



			Residential proof, Registration Certificate of firm company GST etc. as per tender
		.pdf	A Positive net worth Certificate in each of the last 03 financial years as per tender
		.pdf	No dues certificate as per tender
		.pdf	Affidavit on Rs 100 Stamp paper for bidder firm is not black-listed or debarred as per tender
3	Finance	.pdf	Financial Bid
		.xls	Checklist

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00	<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No				

**EMD Fee Details**

<b>EMD Amount in ₹</b>	19,15,200	<b>EMD Exemption Allowed</b>	Yes
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	DTTDC Ltd.	<b>EMD Payable At</b>	New Delhi

[Click to view modification history](#)

<b>Work / Item(s)</b>					
<b>Title</b>	Award of Contract for renting out of Plot B at CBD Shahdara Grounds				
<b>Work Description</b>	As per Tender Document.				
<b>Pre Qualification Details</b>	As per tender document				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	Yes				
<b>Tender Value in ₹</b>	9,57,60,000	<b>Product Category</b>	Miscellaneous Services	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work (Days)</b>	730
<b>Location</b>	Award of Contract for renting out of Plot B at CBD	<b>Pincode</b>	110032	<b>Pre Bid Meeting Place</b>	DTTDC Head Office
<b>Pre Bid Meeting Address</b>	18A DDA SCO Complex Defence Colony New Delhi 110024	<b>Pre Bid Meeting Date</b>	17-Dec-2024 11:00 AM	<b>Bid Opening Place</b>	DTTDC, 18A, DDA, SCO Complex, Defence Colony, ND
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	10-Dec-2024 10:00 AM	<b>Bid Opening Date</b>	01-Jan-2025 03:30 PM
<b>Document Download / Sale Start Date</b>	10-Dec-2024 10:00 AM	<b>Document Download / Sale End Date</b>	01-Jan-2025 03:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	10-Dec-2024 10:00 AM	<b>Bid Submission End Date</b>	01-Jan-2025 03:00 PM

### **Tender Documents**

<b>NIT Document</b>	<b>S.No</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Tendernotice_1.pdf	Award of Contract for renting out of Plot B at CBD Shahdara Grounds for Socio Cultural Functions	374.34

  

<b>Work Item Documents</b>	<b>S.No</b>	<b>Document Type</b>	<b>Document Name</b>	<b>Description</b>	<b>Document Size (in KB)</b>
	1	Additional Documents	FB.pdf	Financial Bid	280.96
	2	Additional Documents	checklist.xls	Checklist	20.00
	3	Tender Documents	cbdtender.pdf	Tender	857.00

### **Bid Openers List**

<b>S.No</b>	<b>Bid Opener Login Id</b>	<b>Bid Opener Name</b>	<b>Certificate Name</b>
1.	kaushikajay1968@gmail.com	Ajay Kumar Kaushik	AJAY KUMAR KAUSHIK
2.	sagarsanjo@yahoo.co.in	Sanjeev Chugh	SANJEEV CHUGH
3.	vkpfreemason@yahoo.co.in	Vikrama Paul	VIKRAMA KUMAR PAUL

### **Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	NIL	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	NIL	<b>Form Based BoQ</b>	No

### **Tender Inviting Authority**

<b>Name</b>	General Manager
<b>Address</b>	18A DDA SCO Complex Defence Colony New Delhi 110024

### **Tender Creator Details**

<b>Created By</b>	Sanjeev Chugh
<b>Designation</b>	Manager
<b>Created Date</b>	09-Dec-2024 05:31 PM

**DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LTD.**

**E-Tender (.....)**

**(<https://govtprocurement.delhi.gov.in>)**

**for**

**Award of Contract for renting out of**

**Plot “B” at CBD Shahdara Grounds**

**for Socio Cultural Functions (like Marriages, Receptions, Birthdays,  
Anniversaries, Festivals, Parties etc.)**

**December 2024**

Chief Manager (Projects)

Delhi Tourism & Transportation Development Corporation Ltd.

18-A, D.D.A., SCO Complex, Defence Colony,

New Delhi-110 024.

Ph: 91-11-24647005, 24698431, 24618026

Email id :- [dttdcprojects@gmail.com](mailto:dttdcprojects@gmail.com)

## DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION

A plot of Government land measuring 15000 sq. mtrs. (approx.) at CBD Shahdara Grounds, Karkardooma, Delhi was handed over to DTTDC by the Department of Urban Development, Government of NCT Delhi. Further this plot has been divided into two separate plots (Plot 'A' & Plot 'B'), measuring 7500 sq. mtrs each. An MOU in this regard has been signed between UD Department, GNCTD and DTTDC for a period of four (04) years and extended up to **31.12.2028** for organizing socio-cultural functions like marriages, receptions, birthdays, anniversaries, festivals, parties etc. Further extension of the MoU between both parties shall be executed with the mutual consent of both parties accordingly.

Delhi Tourism & Transportation Development Corporation Limited (DTTDC) invites e-tenders through E-procurement system under two bid systems (Technical Bid and Financial Bid) for Award of a Contract for the renting out of vacant Plot 'B' measuring 7500 Sq. Mtrs. at CBD Shahdara Grounds for Socio Cultural Functions (like Marriages, Receptions, Birthdays, Anniversaries, Festivals, Parties etc.).

**It is informed that at present Plot B is being utilized by the selected operator whose existing contract is expiring on 31.12.2024. As such existing temporary structure, fixture and fittings if any, may or not be available at the time of handing over the land to selected bidder.**

## DISCLAIMER

The information, contained in this E Tender document (the “**Tender**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of DTTDC or any of their employees or advisors, is provided to Bidder(s) subject to the terms and conditions set out in this **Tender** and such other terms and conditions.

This Tender document is not an agreement and is neither an offer nor an invitation by DTTDC to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the “**Bid**” or “**Proposal**”). This Tender contains information, which are based on various assumptions and assessments arrived at by DTTDC in relation to the Project. Such assumptions, assessments and statements do not claim to contain all the information that the Bidder may require for making their offer. This Tender may not be appropriate for all persons, and it is not possible for DTTDC or its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate or adequate. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtains independent advice from appropriate sources.

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

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

DTTDC also accepts no liability of any nature whether arising from negligence or otherwise caused to the Bidder while placing reliance upon the statements contained in this Tender.

DTTDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this Tender does not imply that DTTDC is bound to select a Bidder or to appoint the Successful Bidder or Operator, as the case may be, for the Project and the DTTDC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall solely bear the costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DTTDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DTTDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## SECTION I – INFORMATION TO BIDDERS

### NOTICE INVITING E-TENDER

ESTIMATED COST FOR TWO YEARS

**-RS.9,57,60,000/-**

### INFORMATION AND INSTRUCTIONS TO BIDDERS FOR E-TENDERING

(Application for inviting open bids)

Delhi Tourism and Transportation Development Corporation Limited (“DTTDC”) invite BIDS through e-procurement system from eligible bidders for the following work:

Name & Location of work	Earnest money	Period during which Bid Security and other documents shall be submitted	Last date for bid submission	Time & date of Opening of Bid
Award of Contract for renting out of Plot ‘B’ at CBD Shahadra Grounds, Karkardooma, Delhi for socio cultural functions on annual Basis	Rs.19,15,200 Lacs (Rs. Nineteen Lacs Fifteen Thousand Two Hundred only)	10.12.2024 at 10.00 AM to 01.01.2025 upto 03.00 PM	01.01.2025 upto 03.00 PM	01.01.2025 at 03:30PM

**Date of release of Tender Document through E-procurement system :10.12.2024**

1. The intending bidder must read the terms and conditions mentioned in the Tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the required documents.
2. Information and instructions for bidders posted on the website shall form part of bid document.
3. The terms and conditions stipulated in the Tender and other necessary documents required in the Tender can be seen and downloaded from the website <https://govtprocurement.delhi.gov.in>. However, the bid can only be submitted after uploading the mandatory scanned documents mentioned at Sr. No. 11 below.
4. The EMD should be deposited as per the point number ‘3’ of GUIDELINES / PROCEDURE TO BE FOLLOWED BY BIDDERS in the tender document.
5. Bidders not already registered on the website mentioned above must get themselves registered beforehand. For registration on e-procurement website, bidders may contact e-procurement help desk at 6<sup>th</sup> Floor, C-Wing, Vikas Bhavan – II, (Near Metcalfe House), Civil Lines, Delhi-110054. Phone: 011 – 23813523 (Monday to Friday, 9.30 AM to 06.00 PM). If needed they can be imparted training on online bidding process as per details available on the website.
6. The bidder must have valid class-III digital signature to submit the bid. Such digital signature must be issued in the name of bidder or its authorized signatory.
7. On opening date, the Bidder can login and see the bid opening process.
8. Bidder can upload documents in the form of JPG format and PDF format.

9. The bidder should quote his offer in the column meant for quoting rate in figures.

## 10. Eligibility Criteria

The bidder can be a:-

- i) Proprietorship firm **or** Partnership firm under Partnership Act or Limited Liability Partnerships Act 2008, (copy of Partnership Deed)  
**Or**  
A company registered under the provisions of the Indian Companies Act 2013/ Companies, Act 1956, (copy of certificate of incorporation)
- ii) Average Annual Turnover of Rs. 2.88 Crores (Rs. Two Crores Eighty Eight Lacs Only) during the 03 Financial Years i.e. 2021-22, 2022-23 & 2023-24.
- iii) Bidder should be registered under **the** GST Act and other relevant Acts.
- iv) Bidder should have at least 03 years of **experience** in similar nature of activities.
- v) The Bidder should not be blacklisted by any Government Department and should not be defaulter with DTTDC in paying the **License** fees or any type of dues in any of the DTTDC Projects/Units.

## 11. List of Documents to be scanned and uploaded within the period of tender submission:

### Cover – I

- A. **Earnest Money Deposit:** Earnest Money deposit @2% of the **Estimated Cost of** tender (Rs. 9,57,60,000/- **being the cost of the tender for two years**) i.e. Rs.19,15,200 Lacs (Rs. Nineteen Lacs Fifteen Thousand Two Hundred only) for Plot 'B' in the form of Demand Draft issued by a nationalized / scheduled bank in **favor of DTTDC Ltd. payable at New Delhi** or online. In case of online deposition of EMD in **favor of DTTDC Ltd.** (Punjab National Bank Account number: 3978002100007876, IFSC Code: PUNB0397800). Exemptions **shall be given to** Micro and Small Enterprises as **defined in the** MSE Procurement Policy issued by **the** Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry for Department (or Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT)).
- B. **Annexure 'A':** Tender Form.
- C. Certified copy of Memorandum and Articles of Association, if the Bidder is a body corporate. If a partnership then a copy of its partnership deed;
- D. Certified copies of Bidder's duly audited Financial Statements for the preceding three years (2021-22, 2022-23 & 2023-24);
- E. Certificate from a Chartered Accountant with UDIN and signatures regarding Average Annual Turnover of Rs. 2.88 Crores (Rs. Two Crores Eighty Eight Lacs Only) during the 03 Financial Years i.e. 2021-22, 2022-23 & 2023-24.
- F. **Annexure – B:** An undertaking on the letter head that the Bidder has read the tender documents carefully and undertakes to accept the terms and conditions of the Tender document and the draft agreement / license deed (**Annexure 'C'**).
- G. PAN Card & Income Tax Return for the last three (3) years.
- H. **Residential proof,** Registration Certificate of firm/company Goods and Services Tax Registration Number Certificate and other permissions to erect tent and for doing social cultural functions.
- I. A Positive net worth Certificate in each of the **last** 03 financial years (i.e. 2021-22, 2022-23 & 2023-24), certified by a Chartered Accountant with UDIN and Signature.
- J. No dues certificate from the concerned local body / organization, in case **the** bidder is running



any other site on contract at present.

- K. Affidavit on Rs 100/- Stamp paper declaring that the bidder firm is not black-listed/debarred by any Government department/ PSUs during the last Six (6) months from the bid Submission date and the bidder firm is not a defaulter with DTTDC in paying the License fee or any type of dues in any of DTTDC projects/units.

## **Cover – II**

- A. **Annexure ‘G’** : For filling the Financial Bid.

### **12. Evaluation/Selection Criteria**

- i) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender Document.
- ii) The Financial Bids of only those Bidders will be opened whose technical bids qualify the technical evaluation.
- iii) The H-1 Bidder will be selected.

All the documents mentioned above shall be scanned and uploaded by bidders and original physical copies of the same (**Cover – I only**) shall be submitted in a sealed envelope in the office of Chief Manager (Projects), Delhi Tourism and Transportation Development Corporation Ltd., 18-A, DDA SCO Complex, Defence Colony, New Delhi - 110024 so as to reach before the Bid Due Date (Only those online tender documents, whose Bid Security is placed in the envelope are found in order, shall be opened).

DTTDC reserves the right to reject any or all the tenders without assigning any reason.

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

**Chief Manager (Projects)  
DTTDC LTD.**

## GUIDELINES / PROCEDURE TO BE FOLLOWED BY BIDDERS

1. **Submission of Bids:** The bidders who are desirous of participating in e-Tendering shall submit their financial bid in the standard format in **Annexure 'G'** prescribed in the Tender documents, displayed at <https://govtprocurement.delhi.gov.in>. The bidder shall upload scanned copies of all the relevant certificates, documents etc. on <https://govtprocurement.delhi.gov.in> in support of their price bids. The bidder shall sign on all the statements, documents and certificates uploaded by him, owning responsibility for their correctness / authenticity.
2. Submission of the entire bid document/supporting documents in the ORIGINAL physical copy before bid due date is mandatory along with electronic copies/scanned copies. **Bids submitted electronically but not physically will be summarily rejected. Similarly, bids submitted physically but not electronically will also be summarily rejected.** In case of any ambiguity in information provided in electronic copy and Physical copy of Technical Proposal, Physical copy shall prevail. However, DTTDC has full discretion to take a decision which includes rejection of bid. DTTDC can also seek clarification from bidders in connection with the documents submitted by them, if required, during the course of tendering process.
3. **Earnest Money Deposit:** Earnest Money deposit @2% of **Estimated Cost** of the tender i.e. **Rs.19,15,200 Lacs (Rs. Nineteen Lacs Fifteen Thousand Two Hundred only)** for Plot 'B' in form of Demand Draft issued by a nationalized / scheduled bank in **favor** of DTTDC Ltd. Payable at New Delhi or online. In case of online payment in **favor** of DTTDC Ltd. (Punjab National Bank Account number: 3978002100007876, IFSC Code: PUNB0397800). Exemptions shall be given to Micro and Small Enterprises as define in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry for Department (or Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).
4. **Processing of Tenders:** DTTDC will evaluate and process the tenders for the selection of bidder for Plot 'B' of CBD Shahdara Ground who are eligible as per the eligibility criteria prescribed at Sr. No.10 and have quoted the highest bid for Plot B.
5. **Financial Proposal Opening:** The Financial Proposal will be opened online by DTTDC at the specified date & time and the result will be displayed on <https://govtprocurement.delhi.gov.in> which can be seen by all bidders who have participated in the tender.
6. **Payment of Performance Security:** The successful bidder shall submit irrevocable performance security @ 10% of the value of the contract for two years. The value of contract will be worked out on the basis of the quoted amount by the H-1 bidder against the reserved price as under:-

S.No.	Particulars	Reserved Price
1.	The quoted amount for first year – license fee for first year	A
2.	10% increase after the first year	10% of A
3.	The License fee for second year	A+10% of A= B
4.	Total value for two years	A+B

**As such performance security would be 10% of A+B.** Performance Security would be deposited within one week from the date of Issue of allotment cum demand letter, failing which the EMD of the successful bidder will be forfeited. The Performance Security shall be treated as interest free Security deposit. This Security shall be **in the form of Demand Draft issued by any nationalized/scheduled bank.**

7. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in **the** tendering process at the time of opening of Bids:
  - (i) Bidders can come at the place of opening of bids (virtually) as done in the conventional tender process.
  - (ii) Bidders can see the process online.
  
8. **Signing of agreement:** After the declaration of successful bidder and award of work, an agreement/ license deed (**Annexure 'C'**) **shall** be signed as per **the** schedule prescribed in schedule of bidding process.

## INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1. The bidders should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications etc. contained in the **Tender** document very carefully, before quoting the rates.
2. The prospective bidder shall upload a Technical Proposal /Financial Proposal in the prescribed form as per **Annexure 'A' to 'G'** respectively. Proposals submitted in any other format will be liable for rejection of **the** whole bid without assigning any reason.
3. The **Tender** document consisting of terms and conditions, various formats to be uploaded and other necessary documents can be seen on website <https://govtprocurement.delhi.gov.in>. Bidders are advised to visit the project site, read all the **Tender** conditions carefully and obtain all necessary information regarding the work before quoting their rates.
4. After submission of the bid the bidder can re-submit **the** revised bid any number of times prior to the bid closure date and time as notified.
5. While submitting the revised bid, Bidder can revise the financial quote any number of times prior to the bid closure date and time as notified.
6. The Bidder shall quote his rates keeping in mind the specifications, terms & conditions and special conditions.
7. In the event of the bid submitted by a company, it must be signed by a person holding a power of attorney signed by the competent authority authorizing him to do so. Such power of attorney should be produced with the bid.
8. The bidder shall submit the Financial Proposal exclusive of all Taxes etc.
9. The Financial Bids of only those Bidders will be opened whose technical bids qualify the technical evaluation.

## Schedule of Bidding Process

DTTDC and Bidder shall endeavor to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
Date of Publishing of Tender	10.12.2024 at 10.00 AM
Pre-Bid meeting at DTTDC's Head Office at 18-A DDA SCO Complex, Defence Colony, New Delhi – 110024	17.12.2024 at 11.00 AM
Last date of receiving pre-bid queries at DTTDC's Head Office at 18-A DDA SCO Complex, Defence Colony, New Delhi – 110024 or email id: dttcprojects@gmail.com	17.12.2024 at 05:00 PM
Last date for Bid submission	01.01.2025 at 03.00 PM
Opening of Technical Proposals	01.01.2025 at 03.30 PM
Opening of Financial Proposals	To be intimated
Validity of Bids	03 Months from the date of opening of Tender
Submission of Performance Security	Within one week from the date of Issue of allotment cum demand letter
Signing of Agreement and handing over of site after submission of 03 months' advance license fee (without interest) to be adjusted against the license fee of last three months of the contract period.	Within 15 days from issue of allotment cum demand letter
Date of Commercial Operation and start date of payment of monthly license fee	With Effect From 31 <sup>st</sup> day from issue of allotment cum demand letter

**Terms & conditions of tender for the grant of Contract for renting out of Plot “B” at CBD Shahdara Grounds for marriage / Reception / Social functions.**

**1. General Conditions**

- 1.1 (a) Change in the constitution/share holding during the Agreement period will not be allowed under any circumstance.  
(b) **Consortium of firms is allowed – For details please see Annexure –‘D, E & F’**
- 1.2 An amount of **Rs.19,15,200 Lacs (Rs. Nineteen Lacs Fifteen Thousand Two Hundred only)** shall be deposited / furnished as Earnest Money Deposit (EMD) i.e. @2% of Estimated Cost of the tender for Plot ‘B’ in form of Demand Draft issued by a nationalized / scheduled bank in favor of DTTDC Ltd. Payable at New Delhi or online. In case of online in favor of DTTDC Ltd.( Punjab National Bank Account number: 3978002100007876, IFSC Code: PUNB0397800). Exemptions shall be given to Micro and Small Enterprises as define in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry for Department (or Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).
- 1.3 In case of selected bidder the performance security is required to be deposited within one week, failing which the EMD of the successful bidder will be forfeited. The said amount shall be treated as interest free Security deposit.
- 1.4 The Minimum Reserve price is @ Rs.4,56,00,000/- (Rs. Four Crore Fifty Six Lakhs only) for one year for Plot ‘B’.**
- 1.5 Average Annual Turnover of **Rs.2.88 Crores (Rs. Two Crores Eighty Eight Lacs Only)** during the 03 Financial Years i.e. **2021-22, 2022-23 & 2023-24**.
- 1.6 Audited financial statements and ITRs of preceding three years (i.e. **2021-22, 2022-23 & 2023-24**) in case of legal entity.
- 1.7 The selected Bidder is required to attach the address Proof of his place of business, Registration Certificate and GST Number with Tender Form.
- 1.8 In case the selected Bidder is running any other site on contract at present, he is required to submit no dues certificate from the concerned local body/organization along with tender form, failing which he would stand disqualified.
- 1.9 Before giving tender, the intending bidder is requested to inspect the site and satisfy himself/herself about the location, area and its business prospects. In the event if bidder fails to satisfy himself/herself about the location, area and its business prospects then DTTDC shall not be liable for costs / damages etc.**
- 1.10 The bid shall be valid for a period of 3 (three) months from the date of opening of tender.
- 1.11 The selected Bidder should indicate his Permanent Account Number (PAN). and attach a photocopy of the PAN and GST Number along with the bid.

1.12 The License fee as mentioned in the highest bid price i.e. H-1 will be payable on monthly basis along with applicable GST/taxes and other statutory dues as per Government norms from time to time.

## 2. Tendering & Submission of documents

- 2.1 The tender shall be for grant of permission for renting out the CBD Shahdara –DTTDC’s Plot “B” for socio cultural functions on a monthly license fee basis. The period of license will be commencing from the date of Commencement of operation initially for a period of two years till ..... which may further be extended on an annual basis for a maximum period of two years (Maximum till 31.12.2028) at the sole discretion of DTTDC and on the basis of the performance of operator, subject to fulfillment of the terms and conditions of the agreement. There will be enhancement of 10% in annual license fee every year after completion of first year. This enhancement in license fee will also continue for the extended period, if any.
- 2.2 The bid application is Annexed as per Annexure “A”, which is to be duly filled in, signed and stamped by the bidder.
- 2.3 The total Plot area of CBD Shahdara Ground is around 15000 sq. mtrs. and Plot B measures 7500 sq.mtrs. H-1 bidder will be selected on the basis of the highest bid quoted by bidder for plot. The division of the existing Plot B will be done by erecting barricades / temporary structure by the successful bidder, as the case may be at his / their own cost. In case of any dispute, the decision of DTTDC will be final and binding on the bidder.
- 2.4 The accepting authority of tender i.e. the MD & CEO, DTTDC may withdraw the proposed site provided DTTDC shall record a logical reason for any such actions of rejections / recall of bidders.
- 2.5 The bidder whose tender has been accepted by DTTDC shall not be permitted to withdraw his tender, failing which the Earnest Money Deposit shall be forfeited.
- 2.6 DTTDC is entitled to reject any tender without assigning any reason whatsoever and the decision of the DTTDC in this regard shall be final and binding and shall not be called into question in any proceedings. If the tender is not accepted by the DTTDC the earnest money deposited as security at the time of tender shall be refunded to the bidder without any interest.
- 2.7 The allotment cum demand letter will be issued to the highest bidder after acceptance of the tender by the competent authority of DTTDC.
- 2.8 **Performance Security**

**Payment of Performance Security:** The successful bidder shall submit irrevocable performance security @ 10% of the value of the contract for two years. The value of contract will be worked out on the basis of the quoted amount by the H-1 bidder against the reserved price as under:-

S.No.	Particulars	Reserved Price
1.	The quoted amount for first year – license fee for first year	A
2.	10% increase after the first year	10% of A
3.	The License fee for second year	A+10% of A= B
4.	Total value for two years	A+B

**As such performance security would be 10% of A+B.** Performance Security would be deposited within one week from the date of Issue of allotment cum demand letter, failing which the EMD of the successful bidder will be forfeited. The Performance Security shall be treated as interest free Security deposit. This Security shall be **in the form of Demand Draft issued by any nationalized/scheduled bank.**

2.9 In case the highest bidder fails to pay Performance Security within one week from date of issue of allotment cum demand letter, the offer shall stand cancelled and the Earnest Money shall stand forfeited.

**2.10 Advance License Fee-** In addition to Performance security successful bidder will also be required to deposit three months advance license fee within 15 days of **the** issue of allotment cum demand letter to be adjusted against the license fee of last three months of **the** contract period. No interest is payable on this advance of License fee. Three Months Advance License Fee amount will be equivalent to the quoted monthly License fee **by H-1 bidder plus 10% multiply by three months.**

2.11 In case the highest bidder fails to pay Advance **License** Fee within 15 days from date of issue of allotment cum demand letter, the offer shall stand cancelled and Performance Security shall stand forfeited.

2.12 The licensee/selected bidder would be required to execute a License Deed (**Annexure-‘C’**) on a **non-judicial** stamp paper worth Rs. 100 with the DTTDC, before taking over possession, and within 15 days of issue of allotment cum demand letter.

### 3. **Payment of License Fee**

3.1 The **Selected Bidder** would be required to make payment of **License** fee of Rs.\_\_\_\_+ GST in advance on monthly basis by the 10<sup>th</sup> day of every month w.e.f. date of Commencement of operation upon issuance of Tax Invoice by the DTTDC. The license fee shall be paid through DD/NEFT /RTGS in **favor** of DTTDC failing which interest @ 15% p.a. shall be levied from the due date till the date of deposition of License Fee. If the Selected Bidder fails to deposit a proportionate monthly license fee for three consecutive months, then the license shall stand terminated and **the** security amount shall be forfeited.

3.2 All taxes such as property tax, surcharge, cess, GST, VAT/work contract tax, labour welfare cess and any other statutory taxes, levies, duties, fees etc. as applicable from time to time or during the contract in force shall be paid by the Selected Bidder as per **the schedule** prescribed by the respective department/authority and DTTDC will not entertain any claim at any stage whatsoever in respect of the same. The Selected Bidder shall absolutely comply with all the extant laws (as applicable) of the GNCTD/Government of India.

### 4. **Tenure of the Agreement**

4.1 The period of license will be commencing from the date of Commencement of operation initially for a period of two years till ..... which may further be extended on **an** annual basis for a maximum period of two years **(Maximum till 31.12.2028)** at the sole discretion of DTTDC and on the basis of the performance of operator, subject to fulfillment of the terms and conditions of the agreement. There will be **an** enhancement of 10% in annual license fee every year after completion of first year. This enhancement in license fee will also continue for **an** extended period, if any.

### 5. **Other Conditions**

5.1 That the persons employed by the selected bidder shall at all times and for all purposes be employees



of the selected bidder who shall alone be liable and responsible for payment of all kinds of wages, salaries, remuneration and other benefits etc., to them without claim or reimbursement from the DTTDC.

5.2 No illegal/ unlawful activities will be allowed in the premises. DTTDC will be at liberty to exercise to check the licensed premises on any day to ensure that no illegal / unlawful activities are being carried out. Officers/officials of DTTDC will have free access to the site for the purpose of inspection.

- i. Selected bidder will be allowed to build only temporary structure for the events proposed.
- ii. Selected bidder will not be permitted to build any permanent structure.
- iii. Selected Bidder or Second Party cannot extract ground water by borewell pump or drilling or any other method except the method permitted by concerned government body.
- iv. Selected bidder will use the land only for the purpose stated in this bid document i.e. for social cultural functions (like marriages/Receptions, Birthdays, Anniversaries, Festivals, parties etc.) and would not be allowed to have political rallies or school gatherings or for Advertisement Hoarding/Banners/ or for any other Marketing activities.
- v. DTTDC will provide the land on “as is where is” basis. **The existing temporary structure, fixture and fittings if any, may or not be available at the time of handing over the land to selected bidder.** DTTDC will not do any construction work (permanent/Temporary) once bidder is selected. The Selected Bidder will construct the Temporary Structure, fixture and fittings as required and the cost of the construction will be borne by the Selected Bidder. DTTDC will not be responsible for such cost. The Selected Bidder will not claim any cost of the construction or depreciation value/damage from DTTDC.
- vi. Cleaning after any event would be the responsibility of Selected bidder **and the selected bidder shall not claim any costs and expenses for such cleaning from the DTTDC.**
- vii. All guidelines of GNCTD / Government of India and any other Government Authority on pollution must be followed by the Selected bidder. All the Management, Safety & Security, electricity, Parking, staffing, for any event shall be arranged and managed by the selected bidder.
- viii. Parking facility to be developed by the selected bidder with requisite permission from office of DCP (Traffic).
- ix. Fire NOC permission be obtained by the selected bidder from Delhi Fire Service.
- x. Necessary permissions from concerned agencies for any event/function shall be obtained by Selected bidder himself/herself. DTTDC will not assist or DTTDC will not be liable for any permission.
- xi. Electricity for any event shall be arranged by selected bidder it-self. DTTDC will not assist or DTTDC will not be liable for any permission or rejection.
- xii. Noise Pollution: Selected bidder will ensure to follow the NOISE POLLUTION guideline and must adhere with the timing prescribed by the competent authority.
- xiii. If any penalty is imposed due to negligence during any event, the penalty will be borne by the selected bidder and DTTDC will have no liability against any penalty.
- xiv. The Selected bidder shall make best possible efforts to make people aware about wastage of food and ostentatious behavior during social gatherings.
- xv. The Selected bidder shall ensure that the security agency so hired must be **a n** authorized agency and security guards so deployed must be verified from the Delhi Police.
- xvi. **The selected bidder shall bear the sole responsibility for ensuring compliance with all applicable guidelines, norms and statutory requirements pertaining to the socio – cultural activities covered under this tender. It shall be the bidder’s duty to adhere to the relevant laws, rules and regulations set forth by competent authorities, including but not limited to obtaining necessary permissions, ensuring public safety and meeting environmental and other applicable standards. Any deviation or non-compliance shall be entirely the liability of the selected bidder.**

5.3 That it shall be the responsibility of the selected bidder to ensure the safety of personnel deployed for work as well as payment of statutory dues to the personnel engaged by him.

- 5.4 That the allotment is made on the license basis and the licensed premises including the building constructed thereon will be public premises within the meaning of Public Premises (Eviction of Unauthorized Occupants Act, 1971) or such Acts as may be in force from time to time in this regard.
- 5.5 That the Selected Bidder shall handover the vacant and peaceful possession of the licensed premises along with all the lands, building, fixtures and fittings to DTTDC on expiry, revocation/termination of the agreement/ License deed. If the selected bidder fails to handover the peaceful possession of the demised premises on expiry or termination/revocation of the license DTTDC has right to charge damages for illegal use and occupation of the premises @1.50 times of the annual License fee amount towards damages per plot till such time the premises is vacated by the Selected bidder.
- 5.6 That DTTDC shall continue to have all rights and control over the licensed premises as its licensor. The Selected bidder shall have no right or interest in the licensed premises/ site and legal possession of the premises site shall always continue to vest with DTTDC.
- 5.7 Selected Bidder will display the DTTDC's Logo/Board and address and validity period of license on the notice board at conspicuous places at the site for information of the public.
- 5.8 The licensed premises sites shall not be used or permitted to be used for any other purpose whatsoever except for **organizing cultural /religious/ social** functions during the contract period.
- 5.9 The Selected Bidder shall not sublet or transfer the contract to any third party and shall not allow the same to be used by any other person.
- 5.10 The Selected bidder shall abide by the rules and bye-laws of the MCD and directions of Government of Delhi, and other authorities in the matter of the business and keeping the site in proper condition.
- 5.11 The Selected Bidder shall ensure to maintain cleanliness and hygienic condition at the Plot at all times on **day-to-day** basis.
- 5.12 The Selected Bidder shall ensure that all the rules and regulations relating to law & order and pollution (specifically noise pollution) are followed by the parties utilizing the ground and orders issued by Delhi Pollution Control Board & Delhi Police from time to time in this regard are followed strictly.
- 5.13 The Selected Bidder shall be responsible for ensuring that no nuisance and traffic hindrances / disturbances are created by the persons/ parties organizing the functions at the site. The Selected/Successful Bidder shall be solely responsible to the Law enforcement authorities.
- 5.14 It will be the responsibility of the Selected Bidder to ensure that cars and other vehicles are parked at the designated parking sites only. All the applicable traffic rules will be followed by the Selected/Successful Bidder in and around the site under contract.
- 5.15 The Selected Bidder shall arrange for systematic parking of vehicles and peaceful passage of marriage processions. DTTDC shall not be responsible in case of any eventuality and mishap. Any penalty / fine imposed by any agency shall be paid by selected bidder directly to the concerned authority under intimation to DTTDC.
- 5.16 The Selected Bidder will be required to have proper parking arrangements at his own cost.
- 5.17 No pucca structure of any kind will be made / constructed / erected by the second party in any part of the site during the contract period failing which necessary criminal proceedings shall be initiated. However, the tent work should be good for all-weather conditions.

- 5.18 The Selected Bidder shall ensure that best quality fire resistant tent & electrical fittings are used during any function.
- 5.19 All the necessary approvals/permissions/ License required to be obtained from different departments / authorities for organizing socio-cultural festival/ functions during the contract period shall be obtained by the Selected Bidder and DTTDC will not be responsible in case of any default caused by the Selected Bidder.
- 5.20 The Selected Bidder shall not allow organizing of closed door events/ functions in any circumstances and shall also ensure that entry cum exit gates of the tented premises/ pandals are kept sufficiently wide & remain open all the times during functions.
- 5.21 The Selected Bidder shall not object to any construction in or around the site that is considered essential by DTTDC.
- 5.22 That it is **the** liability of the Selected Bidder to pay compensation to the user for any injury/damage caused in the event of **an** accident at the time of events or otherwise in the licensed premises. DTTDC shall not **be** liable to pay any compensation to the visitor/or any person(s) for any injury/damages caused in the event of **an** accident at the time of **the** event or otherwise at the site. The Selected Bidder is solely liable for any claim/damage /loss/theft of any property of **the** user and DTTDC will not be a party to any such dispute between **the** Selected Bidder and third party.
- 5.23 That the Selected Bidder shall keep DTTDC totally indemnified against all claims, dues, payments, fines, penalties, compensations, liabilities and other losses etc. on account of non-compliance or violation of any statutory provisions or on account of accident, injury, loss or damages etc. to the life or property of the user/visitor on any account.
- 5.24 That in case MCD and/or any other local authority impose any penalty on the Selected Bidder for illegal activities, the same shall be paid by the Selected Bidder itself without any claim of reimbursement from DTTDC.
- 5.25 That in the event of any violation of the terms and conditions of the contract by the Selected Bidder, DTTDC shall have the right to cancel the agreement and the entire security amount deposited shall stand forfeited and legal action shall also be initiated against the Selected Bidder for violation of the terms and conditions of the Contract.
- 5.26 That the Selected Bidder shall ensure there is no overcrowding within the tented premises on the allotted site during any function.
- 5.27 That the Selected Bidder shall give an Undertaking to the effect that it shall not accept any bookings of the premises beyond the date of expiry of the agreement and shall handover the vacant and peaceful possession of the licensed premises alongwith the all the lands, buildings, fixtures and fittings to DTTDC on the date of expiry of the agreement.
6. **Force Majeure:** If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hospitality acts of public enemy, civil commotions sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (hereinafter referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 14 days from the date of occurrence thereof. Neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and performance under the contract shall be resumed as soon as practicable after such event has come to ~~to~~ end or ceased to exist and the decision of the

Corporation as to whether the performance of the work under the e-tender has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 30 days either party may opt to terminate the contract.

7. **Notices:** All notices with respect to this Contract shall be given by Speed Post (Department of Posts)/Registered Post or through Email to the parties or to such other person, addresses as the parties may designate in writing from time to time.

DTTDC, 18-A, DDA SCO Complex, Defence Colony, New Delhi –110024  
email :- [dttdcprojects@gmail.com](mailto:dttdcprojects@gmail.com) and [tourism@delhitourism.gov.in](mailto:tourism@delhitourism.gov.in)

Selected Bidder: [Narrate the complete postal address of the Selected Bidder /Bank Details]

- 7.1 That all the correspondence will also be addressed to the MD & CEO, DTTDC, New Delhi.
8. Subject to the terms and conditions expressly contained in this license agreement/e-tender, DTTDC shall have the right to terminate the agreement without any notice to **the** Selected Bidder for the following violations:
- If the Selected Bidder commits breach of any of the conditions of **the** tender document.
  - If the Selected Bidder is declared bankrupt or is incapacitated by law or otherwise, or is wound up, dissolved or dies.
  - If DTTDC has a reason to believe that this license agreement for the site has been transferred/sold or in any manner alienated to any third party or that the site has been sub-leased, sub-let or in any way transferred or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such space.
  - If the Selected Bidder makes any encroachment on the public land.
  - If the site is used in such a way that it obstructs the passage for the pedestrian/traffic.
  - If the site is used for any purpose other than socio cultural functions.
9. That in the event of the Selected Bidder being desirous of surrendering the licensed premises, before the expiry of the terms of license, it can do so by giving one month's notice in writing terminating its liability on the date of expiry of the said notice or on the date of handing over possession of the licensed premises whichever is later, provided the Selected Bidder before handing over the possession, clears all the dues of the sub-license fee, municipal dues, damages, charges, interest etc., if any. Clearance of dues will be **an** essential condition for acceptance of the notice of surrender. In the event of non-payment of the dues before the date of expiry of the notice period, the time taken clearing the dues will automatically be postponed the date of the notice period and period of notice in that event will expire on the date of clearance of the dues. DTTDC can also ask the operator to vacate the premises by giving one month's notice in writing.
10. **JURISDICTION** :- All the disputes and differences arising out of or in any way touching or concerning with this contract/tender shall be subject to and governed by **Laws of India**. The Courts at New Delhi shall have the exclusive jurisdiction for **the** resolution of the disputes arising out of this contract/tender.

All disputes concerning with this Contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Courts at New Delhi.

11. That in case of any dispute in interpretation of the clauses of this agreement/ tender document or otherwise, the decision of MD & CEO, DTTDC shall be final and binding on both parties.

I have read and understood the above conditions and the same are accepted by me/us.

**Signature of the bidder, or an authorized person  
on his/ her behalf**

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

**Tender form for renting out of DTTDC’s Plot ‘B’ at CBD Shahdara Grounds for marriage/Reception/Social functions.**

**Tender Form**

S. No.	Particulars	Details to be submitted by bidder(s)
1.	Name of Bidder	
2.	<b>Residential Address of the Bidder</b>	
3.	Postal address of place of business with Telephone numbers of Bidder	
4.	Name, Address, <b>email ID</b> and Telephone Number of the Proprietor/Partners in case of Proprietorship/partnership firm and Chief Executive / Directors in case of the Company	
5.	Bank Details of Firm/Company	
6.	Registration number of the Firm/Company (Enclose a scanned copy of registration certificate.	
7.	Bidder should have at least 03 years experience in similar nature of activities i.e. doing of functions/social events/events. (Attach a copy of license, work order, details of establishments and services provided)	
8.	PAN and Income Tax Clearance Certificate (Attach a copy of PAN No. & ITCC)	
9.	GST No. (Attach a copy of GST No.)	
10.	Turnover in each of last 03 Financial Years i.e. <b>2021-22, 2022-23 &amp; 2023-24</b> (enclose certificate from a CA with UDIN)	2021-22 = 2022-23 = 2023-24 =

11.	Certificate of positive Net Worth (In Rs.) in each of last three financial years i.e. <b>2021-22, 2022-23 &amp; 2023-24</b> (enclose certificate from a CA)	
12.	The EMD amount for Plot 'B' Earnest Money Deposit (EMD) of <b>Rs.19,15,200 Lacs (Rs. Nineteen Lacs Fifteen Thousand Two Hundred only)</b> to be deposited in <b>favor</b> of DTTDC Ltd. (Earnest Money deposit @2% of Reserve Price of the tender i.e. <b>Rs.19,15,200 Lacs (Rs. Nineteen Lacs Fifteen Thousand Two Hundred only)</b> in form of Demand Draft issued by a nationalized / scheduled bank in <b>favor</b> of <b>DTTDC Ltd. payable at New Delhi</b> or online. In case of online payment in <b>favor</b> of DTTDC Ltd.(Punjab National Bank Account number: 3978002100007876, IFSC Code: PUNB0397800).	<b>DD No.</b> <b>Date</b> <b>Bank Details</b> <b>Online Details</b>
13.	Affidavit (as per Sr.No.11 (L))	
14.	Undertaking as per Sr.No.11 (G)	
15.	Certificate (as per Sr.No.11 (K))	
16.	Other Documents to be attached as per Sr.no.11	

**Attach relevant documents as a proof.**

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Contact** \_\_\_\_\_

**COMPANY SEAL**

**Company** \_\_\_\_\_

**Date** \_\_\_\_\_

**Note:**

The bidder will make the bid only through **the** e-tendering system. However, a copy of the Tender Document and Bid Form in **Annexure 'A' ALONG WITH OTHER ANNEXURE (EXCEPT Annexure G)** in original (duly Signed & Stamped by the Bidder) along with the payment of EMD shall be submitted / deposited in a separate sealed envelope and put in a box kept at DTTDC's Head Office at 18-A, DDA, SCO Complex, Defence Colony, New Delhi on or before the last date/time of the Bid submission.

**On the letter head of the bidder**

The Chief Manager (Projects)  
Delhi Tourism & Transportation Development Corporation Ltd.18-A DDA SCO Complex  
Defence Colony  
New Delhi- 110024

Sir,

I / **We** the undersigned being the bidder as mentioned above, hereby apply to the DTTDC for allotment of CBD Shahdara Grounds Plot “B” in accordance with the terms and conditions of the allotment by tender. I/We have read and understood **the** terms and conditions of the tender and hereby unequivocally accept the same. I/We shall pay the license fee and furnish the required documents in the form prescribed in accordance with **the** terms and conditions of the tender. I/We have inspected the CBD Shahdara Grounds Plot “B” for which **the** tender is being submitted.

I/ **We** hereby undertake that I/we/shall not accept any bookings of the property beyond the date of expiry of the Agreement and shall peacefully vacate the CBD Shahdara Grounds Plot “B” as and when called upon by DTTDC to do so without demur.

**Signature of Bidder**  
**Or on behalf of the applicant/bidder**

(Name).....

Dated .....

Place .....



**AGREEMENT/LICENSE DEED (Draft)**

This agreement is hereby executed between **Delhi Tourism & Transportation Development Corporation 18-A, DDA, SCO, Complex Defence Colony, New Delhi- 110024** hereby known as the FIRST PARTY through Manager (Projects), DTTDC (First Party/DTTDC)

**AND**

..... through its.....

r/o..... hereby known as the SECOND PARTY.

Whereas online e-tender bids were invited vide advertisement dated \_\_\_\_\_ published in the leading newspapers for allotment of Plot 'B' measuring **7500 Sq. Mtrs.** at CBD Shahadra for the contract period as specified in this Agreement for temporary utilization for the purpose of **organizing cultural /religious/ social functions** such as fairs/festivals, exhibition, cultural events, marriages, receptions, parties, rallies etc., by way of booking as per the prescribed Terms & Conditions .

Whereas e-tender bids were opened on dated 00.00.2024 at 00.00 p.m. at **the Head Office of DTTDC.**

Whereas ..... has been declared successful on being the highest bidder in r/o Plot B at tendered amount of Rs...../- for two years and the same has been approved by the Competent Authority, i.e. MD &CEO, DTTDC.

Now, therefore, is hereby allotted Plot B measuring 7500 Sq. Mtrs. at CBD Shahadra at a tendered amount of Rs...../- for two years with the directions to abide by the Terms & Conditions of the Tender Document / Agreement?

Now this agreement is entered between the aforesaid parties as under:-

The tender document as well as the correspondence relating to the tender shall be read as part and parcel of the License Deed / Agreement and all the commitments made there will be complied with by the Second Party.

## 2 Performance Security

- 2.1 **Payment of Performance Security:** The successful bidder shall submit irrevocable performance security @ 10% of the value of the contract for two years. The value of contract will be worked out on the basis of the quoted amount by the H-1 bidder against the reserved price as under:-

S.No.	Particulars	Reserved Price
1.	The quoted amount for first year – license fee for first year	A
2.	10% increase after the first year	10% of A
3.	The License fee for second year	A+10% of A= B
4.	Total value for two years	A+B

**As such performance security would be 10% of A+B.** Performance Security would be deposited within one week from the date of Issue of allotment cum demand letter, failing which the EMD of the successful bidder will be forfeited. The Performance Security shall be treated as interest free Security deposit. This Security shall be **in the form of Demand Draft issued by any nationalized/scheduled bank.**

2.2 **Advance License fee-** In addition to Performance security successful bidder will also be required to deposit three months advance license fee within 15 days of the issue of the allotment cum demand letter to be adjusted against the license fee of last three months of the contract period. No interest is payable on this advance of License fee. Three Months Advance License Fee amount will be equivalent to the quoted monthly License fee **by H-1 bidder plus 10% multiply by three months.**

### **3 License Fee**

3.1 The Second Party would be required to make payment of License fee of Rs. + GST in advance on monthly basis by the 10<sup>th</sup> day of every month upon issuance of Tax invoice by the DTTDC. The license fee shall be paid through DD/NEFT /RTGS in favor of First party failing which **interest @ 15% p.a. shall be levied from the due date till the date of deposit.** If the Second Party fails to deposit proportionate monthly license fee for three consecutive months, then the license shall stand terminated and the security amount shall be forfeited.

3.2 All taxes such as property tax, surcharge, cess, GST, VAT/work contract tax, labour welfare cess and any other statutory taxes, levies, duties, fees etc. as applicable from time to time or during the contract in force shall be paid by the Second Party as per the schedule prescribed by the respective department/authority and DTTDC will not entertain any claim at any stage whatsoever in respect of the same. The Second Party shall absolutely comply with all the extant laws (as applicable) of the GNCTD / Government of India.

### **4 Tenure of the Agreement**

4.1 The period of license will be commencing from the date of commencement of operation initially for a period of two years till ..... which may further be extended on an annual basis for a maximum period of two years at the sole discretion of DTTDC and on the basis of the performance of operator, subject to fulfillment of the terms and conditions of the agreement. There will be an enhancement of 10% in annual license fee every year after completion of first year. This enhancement in license fee will also continue for an extended period, if any.

### **5 Other Conditions**

5.1 That the persons employed by the bidder shall at all times and for all purposes be employees of the bidder who shall alone be liable and responsible for payment of all kinds of wages, salaries, remuneration and other benefits etc., to them without claim or reimbursement from the First Party.

- 5.2 No illegal/ unlawful activities will be allowed in the premises. The First Party will be at liberty to exercise to check the licensed premises on any day to ensure that no illegal / unlawful activities are being carried out. Officers/officials of the First party will have free access to the site for the purpose of inspection.
- i. **The** Selected bidder or Second Party will be allowed to build only temporary structure for the events proposed.
  - ii. **The** Selected bidder or Second Party will not be permitted to build any permanent structure.
  - iii. Selected Bidder or Second Party cannot extract ground water by borewell pump or drilling or any other method except the method permitted by concerned government body.
  - iv. Selected bidder or Second Party will use the land only for the purpose for social cultural functions (like marriages/Receptions, Birthdays, Anniversaries, Festivals, parties etc.) and would not be allowed to have political rallies or school gatherings or for Advertisement Hoarding/Banners/ or for any other Marketing activities.
  - v. DTTDC will provide the land on “as is where is” basis. **The existing temporary structure, fixture and fittings if any, may or not be available at the time of handing over the land to selected bidder.** DTTDC will not do any construction work (permanent/Temporary) once bidder is selected. The Selected Bidder will construct the Temporary Structure, fixture and fittings as required and the cost of the construction will be borne by the Selected Bidder. DTTDC will not be responsible for such costs. The Selected Bidder will not claim any cost of the construction or depreciation value/damage from DTTDC.
  - vi. Cleaning after any event would be the responsibility of **the Selected bidder and the selected bidder shall not claim any costs and expenses for such cleaning from the DTTDC.**
  - vii. All guidelines of GNCTD / Government of India and any other Government Authority on pollution must be followed by the Selected bidder.
  - viii. All the Management, Safety & Security, electricity, Parking, staffing for during any event shall be arranged and managed by the Selected Bidder or Second Party.
  - ix. Parking facility to be developed by the Selected Bidder or Second Party with requisite permission from office of DCP (Traffic).
  - x. Fire NOC permission be obtained by the Selected Bidder or Second Party from Delhi Fire Service.
  - xi. Necessary permissions from concerned agencies for any event/function shall be obtained by Selected Bidder himself / herself or Second Party. DTTDC will not assist or DTTDC will not be liable for any permission.

- xii. Electricity for any event shall be arranged by Selected Bidder or Second Party it-self. DTTDC will not assist or DTTDC will not be liable for any permission or rejection.
  - xiii. Noise Pollution: Selected Bidder or Second Party will ensure to follow the NOISE POLLUTION guideline and must adhere with the timing prescribed by the competent authority.
  - xiv. If any penalty is imposed due to negligence during any event, the penalty will be borne by the Selected Bidder or Second Party and DTTDC will have no liability against any penalty.
  - xv. The Selected Bidder or Second Party shall make best possible efforts to make people aware about wastage of food and ostentatious behavior during social gatherings.
  - xvi. The Selected Bidder or Second Party shall ensure that the security agency so hired must be **an authorized** agency and security guards so deployed must be verified from the Delhi Police.
  - xvii. **The selected bidder shall bear the sole responsibility for ensuring compliance with all applicable guidelines, norms and statutory requirements pertaining to the socio – cultural activities covered under this tender. It shall be the bidder’s duty to adhere to the relevant laws, rules and regulations set forth by competent authorities, including but not limited to obtaining necessary permissions, ensuring public safety and meeting environmental and other applicable standards. Any deviation or non-compliance shall be entirely the liability of the selected bidder.**
- 5.3 That it shall be the responsibility of the Selected Bidder or Second Party to ensure the safety of personnel deployed for work as well as payment of statutory dues to the personnel engaged by him.
- 5.4 That the allotment is made on license basis and the licensed premises including the building constructed thereon will be public premises within the meaning of Public Premises (Eviction of Un-authorized Occupants Act, 1971) or such Acts as may be in force from time to time in this regard.
- 5.5 That the Selected Bidder/Second Party shall handover the vacant and peaceful possession of the licensed premises along with all the lands, building, fixtures and fittings to First Party / DTTDC on expiry, revocation/termination of the agreement/ License deed. If the selected bidder fails to handover the peaceful possession of the demised premises on expiry or termination/revocation of the license DTTDC has right to charge damages for illegal use and occupation of the premises @1.50 times of the annual License fee amount towards damages per plot till such time the premises is vacated by the Selected bidder/Second Party.

- 5.6 That the First party shall continue to have all rights and control over the licensed premises as its owner. The Selected Bidder or Second Party shall have no right or interest in the licensed premises/ site and legal possession of the premises site shall always continue to vest with DTTDC.
- 5.7 Selected Bidder or Second Party will display the First Party's **Logo**/Board and address and validity period of license on the notice board at conspicuous places at the site for information of the public.
- 5.8 The licensed premises sites shall not be used or permitted to be used for any other purpose whatsoever except for **organizing cultural /religious/ social functions** during the contract period.
- 5.9 The **Selected Bidder or Second Party** shall not sublet or transfer the contract to any third party and shall not allow the same to be used by any other person.
- 5.10 The Selected Bidder or Second Party shall abide by the rules and bye-laws of the MCD and directions of Government of Delhi, and other authorities in the matter of the business and keeping the site in proper condition.
- 5.11 The Selected Bidder or Second Party shall ensure to maintain cleanliness and hygienic **condition** at the Plot at all times on **day-to-day** basis.
- 5.12 The Selected Bidder or Second Party shall ensure that all the rules and regulations relating to law & order and pollution (specifically noise pollution) are followed by the parties utilizing the ground and orders issued by Delhi Pollution Control Board & Delhi Police from time to time in this regard are followed strictly.
- 5.13 The Selected Bidder or Second Party shall be responsible for ensuring that no nuisance and traffic hindrances / disturbances are created by the persons/ parties organizing the functions at the site. The second party shall be solely responsible to the Law enforcement authorities.
- 5.14 It will be the responsibility of the Selected Bidder or Second Party to ensure that cars and other vehicles are parked at the designated parking sites only. All the applicable traffic rules will be followed by the second party in and around the site under contract.
- 5.15 The Selected Bidder or Second Party shall arrange for systematic parking of vehicles and peaceful passage of marriage processions. First Party shall not be responsible in case of any eventuality and mishap. Any penalty / fine imposed by any agency shall be paid by second party directly to the concerned authority under intimation to the First Party.
- 5.16 The Selected Bidder or Second Party will be required to have proper parking arrangements at his own cost.

- 5.17 No pucca structure of any kind will be made / constructed / erected by the second party in any part of the site during the contract period failing which necessary criminal proceedings shall be initiated. However, the tent work should be grounds for all-weather conditions.
- 5.18 All the necessary approvals/permissions/ License required to be obtained from different departments / authorities for organizing socio-cultural festival/ functions during the contract period shall be obtained by the second party and First party will not be responsible in case of any default caused by the Selected Bidder or Second Party.
- 5.19 The Selected Bidder or Second Party shall ensure that best quality fire resistant tent & electrical fittings are used during any function.
- 5.20 The Selected Bidder or Second Party shall not allow organizing of **closed-door** events/ functions in any circumstances and shall also ensure that entry cum exit gates of the tented premises/ pandals are kept sufficiently wide & remain open all the times during functions.
- 5.21 The Selected Bidder or Second Party shall not object to any construction in or around the site that is considered essential by **the** First Party.
- 5.22 That it is **the** liability of the Selected Bidder or Second Party to pay compensation to the user for any injury/damage caused in the event of accident at the time of events or otherwise in the licensed premises. The First Party shall not **be** liable to pay any compensation to the visitor/or any person(s) for any injury/damages caused in the event of **an** accident at the time of **an** event or otherwise at the site. The Second party is solely liable for any claim/damage/loss/theft of any property of **the** user and the First Party will not be a party to any such dispute between **the** Second Party and third party.
- 5.23 That the Second Party shall keep the First Party totally indemnified against all claims, dues, payments, fines, penalties, compensations, liabilities and other losses etc. on account of non-compliance or violation of any statutory provisions or on account of accident, injury, loss or damages etc. to the life or property of the user/visitor on any account.
- 5.24 That in case MCD and/or any other local authority impose any penalty on the second party for illegal activities, the same shall be paid by the second party itself without any claim of reimbursement from the First Party.
- 5.25 That in the event of any violation of the terms and conditions of the contract by the Second Party, the First Party shall have the right to cancel the agreement and the entire security amount deposited shall stand forfeited and legal action shall also be initiated against the Second Party for violation of the terms and conditions of the Contract.
- 5.26 That the Selected Bidder or Second Party shall ensure there is no overcrowding within the tented premises on the allotted site during any function.

5.27 That the Selected Bidder or Second Party shall give an Undertaking to the effect that it shall not accept any bookings of the premises beyond the date of expiry of the agreement and shall handover the vacant and peaceful possession of the licensed premises **along with** the all the lands, buildings, fixtures and fittings to DTTDC on the date of expiry of the agreement.

**6 Force Majeure:** If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hospitality acts of public enemy, civil commotions sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (hereinafter referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 14 days from the date of occurrence thereof. Neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and performance under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist and the decision of the Corporation as to whether the performance of the work under the e-tender has been **so resumed** or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 30 days either party may opt to terminate the contract.

**7 Notices:** All notices with respect to this Contract shall be given by Speed Post (Department of Posts)/Registered Post or through email to the parties or to such other person, addresses as the parties may designate in writing from time to time.

DTTDC,  
18-A, DDA SCO Complex, Defence Colony,  
New Delhi –110024  
email :- [tourism@delhitourism.gov.in](mailto:tourism@delhitourism.gov.in)

Second Party:

[Narrate the complete postal address of the Second Party/Bank Details]

a. That all the correspondence will also be addressed to the MD & CEO, DTTDC, New Delhi.

**8** Subject to the terms and conditions expressly contained in this license agreement/e-tender, the First Party shall have the right to terminate the agreement without any notice to the Second Party for the following violations:

- a. If the Second Party commits breach of any of the conditions of tender document.
- b. If the Second Party is declared bankrupt or is incapacitated by law or otherwise, or is wound up, dissolved or dies.
- c. If DTTDC has a reason to believe that this license agreement for the site has been transferred / sold or in any manner alienated to any third party or that the site has been sub-leased, sub-let or in any way transferred or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such space.
- d. If the Second Party makes any encroachment on the public land.
- e. If the site is used in such a way that it obstructs the passage for the

pedestrian/traffic.

- f. If the site is used for any purpose other than socio cultural functions.
- 9 That in the event of the Second Party being desirous of surrendering the licensed premises, before the expiry of the terms of license, it can do so by giving one month notice in writing terminating its liability on the date of expiry of the said notice or on the date of handing over possession of the licensed premises whichever is later, provided the Second Party before handing over the possession, clears all the dues of the sub-license fee, municipal dues, damages, charges, interest etc., if any. Clearance of dues will be an essential condition for acceptance of the notice of surrender. In the event of non-payment of the dues before the date of expiry of the notice period, the time taken clearing the dues will automatically be postponed the date of the notice period and period of notice in that event will expire on the date of clearance of the dues. The First Party can also ask the operator to vacate the premises by giving one month's notice in writing.
- 10 **JURISDICTION :-** All the disputes and differences arising out of or in any way touching or concerning with this contract/tender shall be subject to and governed by **Laws of India**. The Courts at New Delhi shall have the exclusive jurisdiction for the resolution of the disputes arising out of this contract/tender.

10.1 All disputes concerning with this Contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Courts at New Delhi.

## 11 PARKING NORMS IN THE SHAHDARA AREA

Regarding the parking norms applicable in the Shahdara area, particularly for a marriage banquet hall, the following legal framework and local regulations may apply:

### 12 MASTER PLAN FOR DELHI 2021:

The Master Plan for Delhi 2021 (MPD 2021) governs land use and building regulations across Delhi, including Shahdara. According to MPD 2021, specific parking norms for commercial establishments, including banquet halls, are prescribed. The parking requirements are generally based on the size of the plot and the built-up area. For banquet halls and similar establishments, the following norms are generally applicable:

**13 BASEMENT PARKING:** In some zones, the basement may be used for parking purposes, subject to fire safety regulations and structural safety requirements.

**14 MINIMUM PARKING REQUIREMENTS:** Typically, for marriage banquet halls, a certain number of parking spaces must be provided per square meter of built-up area. As per the Parking Norms for Banquet Halls the parking requirements were are @3 Equivalent Car Spaces (ECS) per 100 square meters but were modified to @6 Equivalent Car Spaces (ECS) per 100 square meters as per POLICY FOR DYNAMIC PARKING NORMS FOR DELHI dated 20th September, 2021<sup>1</sup>.



**15 VALET PARKING AND OFF-SITE PARKING:** If on-site parking is insufficient, off-site parking facilities must be arranged within a reasonable distance from the venue. Valet parking services can also be employed to manage the parking demand effectively.

**16 LOCAL MUNICIPAL REGULATIONS AND ZONING LAWS:**

The East Delhi Municipal Corporation (EDMC) governs the Shahdara area and its zoning regulations, including parking provisions. As per the municipal norms:

**17 ON-SITE PARKING:** The establishment must provide on-site parking as per the norms prescribed by the municipal authority, tied to the size and type of the establishment.

**18 NO OBSTRUCTION:** Parking arrangements must not obstruct public roads or pathways and should comply with traffic regulations set forth by the municipal corporation and Delhi Traffic Police.

**19 SAFETY AND ACCESSIBILITY:** Parking areas should be designed to ensure safety, with adequate lighting, signage, and accessibility for emergency vehicles.

**20 ENVIRONMENTAL CLEARANCE:** For larger projects, environmental clearance from the Delhi Pollution Control Committee (DPCC) may be required, which could include stipulations regarding parking to reduce environmental impact.

**21** That in case of any dispute in interpretation of the clauses of this agreement/ tender document or otherwise, the decision of MD& CEO, DTTDC shall be final and binding on both the parties.

**22** In presence of the following witnesses, both the parties to this agreement/License deed have signed this Agreement / License Fee with their free will, consent and in sound mind on this day of 00.00.24

Signature of first party

Signature of second party

witnesses

## Annexure-“D”

### Delhi Tourism & Transportation Development Corporation Ltd. 18-A, DDA, SCO Complex, Defence Colony, New Delhi- 110 024

#### Consortium

1. In the case where the bidder is or proposes to be Consortium (i.e. an association of several persons, firms, or companies-hereinafter referred to as consortium),
  - a) Members should not be more than four (04).
  - b) No member should have less than 10% participation.
  - c) Members having participation between 10% and 20% shall be termed as non-substantial members.
  - d) Members having more than 20% participation shall be termed as substantial members.
  - e) The lead member must have at least 40% participation.
  - f) The lead member and various categories of members of the Consortium must be identified.
  - g) Number of non-substantial members shall not be more than one (01).
2. The Consortium and all members must satisfy all the eligibility requirements in this tender document.
3. Consortium and its members must jointly meet the qualification criteria/ eligibility criteria mentioned in the tender document. The technical/ experience qualification of all Consortium members (substantial members, Lead member and non –substantial members) shall be evaluated jointly. In other words, the experience of all members of consortium shall be evaluated on the basis of their holding percentage in the pre-bid agreement.
4. However, for financial criteria of qualification, credentials of substantial and lead members (excluding non-substantial members) shall only be considered. When a Consortium submits the bid, in that case, all members (other than non-substantial members) in the Consortium must submit their financial statements in order of the member's share in the pre-bid agreement, greatest to least. The figures of members of a Consortium (other than non-substantial members) shall be added to determine compliance with the minimum financial qualifying criteria (Turn-over). However, for a Consortium to qualify, the Lead member must meet at least 40% of those minimum criteria for an individual Bidder and other members at least 20% of the criteria. Failure to comply with this requirement shall result in the rejection of the Consortium bid.
5. The Consortium and its all members shall submit the audited balance sheet and/or banking reference along with other documents as specified in the tender document.
6. All the members shall be jointly and severally liable for the entire contract if selected.
7. The lead member of consortium must sign the tender document.
8. In case Consortium becomes H-1 bidder and letter of award is issued to said consortium / Lead Member, the said consortium will form a Special Purpose Vehicle (SPV) as per rules and regulations for temporary utilisation of Plot “B”, CBD Grounds, Shahadara for the purpose of Socio-Cultural Functions (like Marriages, Receptions, Birthdays, Anniversaries, Festivals, Parties etc.).

9. All other conditions of tender document especially with regard to start date of payment of monthly license fee will remain same in all circumstances.

In addition to above, the following may also be noted:-

**EXECUTION OF PRE-BID AGREEMENT:**

Prior to the submission of the bid, all consortium members are required to enter into a pre-bid agreement. This agreement should clearly define the roles, responsibilities, and obligations of each member within the consortium, as well as outline the decision-making process, profit-sharing arrangements, and dispute resolution mechanisms. The pre-bid agreement is a mandatory requirement and must be submitted along with the bid documents. A draft for the pre-bid agreement is attached herewith for reference at **Annexure 'F'**

**AUTHORIZATION FOR SIGNING BID DOCUMENTS:**

"The consortium members shall authorize an individual from the lead member to act on their behalf for the purpose of this tender. This authorized individual shall have the authority to sign the bid documents and all related documents, agreements, and correspondences on behalf of all consortium members. Such authorization shall be documented through a Letter of Authorization (LOA), which must be signed by all consortium members and submitted as part of the bid. A template for the LOA is attached herewith for reference at **Annexure 'E'**.

All bidders will sign this addendum and submit the same online as well as in physical mode along with other documents/ certificates.

All bidders will sign this addendum and submit the same online as well as in physical mode along with other documents/ certificates.

**Chief Manager (Projects)**

**POWER OF ATTORNEY FOR LEAD MEMBER**

**(For Consortium only)**

KNOW ALL MEN by these presents that we, \_\_\_\_\_ company incorporated under The Companies Act, 2013, having principal place of business at \_\_\_\_\_ (hereinafter referred to as “**Company**”):

**WHEREAS** the Company along with \_\_\_\_\_ a Limited a private limited company incorporated under The Companies Act, 2013 having its registered address at \_\_\_\_\_ and corporate office address at \_\_\_\_\_, is forming a Consortium (hereinafter referred to as “**Consortium**”) to submit a Qualification Proposal, Technical Proposal and Financial Proposal in response to the Request for Proposal (hereinafter referred to as “**Proposal**”) for “\_\_\_\_\_”(hereinafter referred to as the “**Project**”) proposed to be developed by Delhi Tourism &Transportation Development Corporation Ltd (“**DTTDC**”/“**Authority**”)

Whereas, it is necessary for the Members of the Consortium to designate one of the members of the Consortium as the Lead Member with all necessary power and THE AUTHORITY to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with Consortium’s Proposal for the Project and its execution.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ does hereby nominate, constitute and appoint \_\_\_\_\_ having its registered office at \_\_\_\_\_ and corporate office address at \_\_\_\_\_ being one of the Members of the Consortium, as its **Lead Member** and its true and lawful attorney (hereinafter referred to as the **Attorney**) to do and execute all or any of the following acts, deed and things for the company/partnership firm in its name and on its behalf, that is to say:

- to act as the Lead Member of the Consortium for the purposes of the Project; in such capacity, to act as the company’s/partnership firm’s official representative for submitting the Qualification Proposal, Technical Proposal and Financial Proposal for the Project and other relevant documents in connection therewith;
- to sign all documents in relation to the Proposal (including clarifications and queries to the RFP) and participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;

- to represent the Consortium at meetings, discussions, negotiations and presentations with the authority, Government Authorities and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the Consortium;
- to execute all necessary agreements or documents for implementation of the Project, including the Contract Agreement for and on behalf of the Consortium;
- to do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.

AND the Consortium hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents

<p>_____</p>	<p><b>Authorized Signatory</b></p> <p>_____</p> <p>-----</p> <p>_____</p> <p>( _____ )</p>
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Accepted:  
FOR \_\_\_\_\_

**PRE BID AGREEMENT**  
**(For Consortium only)**

This **Pre-Bid Agreement** (the “**Agreement**”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2024,

**By and between:**

\_\_\_\_\_, a company registered under the Companies Act 2013, having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PARTY**.

**And**

\_\_\_\_\_, a company registered under the Companies Act 2013, having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECONDPARTY**.

**And**

\_\_\_\_\_, a company registered under the Companies Act 2013, having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **THIRD PARTY**.

**AND**

\_\_\_\_\_, an entity having its office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FOURTH PARTY**.

**First Party, Second Party, Third Party and Fourth Party** shall be collectively referred to as “**Consortium Members**” as per context requirement.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ shall be hereinafter individually referred to as “**Party**” and collectively as “**Parties.**”

**WHEREAS:**

A) Delhi Tourism & Transportation Development Corporation Limited (DTTDC) invites e-tender through E-procurement system bearing tender no. e-tender No (ID 2024\_DTTDC\_.....) under two bid system (Technical Bid and Financial Bid) for Award of Contract for renting out of Plot ‘B’ measuring 7500 Sq. Mtrs. at CBD Shahdara Grounds for Socio Cultural Functions (like Marriages, Receptions, Birthdays, Anniversaries, Festivals, Parties etc.).

- B) The Parties are desire to enter into this agreement (hereinafter referred to as “the Agreement”) for the purpose of securing, carrying out and performing the services to be set forth in the tender.
- C) The Parties agree to form a consortium (the “Consortium”) for the purpose of participating in the tender/bid for Award of Contract for renting out of Plot ‘B’ measuring 7500 Sq. Mtrs. at CBD Shahdara Grounds for Socio Cultural Functions (like Marriages, Receptions, Birthdays, Anniversaries, Festivals, Parties etc.). (the “Project”) issued by DTTDC (the “Authority”).

S. No.	Ref Number	Name of the Tender
1.	(ID 2024_DTTDC_.....)	Award of Contract for renting out of Plot “B” at CBD Shahdara Grounds for Socio Cultural Functions (like Marriages, Receptions, Birthdays, Anniversaries, Festivals, Parties etc.)

- D) The Consortium Members hereby appoint \_\_\_\_\_ as the Lead Bidder (hereinafter referred to as the “**Lead Bidder**”) for the purposes of the bid submission, and for the execution of any and all agreements and activities related to the Project, in the event the bid is successful.
- E) The Consortium Members shall request **DTTDC** for bidding of Award of Contract for renting out of Plot ‘B’ measuring 7500 Sq. Mtrs. at CBD Shahdara Grounds for Socio Cultural Functions (like Marriages, Receptions, Birthdays, Anniversaries, Festivals, Parties etc.) as \_\_\_\_\_ has the requisite experience and eligibility. \_\_\_\_\_ agrees to become the lead bidder on behalf of Consortium Members.
- F) \_\_\_\_\_ will participate in the Tender issued by the Authority and based on the representation of Consortium Members that they will support \_\_\_\_\_ to execute the said Tender to fulfill terms and conditions of the Tender.
- G) The Lead Bidder shall be responsible for coordinating all aspects of the bid preparation, submission, and post-submission negotiations with the Authority, as well as managing the execution of the Project on behalf of the Consortium if the bid is awarded.
- H) The Parties are now entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

## **1. SCOPE OF CO-OPERATION**

- 1.1. Parties shall form a “Consortium” and co-operate with each other on an exclusive basis with respect to execution of the Tender.

1.2. It has been further agreed between the Parties that each Consortium Members shall not bid individually for any of the Tender nor shall they enter into any arrangement with any other parties or entities for the purpose of bidding for the Tender during the validity of this Agreement.

## **2. TERM AND TERMINATION**

- 2.1. This Agreement shall come into force as of the date of signing and shall continue in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Tender, except terminated earlier by the Parties in terms of this Agreement, whichever is applicable.
- 2.2. This Agreement can be terminated by either of the Parties forth with in the event of happening of the following events:
- (a) the Authority announces or notifies the cancellation of all of the Tender.
  - (b) The receipt of an official communication that the Authority chooses not to proceed with the Consortium Members for the said Tender or in the event \_\_\_\_\_ Members are not short listed by the Authority.
  - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party within 30 (thirty) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 2.3. In an event \_\_\_\_ is declared as the successful bidder for any of the Tender, Parties agree and understand that on the effective date of execution of this Agreement they are contractually bound and obligated to perform the services, and scope of work entrusted under each of the Tender.
- 2.4. Parties shall provide services required under the Tender in the respective territories and geographical locations as may be mutually agreed between the Parties. All capital expenditure and working capital required to be incurred by each Party to discharge its respective Services with respect to the Tender shall be borne by such Party without any recourse or liability to the other Party.
- 2.5. Parties to the Agreement shall not withdraw their participation subsequent to the execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.

## **3. EXCLUSIVITY**

- 3.1. Parties agree to co-operate with each other for the purpose of the Tender on an exclusive basis with respect to applying for, submitting and execution of the said Tender.
- 3.2. Parties agree not to enter into agreements with any other entity not being part of this Agreement to apply for the Tender issued by the Authority or to engage in similar lines of the business activities outlined in this Agreement with any other entity from the date of execution of this Agreement.



#### **4. PAYMENT TERMS**

4.1. The payment terms (including the penalties levied) between Consortium Members shall be on a back-to-back basis in accordance with the terms of the MOU i.e., in the following proportion:

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4.2. \_\_\_\_\_ shall submit Bank Guarantee and Earnest money Deposit (EMD) for and on behalf of the Consortium required for the Tender.

#### **5. PENALTIES**

Any penalty levied by the Authority due to default on the Services provided by Consortium Member, shall solely be attributable to the relevant Consortium Member. then such Consortium Member agree to indemnify and keep indemnified each other against all such penalties that may be laid in terms of the Tender. In such cases, the relevant Consortium Member shall be liable for any default of terms of this Agreement.

#### **6. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

Parties agree to keep all information shared with each other as confidential and disclose to Third Party only after taking prior written consent of all the other Party. This clause excludes information available in public domain. The confidentiality provision of this Agreement shall remain in full force and effect during the term of this Agreement and thereafter. Upon termination of the Agreement the receiving Party shall return all the information to the disclosing Party within 15 (fifteen) days from the date of termination of the Agreement.

#### **7. NO WITHDRAWAL CLAUSE**

7.1. The Lead Bidder hereby agrees and undertakes not to withdraw or back out from its role as Lead Bidder at any point before or after the submission of the bid or during the performance of any resulting contract with the Authority.

7.2. In the event the Lead Bidder withdraws or fails to fulfil its responsibilities, the Lead Bidder shall indemnify and hold harmless the other Consortium Members for any and all losses, damages, costs, or expenses incurred as a result of such withdrawal or failure.

#### **8. CONFIDENTIALITY**

7.1 Under this Agreement, "Confidential Information" refers to any and all information of a Party ("Disclosing Party") that has been disclosed to the other Party ("Receiving Party"), which is designated in writing as confidential, proprietary, or secret or under the context of its disclosure ought to reasonably be considered as confidential. All information relating to the Consortium Members, pursuant to this Agreement, either in tangible or intangible form, shall be deemed to be confidential (hereinafter referred to as "Confidential Information") for the purpose of this Agreement.

7.2 **Use of Confidential Information:** Consortium Members will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. The Receiving Party further agrees not to disclose or permit any third-Party access to the Disclosing Party's Confidential Information, except such disclosure or access will be permitted in order to perform the Services provided under this Agreement.

7.3 **Limitation of Use:** Confidential Information will not include information of the Disclosing Party which:

- a) Is publicly available as of the Effective Date or becomes publicly available thereafter through no fault of the Receiving Party;
- b) The Receiving Party rightfully possessed before it received such information from the Disclosing Party;
- c) Is subsequently furnished to the Receiving Party by a third Party without restrictions on disclosure; or
- d) Is required to be disclosed by law, provided that the Receiving Party will promptly notify the Disclosing Party and cooperate, at the Disclosing Party's expense, to permit the Disclosing Party to seek appropriate protective orders from the issuing court of government authority limiting disclosure or use of the Confidential Information.

**9. REPRESENTATIONS AND COVENANTS**

Each Party represents and warrants to the other Party as follows:

- (a) That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons/personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
- (b) The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;
- (c) This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Law(s);
- (d) It has the right, authority and title to execute this Agreement.

**10. GOVERNING LAW AND JURISDICTION**

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

**11. NOTICES**

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by overnight courier services or facsimile to the addresses as set out below:

**To**

Kind Attn: Mr. \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel No.: +91 \_\_\_\_\_  
Email: \_\_\_\_\_

**To**

Kind Attn: Mr. \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel No.: +91 \_\_\_\_\_  
Email: \_\_\_\_\_

**To**

Kind Attn: Mr. \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel No.: +91 \_\_\_\_\_  
Email: \_\_\_\_\_

**12. DISCLAIMER**

Nothing contained in this Agreement or in any Proprietary and/or Confidential Information constitutes any express or implied warranty of any kind. All representations or warranties, whether express or implied, including fitness for a particular purpose, merchantability, title, and non-infringement, are hereby disclaimed.

**13. NO AMENDMENT**

Any amendment to this Agreement will become effective provided it is in written form and duly signed by the authorized signatory of both the Parties.

**14. PRIOR UNDERSTANDING**

This Agreement between the Parties is intended as a final expression of such Parties' Agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such Agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

**15. GENERAL**

**15.1. Binding Effect:**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal successors.

**15.2. Non-Membership:**

15.2.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.

15.2.2. Subject to the terms of this Agreement nothing in this Agreement shall be deemed to constitute a partnership between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

**15.3. Severability:**

If any provision of this Agreement is agreed by the Parties to be illegal, void or unenforceable under any Applicable Law or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted here from with effect from the date of such Agreement or decision or such earlier date as the Parties may agree.

**15.4. Waiver:**

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

**15.5. Time is of essence**

Time is the essence of this Agreement and the Parties herein agree and acknowledge to abide by the same.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.

<b>For</b>	<b>For</b>	<b>For</b>	<b>For</b>
<b>Authorized Signatory</b>	<b>Authorized Signatory</b>	<b>Authorized Signatory</b>	<b>Authorized Signatory</b>
Name: Designation:	Name: Designation:	Name: Designation:	Name: Designation:



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

**Financial Bid**

**Prescribed Proforma for Financial Bid for renting out of DTTDC's Plot "B" at CBD Shahdara for Socio-cultural functions/ festivals:**

	In Rs. ( In figures)
<b>Annual License fee for Plot "B"</b>	

**Please Note:**

- GST or any other statutory Tax, property tax etc. would be over and above the Annual license fee quoted by the bidder.
- Reserve Price is Rs. 4,56,00,000/- (Rs. Four Crore Fifty Six Lakhs Only) plus Applicable taxes for Plot 'B' per annum.
- Bidder must quote the bid over and above the Reserve Price.
- H-1 Bidder will be selected for Plot 'B' on the basis of the highest bid quoted.

**Signature of the Tenderer .....**

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

**Address .....**

\_\_\_\_\_  
 \_\_\_\_\_

COMPANY SEAL  
 E-mail Address\_\_\_\_  
 Contact No.\_\_\_\_  
 Date\_ .....