incur on account of fire or any other cause. The successful e auctioneer shall not assign or transfer or sublet the license either on whole or in part. If found, the license has assigned or sublet either in part or in full, the DH will terminate the contract without any notice duly forfeiting the security deposit as ascertained liquidated damages and will be black listed.
15. If single e auction/bid is received, it would be discretion of the committee to consider.

Certified that I have gone through the parawise contents of the e auction form and accept the terms and conditions and specifications mentioned in the e auction document.

Signature

Name in Block letter

Designation

Name of the firm.....

DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LIMITED**FINANCIAL BID**

Name of the work:- Allotment of Exhibition Hall at Dilli Haat INA.

S. No	Description	Name of Exh. Hall	Total amount 12 months	Rs.
1.	Amount of sub licence fee exclusive Goods & Service Tax, Water & Electricity Charges for allotment of Exhibition Hall			

Note;- Please fill the sub licence fee in words as well as in numbers

Signature

Name (Block Letters)

Designation.....

Dated:-

Name of the Firm.....