

**DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION
18-A DDA SCO COMPLEX, DEFENCE COLONY
NEW DELHI - 110024**

E-Tender

for

**Award of Contract for renting out two plots (Plot “A” & Plot “B”) Separately at
CBD Shahdara Grounds for Socio Cultural Function (like Marriages,
Receptions, Birthdays, Anniversaries, Festivals, Parties etc.) on Annual Basis**

SEPTEMBER – OCTOBER 2020

General Manager
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
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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 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 or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

**SECTION I – INFORMATION TO BIDDERS
NOTICE INVITING E-TENDER**

**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 solution from eligible bidders for the following work:

Name & Location of work	Bid Security	Period during which Bid Security and other documents shall be submitted	Bid Due Date (“BDD”)	Time & date of Opening of Bid
Award of Contract for renting out two plots (Plot A & Plot B) separately at CBD Shahadra Grounds for socio cultural functions on annual Basis	Rs. 2,00,000/-	15-09-2020 TO 09-10-2020	09-10-2020 AT 3:00 PM	09-10-2020 AT 3:30 PM

Date of release of Tender Document through E-procurement solution: 15-09-2020

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 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 website <https://govtprocurement.delhi.gov.in>. However, the bid can only be submitted after uploading the mandatory scanned documents mentioned in the Sr. No. 10 below.
4. The Bid Security is acceptable in the form of Demand Draft only.
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 6th 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. **List of Documents to be scanned and uploaded within the period of tender submission:**
 - (i) Bid Security in favour of Delhi Tourism and Transportation Development Corporation Ltd. in form of Demand Draft issued by nationalized/scheduled bank payable at New Delhi (Demand Draft issued by a cooperative bank will NOT BE ACCEPTED under any circumstances);
 - a) Complete Tender Document with Annexures duly signed and stamped.
 - b) Letter comprising the Bid in the prescribed format (Annexure-I) along with supporting documents.
 - c) Certified copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and 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 (2016-17, 2017-18 & 2018-19); and
 - e) 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.
 - f) PAN Card & Income Tax Return for last three (3) years
 - g) Residential proof, registration certificate, Goods and Services Tax Registration Number Certificate and other permissions to erect tent and for doing social cultural functions.
 - h) Certificate of net worth and turnover (minimum turnover Rs. 1.00 crore) in each year) certified by Chartered Accountant.
 - i) No dues certificate from the concerned local body / organization, in case bidder is running any other site on contract at present.

Note – Certificates issued by Chartered Accountant must have the Unique Document Identification Number (UDIN).

All the documents mentioned above shall be scanned and uploaded, and the original Physical copy of the same shall be sent, in a sealed envelope as mentioned in the Tender documents, to the office of The General Manager, Delhi Tourism and Transportation Development Corporation Ltd., 18-A, DDA – SCO Shopping Complex, Defence Colony, New Delhi - 110024 so as to reach before the Bid Due Date. Only those online tender documents, whose Bid Security placed in the envelope are found in order, shall be opened.

The Bid Security shall be deposited in the form of Demand Draft in favour of DTTDC Ltd. The General Manager, 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>

**The General Manager
DTTDC LTD.**

GUIDELINES / PROCEDURE TO BE FOLLOWED IN INTRODUCTION OF 'E'- Tendering SOLUTION

1. **Submission of Bids:** The bidders who are desirous of participating in 'e' tendering shall submit their Bids in the standard format prescribed in the Tender documents, displayed at <https://govtprocurement.delhi.gov.in>. The bidder should upload the 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, certificates uploaded by him, owning responsibility for their correctness / authenticity.
2. Submission of the entire bid document/supporting documents in 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. In case of ambiguity in information provided in electronic copy and Physical copy of Financial Proposal, DTTDC will have full discretion to take a decision which includes rejection of bid. DTTDC can also seek clarification from the bidders in connection with the documents submitted by them, if required, during the course of tendering process.
3. **Payment of Bid Security:** The Bid Security shall be submitted in the form of Demand Draft issued by a nationalized/scheduled bank issued in favour of **DTTDC Ltd. Payable at New Delhi**. Demand Draft issued by a cooperative bank is NOT ACCEPTABLE.
4. **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 the bidders who participated in the tender.
5. **Processing of Tenders:** DTTDC will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder.
6. **Payment of Performance Guarantee:** The successful bidder shall submit irrevocable performance guarantee/ the security deposit equivalent to three months license fee is required to be deposited within one week, failing which the EMD of the successful bidder will be forfeited. The Performance Guarantee / Security Deposit shall be treated as interest free Security deposit. This guarantee shall be in the form of Demand Draft of any nationalized/scheduled bank. Instruments issued by cooperative bank are NOT ACCEPTABLE.
7. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:
 - (i) Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.
 - (ii) Bidders can see the process online.
9. **Signing of agreement:** After the declaration of successful bidder and award of work, an agreement shall be signed as done in conventional Tenders.

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 fill up the uploaded financial proposal in the prescribed format stating his offer. Financial Quotes submitted in any other format will be liable for rejection of whole bid without assigning any reason.
4. The **Tender** document consisting of terms and conditions, various formats needed 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.
5. After submission of the bid the bidder can re-submit revised bid any number of times prior to the bid closure date and time as notified.
6. 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.
7. The Bidder shall quote his rates keeping in mind the specifications, terms & conditions and special conditions.
8. In the event of the bid being submitted by a firm, it must be signed by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the bid.
9. The bidder shall submit the Financial Proposal exclusive of all Taxes etc..

Schedule of Bidding Process

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

Event Description	Date
Date of Publishing of Tender	15-09-2020
Pre-Bid meeting at DTTDC's Head Office at 18A DDA SCO Complex, Defence Colony, New Delhi – 110024	25-09-2020 at 11.30 AM
Last date of receiving pre-bid queries	25-09-2020 at 6:00 pm
Bid due date	09-10-2020 at 3.00 PM
Opening of Technical Proposals	09-10-2020 at 3.30 PM
Opening of Financial Proposals	To be intimated
Validity of Bids	03 Months from the date of opening of Tender
Submission of Performance Security/ Security Deposit equivalent to 03 months license fee	Within one week from the date/ Issue of allotment cum demand letter
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 of issue of allotment cum demand letter
Signing of Agreement	Within 15 days from issue of allotment cum demand letter
Date of Commercial Operation and start date of payment of monthly license fee	<u>01-12-2020 TENTATIVE</u>
Moratorium Period	From the date of signing of the agreement till 30-11-2020. This period will be used by the Operator to set up the tent / pandal etc.

On the letterhead of the bidder

The General Manager
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 two CBD Shahdara grounds (Plot “A” or Plot “B” separately) in accordance with the terms and conditions of the allotment by tender. I/We have read and understood 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 terms and conditions of the tender. I/We have inspected the two CBD Shahdara grounds (Plot “A” or Plot “B” separately) for which tender is being submitted.

I/ we shall peacefully vacate the two CBD Shahdara grounds (Plot “A” or Plot “B” separately) as and when called upon by DTTDC to do so without demur.

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

Dated

Place

Terms & conditions of tender for the grant of Contract for renting out two CBD Shahadara grounds separately for marriage / Reception / Social functions.

1. General Conditions

- 1.1 (a) Change in the constitution/share holding licence will not be allowed under any circumstances.
(b) Consortium of the firm/firms is/are also allowed.
- 1.2 Rs. 2,00,000/- will be charged as Earnest Money Deposit (EMD). The EMD will be deposited through Demand Draft or Pay Order in favour of Delhi Tourism & Transportation Development Corporation Ltd.
- 1.3 In case of successful bidder the security deposit equivalent to three months license fee 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 Reserved price will be @ Rs. 60.00 lakhs per annum for each plot.**
- 1.5 Audited financial statements of preceding three years (i.e. 2016-17; 2017-18 & 2018-19) in case of legal entity and ITR, having minimum turnover of Rs. 01.00 crore in each year.
- 1.6 The bidder is required to attach the residential Proof, Registration Certificate, GST Number and other permissions to erect tent and for doing Socio-Cultural Functions with Tender Form.
- 1.7 In case the 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.
- 1.8 Before giving tender, the intending bidder may inspect both the sites and satisfy himself about the location, area and its business prospects.
- 1.9 The bid shall be valid for a period of 3 (three) months from the date of opening of tenders.
- 1.10 The bidder should indicate his permanent account no. and attach a photocopy of the PAN along with the bid.
- 1.11 The licence fee as mentioned in highest bid price I.e. H-1 will be final to be payable on monthly basis along with applicable GST/taxes 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 two plots (Plot “A” & Plot “B”) for socio cultural functions on **monthly license fee basis for a period of two years. The bid application is Annexed as per Annexure “I”, which is to be duly filled in, signed and stamped by the bidder.**
- 2.2 The Plot area is around 15000 sq. mtrs.. H1 bidder will be selected on the basis of the highest bid quoted by each bidder for separate plots. It is quite possible that two separate bidders get one plot each on the basis of the highest bids quoted by them or it is also possible that one individual who will quote highest bids for both separate plots may get both plots. The division of the existing plot into two equal size plots (Plot A & Plot B) will be done by erecting barricades / temporary structure by the successful bidder(s), as the case may be at his / their own cost. In case of any dispute, the points where the barricades will be erected will be finalized by DTTDC. The decision of DTTDC will be final and binding on the bidders.
- 2.3 The accepting authority of tender i.e. the MD & CEO, DTTDC may withdraw the proposed site in whole or partial without assigning any reason from the bidder at any stage.
- 2.4 The person whose tender has been accepted by DTTDC shall not be permitted to withdraw his tender, failing which the Earnest Money Deposit shall be forfeited.
- 2.5 DTTDC shall be 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.
- 2.6 While finalizing the tenders, the accepting authority i.e. the MD & CEO, DTTDC may also at her/his discretion, form a panel (waiting list) from among the bidders in accordance with the amount tendered by them. In case of failure of the successful bidder to comply with the terms & conditions of the tender leading to cancellation of his tender or contract, as the case may be, MD & CEO, DTTDC would be well within his right to allot the site to the next bidder on the panel instead of re-tendering it. The accepting authority reserves the right to include or exclude the name of any intending bidders on the panel. The decision of accepting authority shall be final and binding on the intending bidders.

Security Deposit

Advance License Fee

- 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 and **the successful bidder would be required to deposit the three months licence fee (advance) within 15 days of its issue, as security deposit No interest is payable on this advance of licence fee. The advance licence fee can be adjusted only against the license fee of last three months of the contract period.**
- 2.8 In case the highest bidder fails to pay three months licence fee within 15 days from date of issue of allotment cum demand letter the offer shall stand cancelled and the Earnest Money shall stand forfeited. The accepting authority/DTTDC may allot the site to the next highest bidder on the panel or re-action/re-tender the Site.

Security Deposit

- 2.9 The Second Party will also deposit a security amount equivalent to three months' license fee i.e. Rs. _____ + GST. The said amount shall be treated as interest free Security Deposit and shall be refunded to the Second Party after expiry of the period of Contract and handing over of the physical possession of the premises by the second party to the concerned official of the First Party.
- 2.10 The licensee/successful bidder would be required to execute a licence deed 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 License Fee

3.1 The Second Party would be required to make payment of licence fee of Rs. _____ + GST in advance on monthly basis by the 10th day of every month. The license fee shall be paid through cheque / DD/NEFT /RTGS in favour of First party **failing which interest @ 15% p.a. shall be levied from the due date to 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 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 and DTTDC will not entertain any claim at any stage whatsoever in respect of the same. The Second Party also absolutely comply with all the extent laws as applicable to the GNCTD / Union of India etc.**

4 Tenure of the Agreement

4.1 The period of license will be for two years which will be terminated after two year from the date of commercial operation I.e. 01-12-2020. As such the tenure of agreement will be 01-12-2020 to 30-11-2022. On the request of the second party, the license period can be extended for a period of one year at the sole discretion of First party.

5 Other Conditions

5.1 That the persons employed by the bidder shall at all times and for all purposes be the 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 its 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.

5.3 That it shall be the responsibility of the bidder to ensure the safety of personnel deployed for work.

5.4 That the allotment is made on the license basis and the licensed premises including the building constructed thereon will be public premises with the meaning of Public Premises (Eviction of Un-authorized Occupant Act, 1971 or such acts as may be in force from time to time in this behalf.

5.5 That the Second Party shall handover the vacant and peaceful possession of the licensed premises along with all the lands, building, fixtures and fittings to the First Party on expiry, revocation/termination of the agreement/ licence deed. If the second party fails to handover the peaceful possession of the demised premises on expiry of termination/revocation of the license the First Party has a right to charge damages for illegal use and occupation of the premises @. Rs. 10,000/- per day per plot till such time the premises is vacated by the Second Party.

5.6 That the First party shall continue to have all rights and control over the licensed premises as its owner. The Second Party shall have no right or interest in the licensed premises/ site and the legal possession of the premises site shall always continue to vest with DTTDC.

5.7 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 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 Second Party shall abide by the rules and bye-laws of the MCD and of Government of Delhi, and other authorities in the matter of the business and keeping the site in proper condition.

5.11 The Second party shall ensure to maintain cleanliness and hygienic condition at the Plot [redacted] at all times on day to day basis.

5.12 The Second party shall ensure that all the rules and regulations relating to law & order and pollution (specifically noise pollution) are followed by the parties utilising 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 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 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 second Party shall have to arrange for systematic parking for the vehicles and peaceful passage of marriage procession from their own means for which the First Party shall not be responsible in case of any eventuality and mishap. Any penalty / fine imposed by any agency shall have to be paid by the second party directly to the concerned authority under intimation to the First Party.

5.16 The 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.

5.18 All the necessary **approvals/** permissions/ licenses required to be obtained from the different department / **authorities** **for organizing the socio-cultural festivals/functions during the contract period** shall have to be obtained by the **Second party** and the **First party** will not be responsible in case of any default caused by the **Second party** .

5.19 The **Second Party** shall ensure that best quality fire resistant tent & electrical fittings are used during any function.

5.20 The **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 the function.

5.21 The **Second Party** shall not object to any construction in or around the site that is considered essential by **the First Party**. No addition, alteration or changes be done by the **Second Party** in/upon the licensed site.

5.22 In case of any misuse of the premises other than the **organizing cultural /religious/ social functions** or for violation of any other conditions of license, the license of site may be cancelled without notice and security deposit shall be forfeited. Legal action shall also be initiated against the **Second party** for violation of terms and conditions, as and when required.

5.23 That it is liability of the **Second Party** to pay the compensation to the user for any injury/damage caused in the event of accident during the time of event in the licensed premises. **The First Party** shall not liable to pay any compensation to the visitor/or any person(s) for any injury/damages caused in the event of accident during the time of event at the site. The **Second party** is solely liable for any claim/damage /loss/theft of any property of user and **the First Party** will not be a party to any such dispute between **Second Party** and third party.

5.24 That the **Second Party** shall keep **the First Party** totally indemnified against all claims, dues, payments, fines, penalties, compensations, liabilities and other losses etc. which may incur 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.

5.25 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**.

5.26 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.

5.27 . That the second party shall not allow more than _____ people within the tented premises on the allotted site during any function.

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 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 –110 024

Second Party:

[Narrate the complete postal address of the Second Party/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, **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 breaches of any of the conditions.
- 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 in 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 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 a one month's notice in writing.**

10. **Arbitration:** All dispute and differences out of or in any way touching or concerning with this contract shall be referred for adjudication through arbitration in accordance to the Delhi International Arbitration Centre (Arbitration Proceedings) Rules, 2018 and the award made in pursuance therefore shall be final binding on the parties. The venue for the arbitration shall be New Delhi.

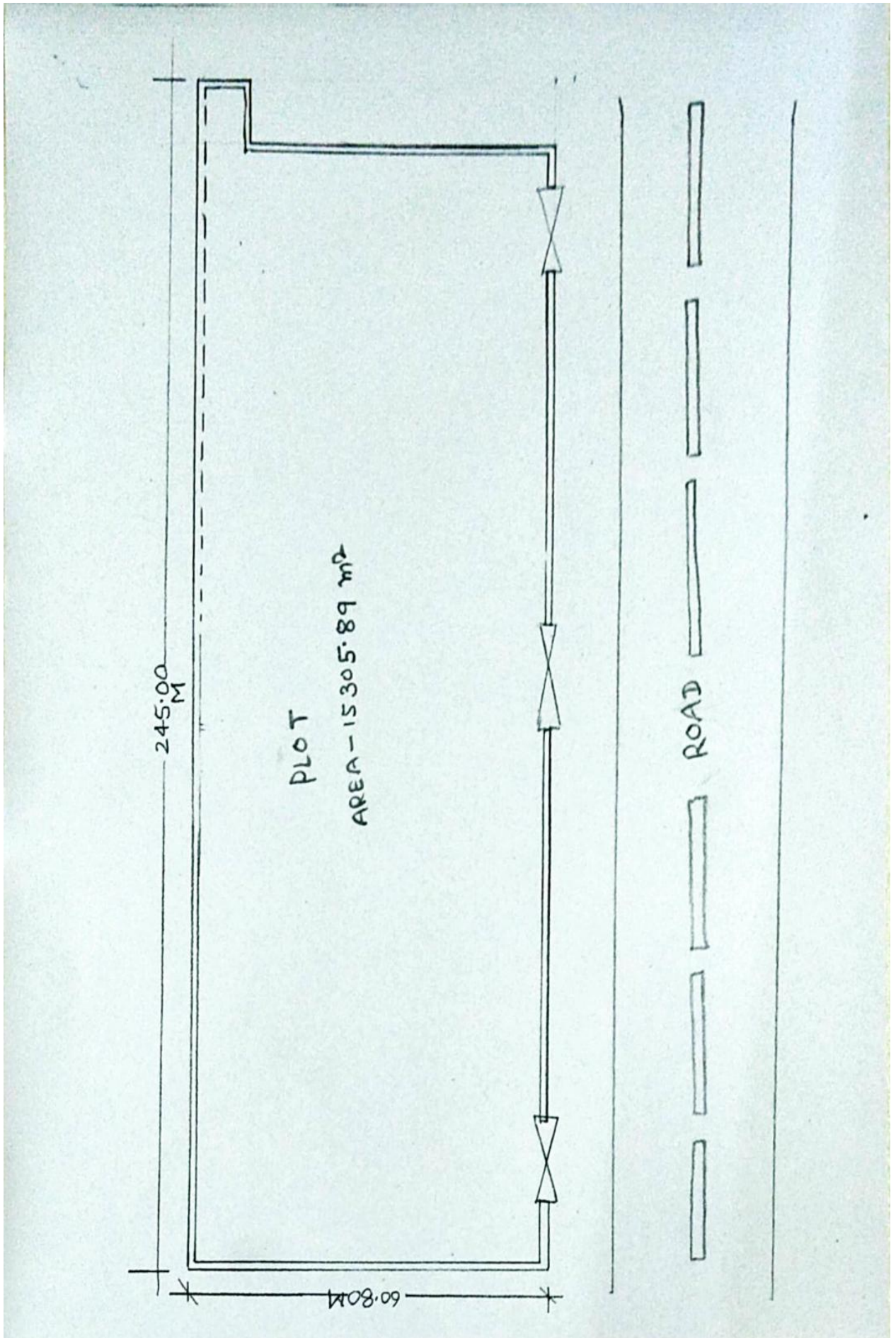
10.1 That both the parties to this agreement are subject to jurisdiction of the court at New Delhi only.

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 the parties.

12. That the tender document and correspondence exchanged between the parties related to this contract shall be read as integral part of this agreement.

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 – 110 024

Tender form for renting out the DTTDC’s two plots at CBD Shahdara grounds separately for marriage/Reception/Social functions.

Bid Form

S. No.	Particulars	Details to be submitted by bidder(s)
1.	Name of the Bidder	
2.	Postal address with Telephone numbers	
3.	Name, Address and Telephone No. of the Proprietor/Partners in case of Proprietorship/partnership firm and Chief Executive / Directors in case of the Company	
4.	Bank Details	
5.	Registration number of the Firm/Company (Enclose a scan copy of the registration certificate.	
6.	Whether the Bidder has experience in the same of field i.e. doing of functions/social events/ events. (Attach a copy of license, details of establishments and services provided)	
7.	PAN and Income Tax Clearance Certificate (Attach a copy of PAN No. & ITCC)	
8.	GST No. (Attach a copy of GST No.)	
9.	Turnover last three years	2016-17 = 2017-18 = 2018-19 =

S. No.	Particulars	Details to be submitted by bidder(s)
10.	Net Worth	
11.	Earnest Money Deposited (EMD) of Rs. 2.00 lakh to be deposited in favour of DTTDC Ltd. (either in form of Demand Draft / Pay Order drawn on any nationalized / scheduled bank)	DD No. Date Bank Details

Attach relevant documents as a proof.

Signature _____

Name _____

Designation _____

Contact _____

COMPANY SEAL

Company _____

Date _____

Note:

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



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

Financial Bid

**Prescribed Proforma for Financial Bid for renting out the DTTDC's two plots at
 CBD Shahdara (Plot "A" & Plot "B") for Socio-cultural functions/ festivals:**

Monthly License fee for Plot "A"	In Rs. In words.....
Monthly License fee for Plot "B"	In Rs. In words.....

Please Note:

- GST or any other statutory Tax, property tax etc. would be over and above the monthly license fee quoted by the bidder.
- Reserve Price Rs. 60.00 lakhs per annum for Plot 'A'
- Reserve Price Rs. 60.00 lakhs per annum for Plot 'B'
- Bidder must quote the bid over and above the Reserve Price.
- H-1 Bidder will be selected separately for Plot A and Plot B on the basis of the highest bid quoted for the respective plot.

Signature of the Tenderer _____

Name of the Tenderer _____
Address _____

E-mail Address _____

COMPANY SEAL

Contact No. _____

Date _____

AGREEMENT/LICENCE DEED

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 'A' & Plot 'B' measuring **7500 Sq. Mtrs.** each plot at CBG Shahadra for a contract period of two years w.e.f. to 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 at..... p.m. at **the Head Office of DTTDC.**

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

Now, therefore, _____ is hereby allotted _____ each plot measuring 7500 Sq. Mtrs. at CBG Shahadra at tendered amount of Rs. /- p.a. 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 Security Deposit/Performance Guarantee

2.1 The successful bidder would be required to deposit the three months license fee (advance) within 15 days of issue of allotment cum demand letter, as security deposit. No interest is payable on this advance of licence fee. The advance licence fee can be adjusted only against the license fee of last three months of the contract period.

2.2 That the Second Party will also deposit a security amount equivalent to three months' license fee i.e. Rs. _____ + GST. The said amount shall be treated as interest free Security Deposit and shall be refunded to the Second Party after expiry of the period of Contract and handing over of the physical possession of the premises by the second party to the concerned official of the First Party.

3 License Fee

3.1 The Second Party would be required to make payment of licence fee of Rs. _____ + GST in advance on monthly basis by the 10th day of every month. The license fee shall be paid through cheque / DD/NEFT /RTGS in favour of First party **failing which interest @ 15% p.a. shall be levied from the due date to 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 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 and DTTDC will not entertain any claim at any stage whatsoever in respect of the same. The Second Party also absolutely comply with all the extent laws as applicable to the GNCTD / Union of India etc.**

4 Tenure of the Agreement

4.1 The period of license will be for two years which will be terminated after two year from the date of commercial operation i.e. 01-12-2020. As such the tenure of agreement will be 01-12-2020 to 30-11-2022. On the request of the second party, the license period can be extended for a period of one year at the sole discretion of First party.

5 Other Conditions

5.1 That the persons employed by the bidder shall at all times and for all purposes be the 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 its 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.

5.3 That it shall be the responsibility of the bidder to ensure the safety of personnel deployed for work.

5.4 That the allotment is made on the license basis and the licensed premises including the building constructed thereon will be public premises with the meaning of Public Premises (Eviction of Un-authorized Occupant Act, 1971 or such acts as may be in force from time to time in this behalf.

5.5 That the Second Party shall handover the vacant and peaceful possession of the licensed premises along with all the lands, building, fixtures and fittings to **the First Party** on expiry, revocation/termination of the agreement/ licence deed. If the second party fails to handover the peaceful possession of the demised premises on expiry of termination/revocation of the license the First Party has a right to charge damages for illegal use and occupation of the premises @. Rs. 10,000/- per day per plot till such time the premises is vacated by the Second Party.

5.6 That the First party shall continue to have all rights and control over the licensed premises as its owner. The Second Party shall have no right or interest in the licensed premises/ site and the legal possession of the premises site shall always continue to vest with DTTDC.

5.7 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 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 Second Party shall abide by the rules and bye-laws of the MCD and of Government of Delhi, and other authorities in the matter of the business and keeping the site in proper condition.

5.11 The Second party shall ensure to maintain cleanliness and hygienic condition at the Plot at all times on day to day basis.

5.12 The Second party shall ensure that all the rules and regulations relating to law & order and pollution (specifically noise pollution) are followed by the parties

utilising 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 **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 **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 **second Party** shall have to arrange for systematic parking for the vehicles and peaceful passage of marriage procession from their own means for which **the First Party** shall not be responsible in case of any eventuality and mishap. Any penalty / fine imposed by any agency shall have to be paid by the **second party** directly to the **concerned authority under intimation to the First Party.**

5.16 The **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.

5.18 All the necessary **approvals/ permissions/ licenses** required to be obtained from the different department / **authorities for organizing the socio-cultural festivals/functions during the contract period** shall have to be obtained by the **Second party and the First party will** not be responsible in case of any default caused by the **Second party** .

5.19 The **Second Party** shall ensure that best quality fire resistant tent & electrical fittings are used during any function.

5.20 The **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 the function.

5.21 The Second Party shall not object to any construction in or around the site that is considered essential by **the First Party**. No addition, alteration or changes be done by the Second Party in/upon the licensed site.

5.22 In case of any misuse of the premises other than the **organizing cultural /religious/ social functions** or for violation of any other conditions of license, the license of site may be cancelled without notice and security deposit shall be forfeited. Legal action shall also be initiated against the Second party for violation of terms and conditions, as and when required.

5.23 That it is liability of the **Second Party** to pay the compensation to the user for any injury/damage caused in the event of accident during the time of event in the licensed premises. **The First Party** shall not liable to pay any compensation to the visitor/or any person(s) for any injury/damages caused in the event of accident during the time of event at the site. The Second party is solely liable for any claim/damage /loss/theft of any property of user and **the First Party** will not be a party to any such dispute between Second Party and third party.

5.24 That the Second Party shall keep **the First Party** totally indemnified against all claims, dues, payments, fines, penalties, compensations, liabilities and other losses etc. which may incur 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.

5.25 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**.

5.26 **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.**

5.27 . **That the second party shall not allow more than _____ people within the tented premises on the allotted site during any function.**

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 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 –110 024

Second Party:

[Narrate the complete postal address of the Second Party/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, **the First Party** shall have the right to terminate the agreement without any notice to the Second Party for the following violations:

- g. If the Second Party commits breaches of any of the conditions.
- h. If the Second Party is declared bankrupt or is incapacitated by law or otherwise, or is wound up, dissolved or dies.
- i. 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.
- j. If the Second Party makes any encroachment on the public land.
- k. If the site is used in such a way that it obstructs the passage for the pedestrian/traffic.
- l. 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 in 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 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 a one month's notice in writing.**

11. **Arbitration:** All dispute and differences out of or in any way touching or concerning with this contract shall be referred for adjudication through arbitration in accordance to the Delhi International Arbitration Centre (Arbitration Proceedings) Rules, 2018 and the award made in pursuance therefore shall be final binding on the parties. The venue for the arbitration shall be New Delhi.

11.1 That both the parties to this agreement are subject to jurisdiction of the court at New Delhi only.

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 the parties.

12. **That the tender document and correspondence exchanged between the parties related to this contract shall be read as integral part of this agreement.**

In presence of the following witnesses, both the parties to this agreement /licence deed have signed this Agreement / License Fee with their free will, consent and in sound mind on this day of 2020.

First Party

Witnesses:-

1.

2.

Second Party

Witnesses:-

1.

2.