

**Tender for Annual Contract
for Running of Three Shops for
Food Kiosks/ Book Shop/ Flower Shop/ Souvenir Shop**

at

Dilli Haat Pitam Pura

Near TV Tower, Pitam Pura, New Delhi - 110034



DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LTD.

(A GOVERNMENT UNDERTAKING)

18-A, D.D.A. SHOPPING CUM OFFICE COMPLEX, DEFENCE COLONY,

NEW DELHI 110024.

TEL: 24698431, 24622364, 24655596, 24647005

Delhi Tourism & Tpt. Dev. Corporation Ltd.
(A Government Undertaking)
Information & Instructions for Bidders for E-Tendering
(Application for inviting open bids)

NIT No 2020_DTTDC_188139

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

I) EMD

Name & location of work	EMD
Running Three kiosks area for Beverages, snacks/ food items, food kiosk, Book Shop, Flower /Garden Shop, Souvenir Shop at Dilli Haat Pitam Pura, Near TV Tower, New Delhi-110034	Rs.25,000.00 for each Food Kiosks

II) Minimum Bid Price (Per Annum)

Minimum Reserve Price for Food Kiosk/Shop No 1	Rs. 2,35,000/-
Minimum Reserve Price for Food Kiosk/Shop No 2	Rs. 1,41,000/-
Minimum Reserve Price for Food Kiosk/Shop No 3	Rs. 1,70,000/-

Terms of release of RFP document through E-procurement solution:

1. The intending bidder must read the terms and conditions of the RFP carefully. He should only submit his bid if he considers himself eligible and he is in the possession of all the required documents.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The RFP consisting set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **<https://govtprocurement.delhi.gov.in>**.
4. Bidders not registered on the website mentioned above are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
5. The bidder must have valid class-III digital signature to submit the bid. Such digital signature must be issued in the name of bidder or its authorized signatory.
6. Bidder can upload documents in the form of JPG format and PDF format.
7. The bidder should quote his offer in the column meant for quoting rate in figures.

8. All the scanned documents as mentioned below must be signed by the bidder to be uploaded within the period of tender submission:
 - I. EMD 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 Number
 - III. Income Tax Returns and Audited /C.A. certified Balance Sheet for the period of last 3 years (three) years (2016-17, 2017-18 & 2018-19) .
 - IV. Letter Comprising the Bid in the prescribed format (Annexure–II) along with Annexes and supporting Documents;
 - V. GST Registration Certificate.
 - VI. Documentary evidence of 3 years experience of running eligible projects.
 - VII. Signed copy (each page) of tender document by bidder. In case of firm/company, all partners/directors shall sign the bid.
10. **EMD of Rs.25000/- for each** kiosk/shop shall be deposited in the form of Bank Draft / Demand Draft in favor of **Delhi Tourism & Transportation Development Corporation Ltd.**, refundable not later than 180 days from the bid due date or from the date of execution of the agreement with the successful bidder, whichever is later, except in case of the successful bidder. DTTDC reserves the right to reject any or all the tenders without assigning any reason, whatsoever. No EMD accepted other than Bank Draft

Further details can be seen at <https://govtprocurement.delhi.gov.in>

Delhi Tourism & Transportation Development Corporation Limited.
(A Government Undertaking)
18-A, DDA, SCO COMPLEX, DEFENCE COLONY, NEW DELHI-110024

e-PROCUREMENT TENDER NOTICE

E-Tendering is invited for running Three Shops in Non Ticketed Area for **food kiosk/ Book Shop/ Flower, Garden Shop/ Souvenir Shop, Beverages** etc at **Dilli Haat Pitam Pura**, New Delhi-110034. A copy of the layout plan is enclosed at Annexure-1. The measurement and other details in respect of the shops are given as under:

Shop no.	Size of shop (in mtrs)	Area of shop (in sq. mtrs)	Permitted open front area (in mtrs)	Minimum Reserve Price (Per Annum)	EMD (in Rs.)
1	7.32x 4.95	36.23	Upto 3 mtrs.	Rs.2.35 Lakh	25,000/-
2	5.18x 4.19	21.70	Upto 3 mtrs.	Rs.1.41 Lakh	25,000/-
3	5.18x 5.03	26.05	Upto 3 mtrs.	Rs.1.70 Lakh	25,000/-

Terms & Conditions for shops:

1. Open area in front of three shops shall be used only for sitting arrangement of visitors by respective agencies and cannot be barricaded or covered (temporary or Permanent) in any case. No cooking or display of any item is allowed in open area.
2. No structural changes are allowed. Interiors of the Hall may be done with supervision of DTTDC.

Schedule

Subject	Date & Time
Date of Publication of Tender/ uploading on website	19.02.2020
Pre Bid Meeting	21.02.2020 at 11.00am
Last Date of Receiving queries after Pre Bid	24.02.2020 at 3:00PM
Uploading of Corrigendum after incorporating suggestion if any after pre bid	04.03.2020
Last date & time for online submission of bid	13.03.2020 at 3:00 PM
Last date for submission of EMD (Bank Draft to be deposited)	13.03.2020 at 3:00 PM
Opening of Technical bid	13.03.2020 at 3:30 PM
Opening date of the Financial Bid	to be intimated later on

Remarks: Bidder shall deposit the EMD in the drop box, kept at DTTDC's Head Office, 18A, DDA SCO Complex, Defence Colony, New Delhi -110024 as per schedule above along with hard copy of Technical Bid only.

Corrigendum /Addendum (if any) shall be posted on website only at <https://govtprocurement.delhi.gov.in>

The registration of tenderers with application services provider (ASP) of NIC is mandatory. For any assistance on e-tendering, interested bidders / tenderer may contact the **NIC e-Procurement Help Desk** at Vikas Bhawan-II, 6th floor, C-Wing (Near Metcafe House), Civil Lines, New Delhi -110054, Phone No. 011-23813523 (Monday to Friday, 09:30AM to 06:00PM)

Eligibility Criteria

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

The interested parties may visit the Site at Dilli Haat Pitam Pura complex on any day to become familiar with the conditions and to stock of any other information prior to the submission of bid.

1. Party must have PAN Number and GST Number.
2. Party must have three years experience of running the catering/ Hotel/ Retail business/ **Book Shop/ Flower, Garden Shop/ Souvenir Shop business** during last 03 financial years
3. Party must have license from the respective Govt. Department to run the **respective business wherever required.**
4. Party must have Rs. 25Lakh as average turnover in previous Three Financial years.
5. The bidder should not be black listed in the last three years for corrupt or fraudulent practices or any other reason by DTTDC and or any State or Central Govt. Department/ Agencies/ Ministries/ PSUs/ Large Private Co. The Bidder shall give an undertaking to this effect on Stamp Paper.
6. Scanned copy of EMD of **Rs. 25,000** in form of DD in favour of DTTDC Limited to be issued by Nationalized/ Scheduled Bank must be attached for each food kiosks separately.
7. **Party must disclose –**
 - i. Whether proprietor/ partner/ company/ agency is defaulter with DTTDC/and/or with any other Corporation of Delhi Government/ Central Government?
 - ii. Whether any show cause notice has been issued to such agency/ Corporation pertaining to any dispute and its status at the time of submitting RFP?
 - iii. Disclosure of project earlier taken by the Proprietor/ or in pool/ Corporation with DTTDC and any other related organization of the Government?
 - iv. Whether execution of the project has been fulfilled in time and unable to explain its conduct?
 - v. Whether proceeding are pending before any forum/ tribunal/ courts/ commission. If so, nature and detailed of such disputes be stated specifically.
 - vi. Duration from which dispute is pending and present status.
 - vii. Non disclosure of information and withholding of such information shall amount to disqualification in participation in the bid of tender of the DTTDC.
 - viii. As per the terms and conditions of DTTDC, the participation/approval of such tenders shall be liable to be cancelled at any stage at the sole discretion of DTTDC.

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

Terms and Conditions

The terms and conditions for running /operation of Three Kiosks at Dilli Haat Pitam Pura which will form part of the legal agreement are as under:-

1. The allotted licensed premises will only be used for the purpose of running of Kiosks/Shops for serving Beverages, Snacks & Food items, **Book Shop, Flower, Garden Shop, Souvenir Shop etc.**
2. The licensee shall not sublet, assign the licensed premises or part thereof at any stage during the license period. Violation of this clause will invite immediate cancellation of the license.
3. 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+3years (Total 12 Years.)**.
4. 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. The license fee quoted by the selected bidder would increase by **18% after every three year (First enhancement will be from Year 2023)**. The corporation reserves the right to curtail or extend the validity of contract on the same rates and terms and conditions or with some addition/ deletion/ modification at the discretion of the Managing Director & CEO, DTTDC. Any addition/ deletion/ modification or extension of contract shall be in writing.
5. In case of breach of terms and conditions set forth in the agreement, by the Licensee, the Performance guarantee and Security shall be forfeited by the DTTDC and the firm shall be blacklisted in addition to the termination of the contract.
6. DTTDC reserves its right to terminate the contract at any time during the course of contract without assigning any reason thereof. However, the licensee will have the option to terminate the agreement at three months written notice assigning reasons thereof.
7. The financial payment of monthly guaranteed license fee will be made in advance on **Quarterly basis** payable on or before 7th day of each English Calendar month.
8. Besides the financial terms mentioned earlier, the licensee at Dilli Haat Pitam Pura shall also be liable to pay all Central, State and local taxes including GST, property tax, waste management tax or any other tax, cess or levy as may become payable in accordance with various laws / rules prevalent in Delhi.
9. 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.
10. The licensee shall ensure the maintenance of hygiene conditions and will ensure that eatable items sold / served from the premises be of requisite hygienic and quality

standards and conform to the provision of the prevention of food adulteration Act. The licensee shall be solely responsible for any action/penalty imposed by relevant authorities in this regard.

11. Licensee will be solely liable for any loss and expenses due to food poisoning/contamination.
12. **The licensee will have to obtain necessary certificates/ licenses/ permits from the respective departments/ authorities of the State Government to run the food kiosk/ Book Shop/ Flower Shop/ Souvenir Shop, within 15 days from the date of award of tender. However, the FSSAI certificate does not required for book & flower shop.**
13. In case licensee does not vacate the premises after the expiry of the License period and / or earlier termination of license, a penalty of Rs.2000/- per day is imposed on the allottee.
14. DTTDC's authorized representatives shall have the right to enter and inspect the licensed premises during course of operation.
15. The licensee shall abide by all the instructions / regulations issued by the DTTDC with respect to entry and exit of the material.
16. Licensee will abide by / comply with any instructions of DTTDC, Police/ Securities Agencies/Govt. Agencies from time to time.
17. All employees of the licensee will always be in proper uniform identification badges and will carry photo identity cards while on duty.
18. DTTDC reserves the right to withdraw / temporarily suspend the specified area of the license premises due to security reasons, VIP movement, for some special event or for meeting of any other statutory obligations without any compensation.
19. It shall be the right of the DTTDC to supervise/inspect the premises allotted to successful tender through its representative / officer duly authorized by Managing Director / Chief Executive of DTTDC during operational hour. The successful tenderer will not object to the same, rather he will cooperate with such officer / representative of the DTTDC.
20. The successful bidder will also be **required to furnish Bank Guarantee** equivalent to six months license fee + all taxes 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. The Licensee shall not create contract / sub license of any description with regard to **the shops** or any part thereof, nor shall he assign or transfer the license any part thereof to any third party.

21. The licensee has a bare permission only to run Three kiosks for beverages, snacks/food items, **Book Shop, Flower, Garden Shop, Souvenir Shop etc** in the premises during license period and nothing contained in this documents shall be construed as demise in law of the said DTTDC premises or any part thereof and shall not give any legal title or interest to the licensee.
22. The successful licensee shall be allowed to use the premises only for the purpose which the premises are allotted to it and not for any other purpose whatsoever. In case premises is used for any other purpose other than the purpose indicated in this agreement license is liable to be terminated automatically and the licensee shall have to vacate premises immediately with in a period for 15 days failing which the DTTDC will have the liberty to charge rupees four times than the daily rental as damages till such time the premises vacated by the successful Tenderer.
23. The licensee or its employees will not stay back within the premises of Dilli Haat Pitam Pura after closing of the Haat.
24. The licensee will ensure that hazardous or inflammable or any intoxicated material is not stored in premises.
25. **The successful Licensee, his agent and servants shall observe, perform and comply with all the rules and regulations of the Shops and Establishment Act, Factories Act, Industrial Dispute Act, Prevention of Food Adulteration Act, Contract Labour Act, Public Premises Act, Minimum Wages Act and Municipal Laws or provision of any statutory Law as applicable to the successful Tenderer including any rules & regulations made by DTTDC or any other Government Department or local administration/ authorities and to the business which the successful Tenderer is to carry or the contract in which the said premises is licensed.**
26. The successful Licensee shall indemnify the DTTDC against any claim, damages suffered by the DTTDC by reasons of any default on the part of the Licensee or its servants / agents in the due performance of the contract and provision of any law which may be related to the purpose of this contract.
27. The DTTDC shall not be responsible in any way for any loss or damages by a means caused to the stock, property of the licensee as well as to its customers/ visitors.
28. It shall be the responsibility of the licensee to comply with the requirement of health clauses and the licensee shall at its own cost maintain the premises in a purpose of state of cleanliness and abide by such directions as may be given by the DTTDC and or such other departments as may be entrusted by the rules and regulations with the work or inspections and enforcement about the conditions of sanitation a cleanliness and hygiene. When the premises is not maintained in a reasonably clean condition by the licensee, the authorized representative of the DTTDC shall have powers to get the premises cleaned at the risk and cost of the licensee and recover liquidated damages and can also take any other action including cancellation of license.

29. The Incharge of Dilli Haat Pitam Pura or person authorized by him may issue instructions to licensee for maintaining cleanliness to ensure public health including sanitation cum prevention of infectious disease and / or preventing of nuisance of inspects rodent and other source which shall be carried out by the licensee at its own cost.
30. The licensee or its authorized agents / servants shall not without the written consent of the complex In-charge/ Manager interfere with injure, destroy or render useless any items or any material or things placed in, under or upon any land or building.
31. For all intents and purposes, Tenderer/ Licensee shall be the “Employer” within the meaning of different Labour Legislations in respect of persons engaged by the Licensee. The persons engaged/employed by the Licensee for the purposes of this Agreement, shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against DTTDC.
32. The Contractor/Licensee shall be solely responsible for the redressal of grievances /resolution of disputes relating to persons engaged by them at DTTDC under the contract. DTTDC shall, in no way responsible for settlement of such issues.
33. The licensee will be directly responsible for the administration of its employees as regard general discipline and courteous behavior.
34. The licensee will get all his workers medically examined from approved registered medical practitioner recognized by Indian Medical Counsel, to be free from communicable diseases.
35. The licensee, his agents and servants shall not abuse the water sources and draining facility in the premises so as to create a nuisance or in sanitary situation prejudicial to the public health.
36. The licensee shall employ only such servants above 18 years of age as shall have good character well behaved and skilful in their business, it shall also furnish to the corporation in writing the name, parentage, age, residence, specimen signature or thumb mark or servants whom it proposed to employ for the purpose of this contract before they are employed and corporation shall be at liberty to forbid the employment of any person whom it may consider unnecessary.
37. The licensee his agents / servants shall not damage the premises or any part thereof. In the event of any damage being caused to the property of Licensor intentionally otherwise by the licensee, his employees or invitees or customers, corporation shall been titled to repair the damage or make the requisite replacement and to call upon licensee to reimburse the cost thereof in which the licensee undertakes to pay for the same on demand.
38. In case of such breaches of terms of contract as minor offences may be clearly defined and complaints consent to the notice of the licensor from which in the opinion of the licensor this contract may not be terminated the licensor will be at discretion to recover compensation / damaged from licensee up to the limit of security deposit.

39. If because of any strike, force majeure event or lockout in the complex, licensee is unable to function or business is affected the licensor shall not be liable for any losses, which the licensee may suffer and in such an event, the licensee shall not be entitled to any deduction of the license fee payable to the DTTDC.
40. The DTTDC will not recognize any association of Traders and in case any negotiation/ bargaining is necessary with regard to the clarification of the terms and conditions of license or modifications thereto for which negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.
41. 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 be amended, shall be applicable for all matters provided in said Act.
42. It shall be the right of DTTDC to change the location of Kiosk within the premises due to renovation or any other administrative reasons for which the licensee will have no objection. Licensee will not be allowed to make alternation/ renovate the licensed premises without the specific approval of the DTTDC in writing.
43. **In the event of any default / failure / negligence or breach by the licensee in complying the terms and conditions of the license, the licensor will be at liberty to terminate the license forthwith and resume possession of the premises without payment of compensation or damage and forfeit in full or in part of security amount deposited by the licensee for due performances of the license.**
44. The DTTDC reserves the right to **accept or reject** any offer without assigning any reason whatsoever.
45. The licensee will ensure clearance of all the rubbish and the waste generated at their low outlet and ensure safe and quick disposal of all such material.
46. The Kiosk operator will have to follow the color scheme and design for hoardings / display boards as approved by the licensor.
47. DTTDC expects licensee to make prompt payment of various dues towards license fee and consumption of electricity, water, waste management fee etc. delay in payment will not be tolerated and not treated as violation of terms.
48. **There shall be a provision of penal interest on delayed payment which will be 18% per annum.**
49. The Tenderer will submit a D.D. amounting **Rs.25,000/- EMD** in favour of **Delhi Tourism & Transportation Development Corporation Ltd.** as earnest money which will be interest free. EMD of the successful bidder will be adjusted towards security deposit. However, in case successful Tenderer backs out, the earnest money/ security deposited shall be forfeited.
50. The Tenderer must be able to demonstrate the track record of the applicant in terms of experience in successful running / managing quality outlets services. The quality

of food and beverages, the type of cuisines of the items being served/ sold at the existing outlets may be **indicated** a process being used to maintain quality, also be highlighted. Also the details direct indirectly being operated by the applicants or their associates may be furnished. The required related information may also be indicated in respect of food kiosk/Book Shop/ Flower Shop/ Souvenir Shop.

51. The proposal must be able to demonstrate the applicant's financial strength and capacity operate outlet of good standards.
52. The proposal must be able to clearly outline the qualifications and experience and reflect expertise professionalism of the managerial cadre.
53. Licensee will be liable for the security of its kiosks and other items.
54. The licensee will obtain the comprehensive Insurance Policy and will provide the copy to DTTDC.
55. The licensee is required to pay the followings in addition to the monthly license fee:-
 - I. Electricity charges to be paid on Monthly basis before 10th day of every month on demand as per actual consumption against the sub meter to be installed by the licensor. **At present Rs 9.70 Per unit** is being charges. However the rates may be revised from time to time due to increase in tariff.
 - II. Any other tax/levy/cess etc. prevailing on and, as and when levied by the Govt. (i.e. all Central, State and local taxes including GST, property tax, waste management tax or any other tax, cess or levy as may become payable in accordance with various laws / rules prevalent in Delhi).
56. The Party is required to provide undertaking to DTTDC that the facts and figures provided in the tender are true and correct. At any stage, even during the operation, if it is found that false information is provided in the tender document, the agreement will stand terminated and security and performance guarantee will be forfeited.
57. Bidder not submitting any of the required documents online will be summarily rejected. Incomplete and Conditional bids will also be summarily rejected.
58. The Successful tenderer shall be responsible for compliance of all statutory requirements and fulfillment of all the legal obligations in respect of the said contract at its costs without any claim/ reimbursement from the DTTDC.
59. That DTTDC reserves the right to allot the premises to any person/persons. It may be deemed proper and to reject any or all the Bids/application without assigning any, reason.
60. That the Court of Estate officer, DTTDC only shall have the jurisdiction to entertain any application in respect of any proceedings under this contract.

61. That the licensees (s) shall make use of the premises for allotted business only and in so doing shall not cause any obstruction or encroachment whatsoever in and around the area allotted. That, the licensee shall not encroach or allow to encroaching in any manner upon any adjoining premises, corridor, pathway or any part of the area beyond the licensed area in any manner whatsoever. Any such encroachment shall be deemed to be breach of the contract; the licensor shall be entitled forthwith to determine the license without assigning any reasons and without service of any notice to the licensees and to claim damages at such rates as may be decided by the licensor which will be final and binding on the licensee.
62. That the licensee shall not do anything in or outside the licensed premises which may create nuisance or may cause annoyance to the neighbors and or to the licensor.
63. The signage's temporary or permanent are to be installed at spaces pre-defined by DTTDC. Any violation in installation of signage's with respect to its location, size or any other factor shall be termed as breach of contract. The intending licensee is free to put signage of his identity, but invariably the sign should indicate that he is a licensee and DTTDC is the owner of the premises. The display board also indicates the LOGO of DTTDC.
64. If any party submits the EMD other than the Bank Draft/ Demand Draft the same will not be accepted and bid filed by the bidder will be summarily rejected.
65. **The parties in dispute or default with DTTDC cannot be participated in the tender process.**
66. The following activities shall be strictly prohibited in the project facility :-

Gambling, Smoking and Sale/purchase of Tobacco and Liquor Products, Wedding Ceremonies, any activities that is unlawful/illegal or deemed unlawful under any Indian Act or legislation .
67. The intending licensee shall not encroach or allow encroaching in any manner upon any adjoining premises, road, corridor, pathway or footpath or any part of the area for common use in any manner whatsoever. Any such encroachment shall be deemed to be breach of this agreement making the licensee liable for cancellation. All payments made stands forfeited in case of such an event.
68. **The allotment cum demand letter will be issued to the highest tenderer after acceptance of the tender by the competent authority and he would be required to deposit the Six months license fee in advance (as a interest free Security) along with GST & other taxes as applicable in the form of Bank Guarantee within 15 days of issue of the demand letter. The amount of bank guarantee would be increased by 18% after every three years. The Security can be adjusted only against last three months license fee of the contract period, subject to no dispute of payment pending towards the tenderer.**

69. The successful tenderer shall be liable to pay the property tax to DTTDC in respect of portion allotted to him/under his occupation, as may be assessed by the Municipal Authority/demand raised by DTTDC from time to time.

Signature and Seal

Name of the Company / Firm.....

.....

Address:

.....

Date:.....

Per Month Rs.

(In Words).....

**Delhi Tourism & Transportation Corporation Development Corporation Ltd.
18-A, DDA, SCO Complex, Defence Colony, New Delhi – 110024**

TECHNICAL BID

1.	Names, Address of Firm / Agency and Telephone Numbers	
2.	Registration Number of the Firm / Agency	
3.	Name, Designation, Address and Telephone Number of Authorize person of Firm / Agency to deal with	
4.	Please specify as to whether Tenderer is sole proprietor Partnership firm, name and address and telephone no. of Directors / Partners should specified.	
5.	Average Turnover during the last three financial years i.e. 2016-17, 2017-18 and 2018-19 (please enclose copy of ITR / Balance Sheet in support).	
6.	Experience Certificate as per Clause No. 2 of eligibility criteria	
7.	Proof of experience for running of food kiosk/ Book Shop/ Flower Shop/ Souvenir Shop in the last 03 years.	
8.	Copy of PAN card issued by Income Tax Deptt.	
9.	Goods & Service Tax (GST) Number	

10.	TIN/TAN Number under Sales Tax / GST from any of the state in the National Capital Region.	
11.	Details of Bid Security deposited.	
a)	Amount (in Rs.):	
b)	DD No. (in favour of DTTDC Ltd.)	
c)	Date of issue	
d)	Name of issuing authority	
12.	Terms & Conditions duly stamped & Signed	
13.	Declaration by the bidder: This is to certify that I/We before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself / ourselves abide by them.	

Signature of the Tenderer

Name of the Tenderer.....

.....

Address:

.....

Email.....

Phone No.....

FINANCIAL BID

Prescribed Proforma for Financial Bid for Three Kiosks:-

Yearly License fee for running catering units at DHPP for Food Kiosk No. 1	In Rs. in words.....
Yearly License fee for running catering units at DHPP for Food Kiosk No. 2	In Rs. in words.....
Yearly License fee for running catering units at DHPP for Food Kiosk No. 3	In Rs. in words.....

Please Note:-

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

Signature of the Tenderer

Name of the Tenderer.....

.....

Address :

.....

Email.....

Phone No.....

Date:

SUB LICENSE AGREEMENT

This agreement is made on thisday of2020 between Delhi Tourism & Transportation Development Corporation Ltd., a Govt. Company registered under Companies Act, 1956 and having its registered office at 18A, DDA SCO Complex, Defence Colony, New Delhi 110024 (**hereinafter referred to as “First Party / DTTDC)** which expression shall include its successors and assigns) acting through its Manager, Dilli Haat, Pitam Pura Shri..... who is duly authorized to enter into this agreement of the one part.

AND

The (name of the Successful bidder) having its registered office/R/o..... acting through its (Name & Designation of the Authorized Officer), who is duly authorized to execute this agreement (hereinafter called the “**Sub-Second Party**” which expression shall include its successors and assigns) of the other party

WHEREAS:

- (A) First Party has been granted a license in respect of plot of land measuring about 7.26 acres of land at Dilli Haat, Pitam Pura, NSP Metro Station, New Delhi 110058 (“**Premises**”) by the Delhi Development Authority having its office at Vikas Sadan, INA, New Delhi vide license agreement dated **10.08.2004** for setting up a DilliHaat type project. **The said agreement is valid up to June, 2023.**
- (B) First Party under the said license agreement dated **10.08.2004** is authorized to grant sub- license in respect of the whole or a part of Premises on such terms and conditions as it may deem fit.
- (C) First Party has constructed Shops on the Premises and intends to sub- license the same to parties who are interested in running the same as permissible in this agreement under the direction and control of First Party.
- (D) Sub-Second Party has approached the First Party for the grant of the sub-license in respect of such Shop No. 1, 2 & 3 for running shop as prescribed in the tender document which the First Party has agreed to grant on the terms and conditions contained in this Agreement.
- (E) First Party has accepted the request of the Sub-Second Party for running of shops at Dilli Haat, Pitam Pura as per description mentioned in the tender document (“**Shop**”).
- (F) That the First Party agrees to give Shop No _____ at Dilli Haat, Pitam Pura measuring about _____ sq. mtr on an License fee of Rs. _____ (at the rate quoted by the successful bidder) + GST as applicable to the Second Party on sub license basis and the Sub-Second Party accepts the same, which is non refundable.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSES AS UNDER: -

70. The allotted licensed premises will only be used for the purpose of running of Kiosks/Shops for serving Beverages, Snacks & Food items, **Book Shop, Flower, Garden Shop, Souvenir Shop etc.**
71. The Sub-second party shall not sublet, assign the licensed premises or part thereof at any stage during the license period. Violation of this clause will invite immediate cancellation of the license.
72. The duration of the agreement will be **Six years** from the date of **execution** of the agreement, subject to the extension of **the agreement dt 10.8.2004** between DDA and DTTDC, which is presently up to June 2023. However, the duration of **the present agreement may be** further extended for a period of another **3+3 years (Total 12 Years.)**.
73. 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. The license fee quoted shall be increased by **18% after every three years**. The First Party reserves its right to curtail or extend the validity of contract on the same rates and terms and conditions or with some addition/ deletion/ modification at the sole discretion of the Managing Director & CEO, DTTDC. Any addition/ deletion/ modification or extension of contract shall be in writing.
74. In case of breach of terms and conditions set forth in the agreement, by the Sub-Second party, the Performance guarantee and Security shall be forfeited by the DTTDC and the firm shall be blacklisted in addition to the termination of the contract.
75. The First Party reserves its right to terminate the contract at any time during the course of contract without assigning any reason thereof. However, the **sub-Second party** will have the option to terminate the agreement at three months written notice assigning reasons thereof.
76. The financial payment of monthly guaranteed license fee will be made in advance on Quarterly basis payable on or before 7th day of each English Calendar month.
77. Besides the financial terms mentioned earlier, the **sub second party** at Dilli Haat Pitam Pura shall also be liable to pay all Central, State and local taxes including GST, property tax, waste management tax or any other tax, cess or levy as may become payable in accordance with various laws / rules prevalent in Delhi.
78. The Sub second party 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.

79. The Sub second party shall ensure the maintenance of hygiene conditions and will ensure that eatable items sold / served from the premises be of requisite hygienic and quality standards and conform to the provision of the prevention of food adulteration Act. The Sub- second party shall be solely responsible for any action/penalty imposed by relevant authorities in this regard.
80. The sub Second party will be solely responsible for any damages, loss, liability and expenses due to food poisoning/ contamination.
81. The sub second party will have to obtain necessary licenses from the respective Department of the State Government to run the food kiosk/ Book Shop/ Flower Shop/ Souvenir Shop, within 15 days from the date of award of tender. However, the FSSAI certificate does not required for book and flower shop.
82. In case sub second party does not vacate the premises after the expiry of the License period and / or earlier termination of license, a penalty of Rs.2000/- per **day shall** imposed on the allottee.
83. DTTDC's authorized representatives shall have the right to enter and inspect the licensed premises during course of operation.
84. The sub-second party shall abide by all the instructions / regulations issued by the DTTDC with respect to entry and exit of the material.
85. The sub Second party will abide by / comply with any instructions of DTTDC, Police/ Securities Agencies/Govt. Agencies from time to time.
86. All employees of the sub second party will always be in proper uniform identification badges and will carry photo identity cards while on duty.
87. DTTDC reserves the right to withdraw / temporarily suspend the specified area of the license premises due to security reasons, VIP movement, for some special event or for meeting of any other statutory obligations without any compensation.
88. It shall be the right of the DTTDC to supervise/inspect the premises allotted to sub-Second party through its representative / officer duly authorized by Managing Director / Chief Executive of DTTDC during operational hour. The sub-second party will not object to the same, rather he will cooperate with such officer / representative of the DTTDC.
89. The Sub-Second party 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 second party after every 3 years with 6 month's additional validity beyond the contract period. The amount of Bank Guarantee will be increased by 18% after every three years.

90. The Sub-Second party shall not create contract / sub license of any description with regard to **the shops** or any part thereof, nor shall he assign or transfer the license any part thereof to any third party.
91. **It is made clear that the sub second party under the present agreement has been awarded a license to run only three kiosks for beverages, snacks/food items, Book Shop, Flower, Garden Shop, Souvenir Shop etc. in the premises during license period. It is further made clear that nothing in the present agreement shall be construed as to create/ grant any right , title or interest to the second party with respect to the premises under the sub licence other than what is specifically mentioned in the agreement.**
92. The subsecond party shall be allowed to use the premises only for the purpose which the premises are allotted to it and not for any other purpose whatsoever. In case premises is used for any other purpose other than the purpose indicated in this agreement license is liable to be terminated automatically and the second party shall have to vacate premises immediately with in a period for 15 days failing which the DTTDC will have the liberty to charge rupees four times than the daily rental as damages till such time the premises vacated by the successful Tenderer.
93. The sub second party or its employees will not stay back within the premises of Dilli Haat Pitam Pura after closing of the Haat.
94. The Sub-second party will ensure that hazardous or inflammable or any intoxicated material is not stored in premises.
95. The sub Second party, 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 laws as applicable to the successful Tenderer including any rules regulations made by DTTDC or any other Government Department and or local administration/ authorities and to the business which the successful Tenderer is to carry or the contract in which the said premises is licensed.
96. The Sub Second party shall indemnify the DTTDC against any claim, damages suffered by the DTTDC by reasons of any default on the part of the Second party or its servants / agents in the due performance of the contract and provision of any law which may be related to the purpose of this contract.
97. The First Party shall not be responsible in any way for any loss or damages by a means caused to the stock, property of the second party as well as to its customers/ visitors.
98. It shall be the responsibility of the Sub-second party to comply with the requirement of health clauses and the second party shall at its own cost maintain the premises in a purpose of state of cleanliness and abide by such directions as may be given by the DTTDC and or such other departments as may be entrusted by the rules and regulations with the work or inspections and enforcement about the conditions of sanitation a cleanliness and hygiene. When the premises is not maintained in a

reasonably clean condition by the second party, the authorized representative of the DTTDC shall have powers to get the premises cleaned at the risk and cost of the Sub-second party and recover liquidated damages and can also take any other action including cancellation of license.

99. The In-charge of Dilli Haat Pitam Pura or person authorized by him may issue instructions to Sub- second party for maintaining cleanliness to ensure public health including sanitation cum prevention of infectious disease and / or preventing of nuisance of inspects rodent and other source which shall be carried out by the Sub-second party at its own cost.
100. The Sub-second party or its authorized agents / servants shall not without the written consent of the complex In-charge/ Manager interfere with injure, destroy or render useless any items or any material or things placed in, under or upon any land or building.
101. For all intents and purposes, Tenderer/ Sub-Second party shall be the “Employer” within the meaning of different Labour Legislations in respect of persons engaged by the Sub-Second party. The persons engaged/employed by the Sub-Second party for the purposes of this Agreement, shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against DTTDC.
102. The Sub-Second party shall be solely responsible for the redressal of grievances /resolution of disputes relating to persons engaged by them at DTTDC under the contract. DTTDC shall, in no way responsible for settlement of such issues.
103. The Sub-second party will be directly responsible for the administration of its employees as regard general discipline and courteous behavior.
104. The Sub-second party will get all his workers medically examined from approved registered medical practitioner recognized by Indian Medical Counsel, to be free from communicable diseases.
105. The second party, his agents and servants shall not abuse the water sources and draining facility in the premises so as to create a nuisance or in sanitary situation prejudicial to the public health.
106. The Sub- second party shall employ only such servants above 18 years of age as shall have good character well behaved and skilful in their business, it shall also furnish to the corporation in writing the name, parentage, age, residence, specimen signature or thumb mark or servants whom it proposed to employ for the purpose of this contract before they are employed and corporation shall be at liberty to forbid the employment of any person whom it may consider unnecessary.
107. The Sub- second party his agents / servants shall not damage the premises or any part thereof. In the event of any damage being caused to the property of the First Party intentionally or otherwise by the Sub-second party, his employees or invitees or customers, DTTDC shall been entitled to repair the damage or make the requisite replacement and to call upon Sub-second party to reimburse the cost thereof in which the second party undertakes to pay for the same on demand.

108. In case of such breaches of terms of contract as minor offences may be clearly defined and complaints consent to the notice of the licensor from which in the opinion of the licensor this contract may not be terminated the licensor will be at discretion to recover compensation / damaged from second party up to the limit of security deposit.
109. If because of any strike, force majeure event or lockout in the complex, Sub-second party is unable to function or business is affected the First party shall not be liable for any losses, which the Sub-second party may suffer and in such an event, the Sub-second party shall not be entitled for any deduction of the license fee payable to the DTTDC.
110. The First Party will not recognize any association of Traders and incase any negotiation/ bargaining is necessary with regard to the clarification of the terms and conditions of license or modifications thereto for which negotiations should be sought by the Sub-second party alone and no collective representation / bargaining will be entertained.
111. 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.
112. It shall be the right of DTTDC to change the location of Kiosk within the premises due to renovation or any other administrative reasons for which the second party will have no objection. Sub-Second party will not be allowed to make alternation/ renovate the licensed premises without the specific approval of the DTTDC in writing.
113. **In the event of any material or substantial default / failure / negligence or breach by the second party in complying the terms and conditions of the license, the licensor will be at liberty to terminate the license forthwith and resume possession of the premises without payment of compensation or damage and forfeit in full or in part of the security amount deposited by the second party for due performances of the license.**
114. The Sub-second party will ensure clearance of all the rubbish and the waste generated at their low outlet and ensure safe and quick disposal of all such material.
115. The Sub- second will have to follow the color scheme and design for hoardings / display boards as approved by the First Party
116. DTTDC expects second party to make prompt payment of various dues towards license fee and consumption of electricity, water etc. delay in payment will not be tolerated and not treated as violation of terms.
117. **There shall be a provision of penal interest on delayed payment which will be 18% per annum.**
118. Sub-Second party will be liable for the security of its kiosks and other items.

119. The Sub-second party will obtain the comprehensive Insurance Policy and will provide the copy to DTTDC.
120. The Sub-second party is required to pay the followings in addition to the monthly license fee:-
 - I. Electricity charges to be paid on Monthly basis before 10th day of every month on demand as per actual consumption against the sub meter to be installed by the licensor. **At present Rs 9.70 Per unit** is being charges. However the rates may be revised from time to time due to increase in tariff.
 - II. Any other tax/levy/cess etc. prevailing on and, as and when levied by the Govt. (i.e. all Central, State and local taxes including GST, property tax, waste management tax or any other tax, cess or levy as may become payable in accordance with various laws / rules prevalent in Delhi).
121. That the Court of Estate officer, DTTDC only shall have the jurisdiction to entertain any application in respect of any proceedings under this contract.
122. That the Sub- second party shall make use of the premises for allotted business only and in so doing shall not cause any obstruction or encroachment whatsoever in and around the area allotted. That, the second party shall not encroach or allow to encroaching in any manner upon any adjoining premises, corridor, pathway or any part of the area beyond the licensed area in any manner whatsoever. Any such encroachment shall be deemed to be breach of the contract; the First Party shall be entitled forthwith to determine the license without assigning any reasons and without service of any notice to the Sub-second party and to claim damages at such rates as may be decided by the First Party which will be final and binding on the Sub-second party.
123. That the Sub-second party shall not do anything in or outside the licensed premises which may create nuisance or may cause annoyance to the neighbors and or to the First Party.
124. The signage's temporary or permanent are to be installed at spaces pre-defined by DTTDC. Any violation in installation of signage's with respect to its location, size or any other factor shall be termed as breach of contract. The intending second party is free to put signage of his identity, but invariably the sign should indicate that he is a second party and DTTDC is the owner of the premises. The display board also indicates the LOGO of DTTDC.
125. The following activities shall be strictly prohibited in the project facility :-

Gambling, Smoking and Sale/purchase of Tobacco and Liquor Products, Wedding Ceremonies, any activities that is unlawful/illegal or deemed unlawful under any Indian Act or legislation .
126. The Sub-second party shall not encroach or allow encroaching in any manner upon any adjoining premises, road, corridor, pathway or footpath or any part of the area for common use in any manner whatsoever. Any such encroachment shall be

deemed to be breach of this agreement making the sub-second party liable for cancellation. All payments made stands forfeited in case of such an event.

127. DTTDC reserve its right to terminate the agreement after giving one month's notice to the sub-second party for violation of terms and conditions of the Contract, scope of work .
128. The Sub-second party shall be liable to pay the property tax to DTTDC in respect of portion allotted to him/under his occupation, as may be assessed by the Municipal Authority/demand raised by DTTDC from time to time.
129. The tender document as well as correspondence relating to the tender shall be read as part and parcel of the Agreement.

In witness whereof the parties have put their signatures on this Sub License Agreement on the day, month and year first above written.

For On behalf of
Delhi Tourism Dev. Corpn. Ltd.

For & On behalf of Second party

First Party

SecondParty