

**Tender for Annual Contract for
Running Three Shops for Food
Kiosks
at
Dilli Haat Pitam Pura, Near TV Tower**

New Delhi - 110034



**DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPORATION LTD.
(A GOVERNMENT UNDERTAKING)
18-A, D.D.A. SHOPPING CUM OFFICE COMPLEX, DEFENCE COLONY,
NEW DELHI 110024.
TEL: 24698431,24622364,24655596, 24647005**

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

NIT No

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

I)EMD

Name & location of work	EMD
Running Three kiosks area for Beverages, snacks/food items for the visitors of Dilli Haat Pitam Pura , Near TV Tower , New Delhi-110034	Rs.25,000.00 for each Food Kiosks

II)Bid Security

Minimum Reserve Price for Food Kiosk No 1	Rs. 2,35,000/- per Annum Plus Applicable Taxes.
Minimum Reserve Price for Food Kiosk No 2	Rs. 1,41,000/- per Annum Plus Applicable Taxes.
Minimum Reserve Price for Food Kiosk No 3	Rs. 1,70,000/- per Annum Plus Applicable Taxes.

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

1. The intending bidder must read the terms and conditions of the RFP carefully. He should only submit his bid if he considers himself eligible and he is in the possession of all the required documents.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The RFP consisting set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://govtprocurement.delhi.gov.in>.
4. All the scanned documents as mentioned at serial no.9 be uploaded.
5. Bidders not registered on the website mentioned above are required to get registered before hand. 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. Bidder can upload documents in the form of JPG format and PDF format.
8. The bidder should quote his offer in the column meant for quoting rate in figures.
9. 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 DD issued by nationalized/scheduled bank payable at New Delhi (these instruments issued by a cooperative bank will NOT BE ACCEPTED under any circumstances;
 - II. PAN card and GST No
 - III. Income Tax Returns for last 3 (three) years and Audited /C.A certified Balance Sheet for the period of last 3 years.
 - IV. Letter Comprising the Bid in the prescribed format (Appendix-I) along with Annexes and supporting Documents;
 - V. GST Registration Certificate, FSSAI Registration Certificate
 - VI. Documentary evidence of 3 years experience of running eligible projects.
10. EMD of Rupees 25000/- for each shop shall be deposited in the form of Bank Draft/Demand Draft in favour of **Delhi Tourism & Transportation Development Corporation Ltd.**, refundable not later than 180 days from the bid due date or from the date of execution of the agreement with the successful bidder, whichever is later, except in case of the successful bidder. DTTDC reserves the right to reject any or all the tenders without assigning any reason, whatsoever.No EMD accepted other than Bank Draft

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

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

e-PROCUREMENT TENDER NOTICE

E-Tendering is invited for running Three Shops in Non Ticketed Area for Food Kiosks area measuring (Area Booth No 1 - 390 Sq Ft, Booth No 2 - 234 Sq Ft., Booth No 3 - 280 Sq Ft.)) for Beverages, snacks/food items for the visitors of Dilli Haat Pitam Pura , New Delhi-110034.

Date of Publication of Tender	19.06.2019 From 10:00 AM
Last date and time for online submission bid	10.07.2019 Upto 03:00 PM
Opening of Technical Bid	10.07.2019 at 03:30 PM
Opening date of then Financial Bid	to be intimated later on

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

The registration of tenderers with application services provider (ASP) of NIC is mandatory.

For any assistance on e-tendering, interested bidders/tenderer may contact the NIC e-procurement Help Desk at Vikas Bhawan II , 6th floor, C-Wing (Near Metcafe House), Civil Lines, New Delhi -110054, Phone No. 011-23813523 (Monday - Friday,09:30AM to 06:00PM) or Toll Free No. 180030702232

Physical copy of EMD shall be deposited in the tender box, kept at DTTDC, 18-A, DDA, SCO Complex, Defence Colony, New Delhi – 110024

Manager (Dilli Haat Pitampura), DTTDC

Eligibility Criteria

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

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

1. Party must have PAN No. and GST No.
2. Party must have three years experience of running the catering/Hotel /Retail business during last 03 financial years
3. Party must have license from the respective Govt. Department to run the catering business.
4. Party must have Rs. 25Lakh as average turnover in previous Three Financial years.
5. The bidder should not be black listed for corrupt or fraudulent practices or any other reason by DTTDC and or any State or Central Govt. Department/ Agencies/ Ministries/ PSUs/ Large Private Co. The Bidder shall give an undertaking to this effect on Stamp Paper.
6. Scanned copy of EMD of Rs. 25,000 in form of DD in favour of DTTDC limited to be issued by Nationalized/Scheduled Bank must be attached for each food kiosks separately.
7. Party must disclose –
 - i. Whether proprietor/ partner/ company/ agency is defaulter with DTTDC/and/or with any other Corporation of Delhi Government/ Central Government?
 - ii. Whether any show cause notice has been issued to such agency/ Corporation pertaining to any dispute and its status at the time of submitting RFP?
 - iii. Disclosure of project earlier taken by the Proprietor/ or in pool/ Corporation with DTTDC and any other related organization of the Government?
 - iv. Whether execution of the project has been fulfilled in time and unable to explain its conduct?
 - v. Whether proceeding are pending before any forum/tribunal/ courts/ commission. If so, nature and detailed of such disputes be stated specifically.
 - vi. Duration from which dispute is pending and present status.
 - vii. Non disclosure of information and withholding of such information shall amount to disqualification in participation in the bid of tender of the DTTDC.
 - viii. As per the terms and conditions of DTTDC, the participation/approval of such tenders shall be liable to be cancelled at any stage at the sole discretion of DTTDC.

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

Terms and Conditions

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

1. The allotted licensed premises will only be used for the purpose of running of Kiosks for serving Beverages, Snacks & Food items.
2. The licensee shall not sublet, assign the licensed premises or part there of at any stage during the license period. Violation of this clause will invite immediate cancellation of the license.
3. **The period of the license will be three years from the date of execution of the agreement with the successful bidder extendible by a further period of One year on the sole discretion of DTTDC. Licensee is required to start operation with in 15 days from the date of award of tender. The license fee quoted by the selected bidder would increased by 10% after every year. The corporation reserves the right to curtail or extend the validity of contract on the same rates and terms and conditions or with some addition/ deletion/ modification at the discretion of the Managing Director & CEO, DTTDC. Any addition/ deletion/ modification or extension of contract shall be in writing.**
4. **In case of breach of terms and conditions set forth in the agreement, by the Licensee, the Performance guarantee and Security shall be forfeited by the DTTDC and the firm shall be blacklisted in addition to the termination of the contract.**
5. **DTTDC reserves its right to terminate the contract at any time during the course of contract without assigning any reason thereof. However, the licensee will have the option to terminate the agreement at three months written notice assigning reasons thereof.**
6. The financial payment of monthly guaranteed license fee will be made in advance on monthly basis payable on or before 7th day of each English Calendar month.
7. Besides the financial terms mentioned earlier, the licensee at Dilli Haat Pitam Pura shall also be liable to pay all Central, State and local taxes including GST, property tax, or any other tax, cess or levy as may become payable in accordance with various laws / rules prevalent in Delhi.
8. The licensee is required to comply with the timings of the Dilli Haat Pitam Pura which will be 10.00 a.m. to 9.30 p.m. during summer and 10.00 a.m. to 9.00 p.m. during the winter or as per the guidelines of the Govt. of NCT of Delhi/ DTTDC.

9. The licensee shall ensure the maintenance of hygiene conditions and will ensure that eatable items sold / served from the premises be of requisite hygienic and quality standards and conform to the provision of the prevention of food adulteration Act. The licensee shall be solely responsible for any action/penalty imposed by relevant authorities in this regard.
10. Licensee will be solely liable for any loss and expenses due to food poisoning/contamination.
11. The licensee will obtain necessary license from the respective Department of the State Govt. to run the food kiosk, with in 15 days from the date of award of tender.
12. In case licensee does not vacate the premises after the expiry of the License period and / or earlier termination of license, a penalty of Rs.2000/- per day is imposed on the allottee.
13. DTTDC's authorized representatives shall have the right to enter and inspect the licensed premises during course of operation.
14. The licensee shall abide by all the instructions / regulations issued by the DTTDC with respect to entry and exit of the material.
15. Licensee will abide by / comply with any instructions of DTTDC, Police/ Securities Agencies/Govt. Agencies from time to time.
16. All employees of the licensee will always be in proper uniform identification badges and will carry photo identity cards while on duty.
17. DTTDC reserves the right to withdraw / temporarily suspend the specified area of the license premises due to security reasons, VIP movement, for some special event or for meeting of any other statutory obligations without any compensation.
18. It shall be the right of the DTTDC to supervise/inspect the premises allotted to successful tender through its representative / officer duly authorized by Managing Director / Chief Executive of DTTDC during operational hour. The successful tenderer will not object to the same, rather he will cooperate with such officer / representative of the DTTDC.
19. The licensee shall pay a sum equivalent to three months license fee towards security to DTTDC, which shall be adjusted towards license fee for the last three months before expiry of the sub license period.
20. The Licensee shall not create contract / sub license of any description with regard to the Kiosks or any part thereof, nor shall he assign or transfer the license any part thereof to any third party.
21. The licensee has a bare permission only to run Three kiosks for beverages, snacks/food items in the premises during license period and nothing contained in

this documents shall be construed as demise in law of the said DTTDC premises or any part thereof and shall not give any legal title or interest to the licensee.

22. The successful licensee shall be allowed to use the premises only for the purpose which the premises are allotted to it and not for any other purpose whatsoever. In case premises is used for any other purpose other than the purpose indicated in this agreement license is liable to be terminated automatically and the licensee shall have to vacate premises immediately with in a period for 15 days failing which the DTTDC will have the liberty to charge rupees four times than the daily rental as damages till such time the premises vacated by the successful Tenderer.
23. The licensee or its employees will not stay back with in the premises of Dilli Haat Pitam Pura after closing of the Haat.
24. The licensee will ensure that hazardous or inflammable or any intoxicated material is not stored in premises.
25. The successful Licensee, his agent and servants shall observe, perform and comply with all the rules and regulations of the Shops and Establishment Act, Factories Industrial Dispute Act, Prevention of Food Adulteration Act, Contract Labour Public Premises Act and Minimum Wages Act and Municipal Laws or any provision of any statutory as applicable to the successful Tenderer including any rules regulations made by DTTDC or any other Government Department and or local administration, enforcement and to the business which the successful Tenderer is to carry or the contract in which the said premises is licensed.
26. The successful Licensee shall indemnify the DTTDC against any claim, damages suffered by the DTTDC by reasons of any default on the part of the Licensee or its servants / agents in the due performance of the contract and provision of any law which may be related to the purpose of this contract.
27. The DTTDC shall not be responsible in any way for any loss or damages by a means caused to the stock, property of the licensee as well as to its customers / visitors.
28. It shall be the responsibility of the licensee to comply with the requirement of health clauses and the licensee shall at its own cost maintain the premises in a purpose of state of cleanliness and abide by such directions as may be given by the DTTDC and or such other departments as may be entrusted by the rules and regulations with the work or inspections and enforcement about the conditions of sanitation a cleanliness and hygiene. When the premises is not maintained in a reasonably clean condition by the licensee, the authorized representative of the DTTDC shall have powers to get the premises cleaned at the risk and cost of the licensee and recover liquidated damages and can also take any other action including cancellation of license.
29. The Incharge of Dilli Haat Pitam Pura or person authorized by him may issue instructions to licensee for maintaining cleanliness to ensure public health including sanitation cum prevention of infectious disease and / or preventing of

nuisance of inspects rodent and other source which shall be carried out by the licensee at its own cost.

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

39. If because of any strike, force majeure event or lockout in the complex, licensee is unable to function or business is affected the licensor shall not be liable for any losses, which the licensee may suffer and in such an event, the licensee shall not be entitled to any deduction of the license fee payable to the DTTDC.
40. The DTTDC will not recognize any association of Traders and incase any negotiation/ bargaining is necessary with regard to the clarification of the terms and conditions of license or modifications thereto for which negotiations should be sought by the licensee alone and no collective representation / bargaining will be entertained.
41. The provision of Public Premises (eviction of unauthorized occupants) Act 1971 and rules framed there under or any other laws, which are now in force or may comforted, shall be applicable for all matter provided in said Act.
42. It shall be the right of DTTDC to change the location of Kiosk within the premises due to renovation or any other administrative reasons for which the licensee will have no objection. Licensee will not be allowed to make alternation/ renovate the licensed premises without the specific approval of the DTTDC in writing.
43. In the event of any default / failure / negligence or breach by the licensee in complying the terms and conditions of the licensee which are not minor the licensor will be at liberty to termination of license forthwith and resume possession of the premises without payment of compensation or damage and forfeit in full or in part of amount deposited by the licensee for due performances of the license.
44. The DTTDC reserves the right to accept or reject any offer without assigning any reason whatsoever.
45. The licensee will ensure clearance of all the rubbish and the waste generated at their low outlet and ensure safe and quick disposal of all such material.
46. The Kiosk operator will have to follow the color scheme and design for hoardings / display boards as approved by the licensor.
47. DTTDC expects licensee to make prompt payment of various dues towards license fee and consumption of electricity, water etc. delay in payment will not be tolerated and not treated as violation of terms.
48. There shall be a provision of penal interest on delayed payment which will be 18% per annum.
49. The Tenderer will submit a D.D. amounting Rs.25,000/- EMD in favour of Delhi Tourism & Transportation Development Corporation Ltd. as earnest money which will be interest free. EMD of the successful bidder will be adjusted towards security deposit. However, in case successful Tenderer backs out, the earnest money / security deposited shall be forfeited.

50. The Tenderer must be able to demonstrate the track record of the applicant in terms of experience in successful running / managing quality outlets services. The quality of food and beverages, the type of cuisines of the items being served/ sold at the existing outlets may be indicated a process being used to maintain quality, also be highlighted. Also the details direct indirectly being operated by the applicants or their associates may be furnished.
51. The proposal must be able to demonstrate the applicant's financial strength and capacity operate outlet of good standards.
52. The proposal must be able to clearly outline the qualifications and experience and reflect expertise professionalism of the managerial cadre.
53. Licensee will be liable for the security of its kiosks and other items.
54. The licensee will obtain the comprehensive Insurance Policy and will provide the copy to DTTDC.
55. The licensee is required to pay the followings in addition to the monthly license fee:-
 - I. Electricity charges to be paid on Monthly basis before 10th day of every month on demand as per actual consumption against the sub meter to be installed by the licensor. **At present Rs 15 Per unit** is being charges. However the rates may be revised from time to time due to increase in tariff.
 - II. Any other tax/levy/cess etc. prevailing on and,as and when levied by the Govt.
56. The Party is required to provide undertaking to DTTDC that the facts and figures provided in the tender are true and correct. At any stage, even during the operation, if it is found that false information is provided in the tender document, the agreement will stand terminated and security and performance guarantee will be forfeited.
57. Bidder not submitting any of the required documents online will be summarily rejected. Incomplete and Conditional bids will also be summarily rejected.
58. The Successful tenderer shall be responsible for compliance of all statutory requirements and fulfillment of all the legal obligations in respect of the said contract at its costs without any claim/ reimbursement from the DTTDC.
59. That DTTDC reserves the right to allot the premises to any person/persons. It may be deemed proper and to reject any or all the Bids/application without assigning any, reason.
60. That the Court of Estate officer, DTTDC only shall have the jurisdiction to entertain any application in respect of any proceedings under this contract.
61. That the licensees (s) shall make use of the premises for allotted business only and in so doing shall not cause any obstruction or encroachment whatsoever in

and around the area allotted. That, the licensee shall not encroach or allow to encroaching in any manner upon any adjoining premises, corridor, pathway or any part of the area beyond the licensed area in any manner whatsoever. Any such encroachment shall be deemed to be breach of the contract; the licensor shall be entitled forthwith to determine the licence without assigning any reasons and without service of any notice to the licensees and to claim damages at such rates as may be decided by the licensor which will be final and binding on the licensee.

- 62. That the licensee shall not do anything in or outside the licensed premises which may create nuisance or may cause annoyance to the neighbors and or to the licensor.
- 63. The following activities shall be strictly prohibited in the project facility :-

Gambling, Smoking and Sale/purchase of Tobacco and Liquor Products, any activities that is unlawful/illegal or deemed unlawful under any Indian Act or legislation .
- 64. **The successful tenderer shall be liable to pay the property tax to DTTDC in respect of portion allotted to him/under his occupation, as may be assessed by the Municipal Authority/demand raised by DTTDC from time to time.**
- 65. The signages temporary or permanent are to be installed at spaces pre-defined by DTTDC. Any violation in installation of signages with respect to its location, size or any other factor shall be termed as breach of contract. The intending licensee is free to put signage of his identity, but invariably the sign should indicate that he is a licensee and DTTDC is the owner of the premises. The display board also indicates the LOGO of DTTDC.
- 66. If any party submits the EMD other than the Bank Draft/ Demand Draft the same will not be accepted and bid filed by the bidder will be summarily rejected.
- 67. The parties in dispute with DTTDC cannot be participated in the tender process.

Signature and Seal

Name of the Company / Firm.....
.....
Address:
.....
Date:.....
Per Month Rs.
(In Words).....

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

TECHNICAL BID

1.	Names, Address of Firm / Agency and Telephone Numbers	
2.	Registration No, of the Firm / Agency	
3.	Name, Designation, Address and Telephone No. of Authorize person of Firm / Agency to deal with	
4.	Please specify as to whether Tenderer is sole proprietor Partnership firm, name and address and telephone no. of Directors / Partners should specified.	
5.	Average Turnover during the last three financial years i.e. 2015-16, 2016-17 and 2017-18 (please enclose copy of ITR / Balance Sheet in support).	
6.	Experience Certificate as per Clause No. 2 of eligibility criteria	
7.	Proof of experience are running of food kiosks in the last 03 years.	
8.	Copy of PAN card issued by Income Tax Department	

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

Signature of the Tenderer

Name of the Tenderer.....

.....

Address :

.....

Email.....

Phone No.....

FINANCIAL BID

Prescribed Proforma for Financial Bid for Three Kiosks:-

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

Please Note:-

1. GST or any other statutory Tax would be over and above the monthly license fee quoted by the bidder.
2. The monthly license fee would increase by 10 % every year over the previous year's license fee.

Signature of the Tenderer

Name of the Tenderer.....

 Address :

 Email.....
 Phone No.....

Date: