

DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LTD.

E-Tender (ID 2024_DTTDC_260991_1)

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

for

**Award of Contract for renting out of
Plot “A” at CBD Shahdara Grounds
for Socio Cultural Functions (like Marriages, Receptions, Birthdays,
Anniversaries, Festivals, Parties etc.)**

August 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

DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION

A plot on Government land measuring 15000 sq. mtrs. (approx.) at CBD Shahdara Grounds, Karkardooma, Delhi was handed over to DTTDC by 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 MoU between both the parties shall be executed with the mutual consent of both the parties accordingly.

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

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 or 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.3,61,20,000/-

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 ‘A’ at CBD Shahadra Grounds, Karkardooma, Delhi for socio cultural functions on annual Basis	Rs.7,22,000/-	14.08.2024 at 12.00 noon to 10.09.2024 upto 03.00 PM	10.09.2024 upto 03.00 PM	10.09.2024 at 03:30PM

Date of release of Tender Document through E-procurement system :00-2024

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 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 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 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. 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.1.10 Crores (Rs. One Crore Ten Lacs Only) during the 03 Financial Years i.e. 2020-21, 2021-22 & 2022-23.
- iii) Bidder should be registered under GST Act and other relevant Acts.
- iv) Bidder should have atleast 03 years 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 licence 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 tendersubmission:

Cover – I

- A. **Earnest Money Deposit:** Earnest Money deposit @2% of Reserve Price of the tender i.e. Rs.7,22,000/- (Rs. Seven Lacs Twenty Two Thousand only) for Plot ‘A’ in the form of Demand Draft issued by a nationalized / scheduled bank in favour of **DTTDC Ltd. payable at New Delhi** or online. In case of online deposition of EMD in favour of DTTDC Ltd. (Punjab National Bank Account number: 3978002100007876, IFSC Code: PUNB0397800). Exemptions may be given 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)).
- 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 (2020-21, 2021-22 & 2022-23);
- E. Certificate from a Chartered Accountant with UDIN and signatures regarding Average Annual Turnover of Rs.1.10 Crores (Rs. One Crore Ten Lacs Only) during the 03 Financial Years i.e. 2020-21, 2021-22 & 2022-23.

- F. **Annexure – C**: 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.
- G. PAN Card & Income Tax Return for 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 last 03 financial years (i.e.2020-21, 2021-22 and 2022-2023), certified by a Chartered Accountant with UDIN and Signature.
- J. No dues certificate from the concerned local body / organization, in case 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 last Six (6) months from bid Submission date and the bidder firm is not a defaulter with DTTDC in paying the licence fee or any type of dues in any of DTTDC projects/units.

Cover – II

- A. **Annexure ‘B’** : 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 'B' 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, 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. 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 Reserve Price of the tender i.e. Rs.7,22,000/- (Rs. Seven Lacs Twenty Two Thousand only) for Plot 'A' in form of Demand Draft issued by a nationalized / scheduled bank in favour of DTTDC Ltd. Payable at New Delhi or online. In case of online payment in favour of DTTDC Ltd. (Punjab National Bank Account number: 3978002100007876, IFSC Code: PUNB0397800). Exemptions may be given 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)).
4. **Processing of Tenders:** DTTDC will evaluate and process the tenders for selection of bidder for Plot 'A' 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 A.
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 contract for two years. The value of contract will be worked out on the basis of quoted amount by H-1 bidder against the reserved price as under:-

S.No.	Particulars	Reserved Price
1.	Quoted amount for first year – license fee for first year	A
2.	10% increase after first year	10% of A
3.	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 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 shall be signed as per time 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 Technical Proposal /Financial Proposal in the prescribed form as per Annexure 'A' and Annexure 'B' respectively. Proposals submitted in any other format will be liable for rejection of 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 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:

Event Description	Date
Date of Publishing of Tender	14.08.2024 at 12.00 Noon
Pre-Bid meeting at DTTDC's Head Office at 18-A DDA SCO Complex, Defence Colony, New Delhi – 110024	23-08-2024 at 11.30 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	23-08-2024 at 05:00 PM
Last date for Bid submission	10-09-2024 at 03.00 PM
Opening of Technical Proposals	10-09-2024 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 st day from issue of allotment cum demand letter

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 "A" 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 CBD Shahdara Grounds Plot "A" for which 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 "A" 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

Terms & conditions of tender for the grant of Contract for renting out of Plot “A” at CBD Shahadara 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
- 1.2 An amount of Rs.7,22,000/- (Rs. Seven Lacs Twenty Two Thousand only) shall be deposited / furnished as Earnest Money Deposit (EMD) i.e. @2% of Estimated Cost of the tender for Plot ‘A’ in form of Demand Draft issued by a nationalized / scheduled bank in favour of DTTDC Ltd. Payable at New Delhi or online. In case of online in favour of DTTDC Ltd.(Punjab National Bank Account number: 3978002100007876, IFSC Code: PUNB0397800). Exemptions may be given 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 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 Reserve price is @ Rs.1,72,00,000/- (Rs. One Crore Seventy two Lakhs only) for one year for Plot ‘A’.**
- 1.5 Average Annual Turnover of Rs.1.10 Crores (Rs. One Crore Ten Lacs Only) during the 03 Financial Years i.e. 2020-21, 2021-22 & 2022-23.
- 1.6 Audited financial statements and ITRs of preceding three years (i.e. 2020-21; 2021-22 & 2022-23) 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
- 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 licence fee as mentioned in 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 “A”** for socio cultural functions on **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 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 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 A 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 A 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 without assigning any reason at any stage.
- 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**

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

S.No.	Particulars	Reserved Price
1.	Quoted amount for first year – license fee for first year	A
2.	10% increase after first year	10% of A
3.	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/ 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 Licence fee-** In addition to Performance security successful bidder will also be required to deposit three months advance license fee within 15 days of issue of allotment cum demand letter to be adjusted against the license fee of last three months of contract period. No interest is payable on this advance of licence fee. Three Months Advance Licence Fee amount will be equivalent to the quoted monthly licence fee by H-1 bidder plus 10% multiply by three months.
- 2.11 In case the highest bidder fails to pay Advance Licence 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 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. **Payment of License Fee**

1. The **Selected Bidder** would be required to make payment of licence fee of Rs.____+ GST in advance on monthly basis by the 10th 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 favour 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 proportionate monthly license fee for three consecutive months, then the license shall stand terminated and security amount shall be forfeited.
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 time 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 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 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.

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. 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.
- 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 authorized agency and security guards so deployed must be verified from the Delhi Police.

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/ licence 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 licence 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 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 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/ licence 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 liability of the Selected Bidder 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. DTTDC shall not liable to pay any compensation to the visitor/or any person(s) for any injury/damages caused in the event of accident at the time of event or otherwise at the site. The Selected Bidder is solely liable for any claim/damage /loss/theft of any property of user and DTTDC will not be a party to any such dispute between 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 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 and 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 Selected Bidder for the following violations:
- a. If the Selected Bidder commits breach of any of the conditions of tender document.
 - b. If the Selected Bidder 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 Selected Bidder 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 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 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 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. 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.

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 'A' 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.	Postal address of place of business with Telephone numbers of Bidder	
3.	Name, Address and Telephone Number of the Proprietor/Partners in case of Proprietorship/partnership firm and Chief Executive / Directors in case of the Company	
4.	Bank Details of Firm/Company	
5.	Registration number of the Firm/Company (Enclose a scanned copy of registration certificate.)	
6.	Bidder should have atleast 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)	
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 in each of last 03 Financial Years i.e. 2020-21, 2021-22 & 2022-23 (enclose certificate from a CA with UDIN)	2020-21 = 2021-22 = 2022-23 =
10.	Certificate of positive Net Worth (In Rs.) in each of last three financial years i.e. 2020-21, 2021-22 and 2022-23 (enclose certificate from a CA)	

11.	<p>The EMD amount for Plot 'A' Earnest Money Deposit (EMD) of Rs. Rs.7,22,000/- (Rs. Seven Lacs Twenty Two Thousand only) to be deposited in favour of DTTDC Ltd.</p> <p>(Earnest Money deposit @2% of Reserve Price of the tender i.e. Rs.7,22,000/- (Rs. Seven Lacs Twenty Two Thousand only) in form of Demand Draft issued by a nationalized / scheduled bank in favour of DTTDC Ltd. payable at New Delhi or online. In case of online payment in favour of DTTDC Ltd.(Punjab National Bank Account number: 3978002100007876, IFSC Code: PUNB0397800).</p>	DD No. Date Bank Details Online Details
12.	Affidavit (as per Sr.No.11 (L))	
13.	Undertaking as per Sr.No.11 (G)	
14.	Certificate (as per Sr.No.11 (K))	
15.	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 e-tendering system. However, a copy of the Tender Document and Bid Form in Annexure 'A' and Annexure 'B' 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.



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 "A" at CBD Shahdara for Socio-cultural functions/ festivals:

Monthly License fee for Plot "A"	In Rs.

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 is Rs.1,72,00,000/- (Rs. One Crore Seventy Two Lakhs Only) plus Applicable taxes for Plot 'A'
- Bidder must quote the bid over and above the Reserve Price.
- H-1 Bidder will be selected for Plot 'A' on the basis of the highest bid quoted.

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' measuring **7500 Sq. Mtrs.** at CBD Shahdra 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 A 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 A measuring 7500 Sq. Mtrs. at CBD Shahdra at 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 The successful bidder shall submit irrevocable performance security_@ 10% of the value of contract for two years. The value of contract will be worked out on the basis of quoted amount by H-1 bidder against the reserved price as under:-

S.No.	Particulars	Reserved Price
1.	Quoted amount for first year – license fee for first year	A
2.	10% increase after first year	10% of A
3.	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/ 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 The Selected Bidder 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 refunded to the Selected Bidder after expiry of the period of Contract on successful completion of contract and handing over of physical possession of the premises by the Selected Bidder to the concerned official of DTTDC.

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 upon issuance of Tax invoice by the DTTDC. The license fee shall be paid through DD/NEFT /RTGS in favour 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 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 time 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 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 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.

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. Selected bidder or Second Party will be allowed to build only temporary structure for the events proposed.
 - ii. 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. 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.
 - 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 authorised agency and security guards so deployed must be verified from the Delhi Police.
- 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/ licence 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 licence 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/ licence 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 First Party.

5.22 That it is 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 liable to pay any compensation to the visitor/or any person(s) for any injury/damages caused in the event of accident at the time of event or otherwise 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.

5.23 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 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 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

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 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 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 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. 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.

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 00.00.2024.

Witnesses:-

1.

First Party

2.

Witnesses:-

1.

Second Party

2.

