

TENDER

FOR

**SELECTION OF OPERATOR TO PROVIDE MANPOWER FOR
OPERATION & REGULATION OF PARKING ZONES AT DILLI
HAAT, JANAKPURI**



December 2014



**Delhi Tourism & Transportation
Development Corporation**

***Cost of Bid Document (Non Refundable):
Rs. 5000/- + Rs. 250/- (VAT: 5%)***



*Delhi Tourism & Transportation Corporation,
New Delhi*

Tender for
Providing Manpower for Operation & Regulation
of
Parking Zones
at
JanakpuriDilliHaat, New Delhi

December 2014

Address: 18-DDA Shopping Complex Defence Colony, New Delhi-110024

Website: www.delhitourism.gov.in ; <https://govtprocurement.delhi.gov.in>

Cost of Bid Document (Non Refundable):

Rs. 5000/- + Rs. 250- (Vat: 5%)

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DISCLAIMER

The information contained in this Bid document or subsequently provided by or on behalf of the DTTDC by any of their employees or advisers, whether verbally or in conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is neither an offer nor invitation by the DTTDC to the prospective Bidders or any other person. The purpose of this Bid Document is to provide interested parties within formation that may be useful to them in the formulation of their Proposals pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by the DTTDC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for the DTTDC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid Document.

The assumptions, assessments, statements and information contained in this Bid Document, may not be complete, 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 and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Applicants 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. The DTTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The DTTDC, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, stature, 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 Bid Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way in this Selection Process.

The DTTDC also accepts no liability of any nature whether resulting from negligence or otherwise however cause arising from reliance of any bid there upon the statements contained in this Bid Document.

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

The issue of this Bid Document does not imply that the DTTDC is bound to select a bidder or to appoint the Selected bidder, as the case may be, and the DTTDC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DTTDC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the DTTDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the proposal regardless of the conductor outcome of the Selection Process.

BIDDING SCHEDULE

The DTTDC shall endeavor to adhere to the following schedule:

| Event Description | Date |
|-------------------------------------|---|
| Period of Sale of Bid Document | From 29 th December 2014 to 19 th February 2015 |
| Pre Bid Meeting | 19 th January 2015 at 12:30 PM |
| Last date for receiving queries | On or before 4:30 PM of 19 th January 2015 |
| DTTDC response to queries latest by | 4 th February 2015 |
| Bid Due Date | On or before 3:00 PM of 19 th February 2015 |
| Opening of Technical Proposals | 19 th February 2015 at 3:30 PM |
| Opening of Commercial Proposals | To be intimated |

**BID DOCUMENT FOR APPOINTMENT OF AGENCY FOR PROVIDING
MANPOWER FOR OPERATION & REGULATION OF PARKING ZONES AT
JANAKPURI DILLI HAAT**

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING
(Application for inviting open bids)**

NIT No. _____

Delhi Tourism and Transportation Development Corporation invites proposals through e-procurement solution **from eligible bidders for the following work:**

| Name & Location of work | Earnest Money Deposit | Period during which EMD and other documents shall be submitted | Bid Due Date | Time & date of Opening of Bid |
|---|-----------------------|--|--|--|
| Selection of Operator for Operation and Regulation of Parking Zones at Dilli Haat Janakpuri | Rs. 1,00,000/- | 29 th December 2014 to 19 th February 2015 | 19 th February, 2015 by 3.00 pm | 19 th February, 2015 at 3.30 pm |

Date of release of Tender Document through E-procurement solution: _____

1. The intending bidder must read the terms and conditions the Tender Document 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 Tender Document 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. But the bid can only be submitted after uploading the mandatory scanned mentioned in the Sr. No. 10 below.
5. Bidders not registered on the website mentioned above are required to get registered beforehand. For registration on e-procurement website, bidders may contact e-procurement help desk at 6th Floor, C-Wing, Vikas Bhavan – II, (Near Metcalfe House), Civil Lines, Delhi – 110054. Phone: 011 – 23813523 (Monday to Friday, 9.30 AM to 06.00 PM). If needed they can be imparted training on online bidding process as per details available on the website.
6. The bidder must have valid class-III digital signature to submit the bid. Such digital signature must be issued in the name of bidder or its authorized signatory.
7. On opening date, the Bidder can login and see the bid opening process.

8. Bidder can upload documents in the form of JPG format and PDF format.
9. The bidder should quote his offer in the column meant for quoting rate in figures.
10. **List of Documents to be scanned and uploaded within the period of tender submission:**
 - (i) Tender Document Fee Rs. 5,250/- in the form of DD issued by Nationalized/Scheduled bank in favour of The General Manager, Delhi Tourism and Transportation Development Corporation Ltd, payable at New Delhi;
 - (ii) Bid Security in favour of The General Manager, Delhi Tourism and Transportation Development Corporation Ltd. in form of DD issued by nationalized/scheduled bank payable at New Delhi (Demand Draft issued by a cooperative bank will NOT BE ACCEPTED under any circumstances);
 - (iii) Power of Attorney for signing of Bid in the prescribed format (Annexure - I);
 - (iv) PAN card;
 - (v) Income Tax Returns for last 5 (Five) years;
 - (vi) Letter of Application in the prescribed format (Submittal - I) along with Annexes and supporting Documents;
 - (vii) Service Tax Registration Certificate; shop & establishment registration certificate, Profession Tax registration certificate, and any other registration certificate under any relevant act.
 - (viii) Other Applicable Certificates like Client Certificates, Work Completion/Satisfactory Certificates etc.;
 - (ix) Proof of operation of eligible projects being claimed by the bidder.

All the documents mentioned above shall have to be scanned and uploaded, and the original Physical copy of the same shall be sent, in a sealed envelope as mentioned in this tender document, to the office of The General Manager, Delhi Tourism and Transportation Development Corporation Ltd., 18-A, DDA - SCO Shopping Complex, Defence Colony, New Delhi - 110024 so as to reach before the Bid Due Date.

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and Tender fees placed in the envelope are found in order.

The Bid Security shall be deposited in the form of Demand Draft in favour of DTTDC Ltd. The undersigned reserves the right to reject any or all the tenders without assigning any reason.

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

**The General Manager
DTTDC LTD.**

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

1. **Payment of cost of Tender documents:** - The collection of cost of Tender documents shall be through demand draft in favour of DTTDC. The demand draft shall be submitted in original with other documents in the office of The General Manager, DTTDC. The scan copy of the demand draft must also be uploaded electronically with all other requisite documents. The bidders can view / download the tender documents, from the <https://govtprocurement.delhi.gov.in>.
2. **Submission of Bids:** The bidders who are desirous of participating in 'e' tendering shall submit their Commercial Proposal in the standard formats prescribed in the Tender documents, displayed at <https://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents etc., in the <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.

Submission of all the 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 of Technical Proposal and Physical copy of the same, Physical copy will prevail. In case of ambiguity in information provided in electronic copy of Financial Proposal and Physical copy of the same, the DTTDC will have full discretion to take a decision which includes rejection of bid.

3. **Payment of Bid Security:** The Bid Security shall be in the form of DD issued by a nationalized/scheduled bank issued in favour of **DTTDC Ltd.** have to be submitted.
4. **Financial Proposal Opening:** The Financial Proposal will be opened online by the General Manager, DTTDC at the specified date & time and the result will be displayed on the <https://govtprocurement.delhi.gov.in> which can be seen by all the bidders who participated in the tenders.
5. **Processing of Tenders:** DTTDC will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder.
6. **Payment of performance Guarantee:** The Security Deposit Amount to be paid to DTTDC by the successful bidder shall be equivalent to 5 (five) months license

fee as quoted by him in submittal 7 for his proper performance of the contract. This guarantee shall be in the form of Bank Guarantee of any nationalized/scheduled bank as per the format specified in Schedule B of this agreement. Bank Guarantee issued by a cooperative bank is NOT ACCEPTABLE.

7. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:
 - (i) Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.
 - (ii) Bidders can see the process online.
8. **Signing of agreement:** After the award of the contract, an agreement shall be signed as done in conventional Tenders

INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS

1. The bidders should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications etc. contained in the Tender document very carefully, before quoting the rates.
2. Any person who submits a bid shall fill up the uploaded financial proposal format, stating his offer. Financial Quotes, which are submitted in a format other than that provided will be liable for rejection of whole bid without assigning any reason.
4. The Tender document consisting of terms and conditions, various formats needed to be uploaded and other necessary documents can be seen on website <https://govtprocurement.delhi.gov.in>. Bidders are advised to visit the project site, read all the Tender conditions carefully and obtain all necessary information regarding the work before quoting their rates.
5. After submission of the bid the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
6. While submitting the revised bid, Bidder can revise the Commercial Proposal any number of but before last time and date of submission of bid as notified.
7. The Bidder shall quote his rates keeping in mind the specifications, terms & conditions and special conditions, if any.
8. In the event of the bid being submitted by a firm, it must be signed by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the bid.
9. The bidder shall submit the Commercial Proposal considering all Taxes.

BID DOCUMENT FOR APPOINTMENT OF AGENCY FOR PROVIDING MANPOWER FOR OPERATION & REGULATION OF PARKING ZONES AT JANAKPURI DILLI HAAT

1. GENERAL INSTRUCTIONS TO BIDDERS

1.1. Introduction of DTTDC

Delhi Tourism and Transportation Development Corporation (DTTDC) came into its existence on 12th December, 1975 under the aegis of Government of National Capital Territory (NCT) of Delhi with an object of developing tourism and carrying out other tourism related activities within the ambit of its Memorandum of Association. Ever since its inception DTTDC has undertaken multifarious activities like setting up and operation of Garden of Five Senses, DilliHaats, Coffee Homes, Canteens, \Providing of Outdoor Catering Services, Memorials, Production of Tourist Literature, Dissemination of Tourism Information, Operation of Tourism/Travel Counters, Providing of Tours & Transport Services, Adventure Sports activities, Development of Lakes and Camping Sites, Construction of Bridges, Fly-over, Underpasses and such other Infrastructural projects, Organizing of Regular Fairs & Festivals, Registration of Paying Guest Accommodation etc.

The DTTDC had also provided its services for the Transport arrangements during the Asian Games 1982 and has coordinated in organizing the Cultural programs during the recently concluded Commonwealth Games. In the past it has also organized Mega International Events like, Russian Festival, French Festival, Setting up of a Temporary DilliHaat at London. The Annual Turnover of the DTTDC is above Rs. 1200 Crores.

1.2. Project Information

As a part of DTTDC endeavor to promote an exposition of Indian Art, Crafts, Culture & tradition and to provide a different and joyful environment to visitors, DTTDC has mooted the concept of develop "DilliHaat" at various locations in Delhi. Presently, two "DilliHaat" (INA Market, Pitampura) are operational & "DilliHaat" (Janakpuri) started its operation from July 2014.

Through this Bid Document, DTTDC intends to select an *"Agency for Providing Manpower for Operation & Regulation of Parking Zones"* for its *"Janakpuri Dilli Haat"* (hereinafter referred to as *"Project"*). The project has been identified as the Mega Project by the Ministry of Tourism, Government of India.

DTTDC is the owner, promoter & developer of the project which is spread across 8 acres of land and having following major components:

- | | |
|-------------------------|----------------------------|
| ✓ Craft stalls | ✓ Dormitory |
| ✓ Open Platforms | ✓ Café in basket |
| ✓ Exposition halls | ✓ Music centre & Museum |
| ✓ Air Conditioned Shops | ✓ Auditorium |
| ✓ Book Stalls | ✓ Fine Dining restaurant & |
| ✓ Amphitheatre | banquet hall |

As a part of development & operation strategy, DTTDC would appoint agency for providing integrated facility management services and among other services, "Parking Operation & Management Agency" shall have to coordinate with "Facility Management Agency" for smooth operation & management of parking zones. The project site will be provided to the successful bidder on "As is Where is" basis.

The scope of work along with area of operation for such agency has been set in at Clause 2.

1.3. Bidding Process

1.3.1. Availability of Bid Documents

Bid documents are available for download on the website www.delhitourism.gov.in OR [https://govtprocurement .delhi.gov.in](https://govtprocurement.delhi.gov.in) after paying necessary Tender Fees.

1.3.2. Bidding Schedule

| | |
|---------------------------------|--|
| Sale of Bid Document | From 29 th December 2014 to 19 th February 2015 |
| Pre Bid Meeting | 19/1/2015 at 12:30PM |
| Last date of submission of Bids | On or before 19/2/2015 at 3:00 PM |
| Opening of Technical Bids | 19/2/2015 at 3:30 PM |
| Opening of Commercial Proposals | The date will be communicated to the bidders subsequent to the evaluation of technical bids. |

1.3.3. Offer

DTTDC invites sealed Bids from interested & eligible Agencies under three envelope system to provide Manpower for Operation & Regulation of parking zones at "Janakpuri Dilli Haat". Interested parties may participate in the Bid process as per the instructions given in this document. The work will be awarded to the successful Bidder on the basis of the rates/amount quoted.

1.3.4. Period of Appointment

The Agency will be appointed initially for a period of 2 (two) years from the date of start of the services. This Period of Appointment may be extended, upon satisfactory performance, for a period of upto 2 (two) years on same terms and conditions.

1.3.5. Tender fee

Every bidder is required to pay non-refundable tender fees of Rs. 5,250/- (Rupees Five Thousand Two Hundred Fifty Only) inclusive of 5% VAT by way

of Demand Draft / Pay Order issued by nationalized scheduled bank payable in Delhi in favour of "Delhi Tourism and Transportation Development Corporation Limited". However, if bid document is downloaded from the website, Bid proposal must also be accompanied by the necessary tender fees. Bid Proposal shall be considered invalid without tender fees.

1.3.6. Earnest Money Deposit

- 1.3.6.1.** Earnest Money Deposit (EMD) amounting to Rs. 1,00,000/- (Rupees One Lakh only) by way of Demand Draft / Pay Order issued by nationalized scheduled bank payable in Delhi in favour of "Delhi Tourism and Transportation Development Corporation Limited".
- 1.3.6.2.** The EMD of the unsuccessful bidder will be returned within a period of 30 days from the date of signing the Agreement with the successful bidder.
- 1.3.6.3.** The EMD amount shall be forfeited if the bidder withdraws its proposal before the Proposal Validity period, or fails to adhere to conditions of this bid.
- 1.3.6.4.** The EMD amount shall be forfeited if the successful bidder fails to pay Performance Security Deposit and sign Agreement with the DTTDC within the prescribed time frame.
- 1.3.6.5.** The EMD must be valid for a period equivalent to the bid validity period mentioned in clause no. 1.3.8 of the bid document.

1.3.7. Pre Bid Conference

- 1.3.7.1.** A pre bid meeting open to all bidders who desire to bid for the Project will be held on 19th January 2015 at 12:30 PM in the office of the General Manager, DTTDC. The bidders will have an opportunity to obtain information/ clarifications regarding the project and the conditions in the Bid Documents. For bidder's representatives, it would be required to furnish a letter of authorization from the actual bidder at the pre bid meeting as a proof of representation.
- 1.3.7.2.** The bidders are requested to forward their queries in writing to the General Manager, Delhi Tourism and Transportation Development Corporation on or before 4:30 PM on 19th January 2015.
- 1.3.7.3.** The bidders will also be free to ask for any additional information or clarifications in writing during the pre-bid meeting and the reply will be given by the General Manager, Delhi Tourism and Transportation Development Corporation.
- 1.3.7.4.** Based on the written queries sent by the bidders before the pre-bid meeting and raised during the pre-bid meeting, a Common Set of Deviations shall be issued which shall form part of the Bid Document (which will be common and applicable to all bidders irrespective of whether the bidder has attended the Pre Bid Meeting or not). Response to queries/ addendums (if any) will also be

uploaded on www.delhitourism.gov.in or <https://govtprocurement.delhi.gov.in>. Bidders are requested to follow the website during the tender process.

1.3.7.5. The offers submitted by the bidders shall be based on the Bid Documents and Common Set of deviation issued. Bidders are cautioned that the offers containing any deviation from the contractual terms and conditions of contract specifications and other requirements relating to the project(s) specified in the Bid documents shall be liable to be summarily rejected.

1.3.7.6. Failure to attend the pre-bid meeting will not be a cause for disqualification of a bidder.

1.3.8. Validity of Offer / Bid

1.3.8.1. Completed bids in the prescribed formats with requisite submittals, annexures should indicate that the bid would remain valid for a period of 120 days from the date of submission of the bid. DTTDC reserves the right to reject any bid that does not meet this requirement.

1.3.8.2. In exceptional circumstances, prior to the expiry of the bid validity period, DTTDC may request the bidder in writing to extend the period of validity for a specified additional period. A bidder may refuse the request and in that case will be considered as withdrawn, without forfeiting his EMD, but a bidder accepting the request will not be allowed to modify his bid but will be required to extend the validity of the bid for the period of extension.

1.3.9. Nodal Officer of DTTDC

All the communication in all matters regarding this project including pre-bid queries shall be forwarded to the Nodal officer as appointed by DTTDC. The Nodal officer shall act as a single window for the bidder and shall be responsible for all the matters related to this work. The Nodal officer for this tender will be

Mr. Rajkumar Sharma,
Chief Manager (DHJP),
Dilli Haat Janakpuri, ,
Opposite Virendra Nagar, Lal Sai marg,
New Delhi - 110054
Phone: +91-11-25612181
Email: dhjpdelhitourism@gmail.com

DTTDC will not respond or take cognizance of any communication received from the date of submission of Tender except those that are received in response to specific DTTDC queries.

1.3.10. Cost of Bid Preparation

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the DTTDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.11. Preparation of Bids

- 1.3.11.1.** Bids shall be submitted in the prescribed bid submittals as per Submittals 1 to 7 and Annexure.
- 1.3.11.2.** In the event that the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each page must be numbered consecutively and should be duly signed & stamped with company seal.
- 1.3.11.3.** The bid proforma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.
- 1.3.11.4.** The Bidders are advised in their own interest to ensure that all the submittals, other relevant information etc. required by this bid is compiled & submitted along with this bid failing which the bid is liable to be rejected.
- 1.3.11.5.** The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by DTTDC. The bid papers, dully filled in and complete in all respects shall be submitted together with requisite information and Annexures/Submittals. It shall be complete and free from ambiguity, change or interlineations.
- 1.3.11.6.** The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 1.3.11.7.** The power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid in the prescribed annexure as may be applicable. DTTDC may reject outright any bid not supported by adequate proof of the signatory's authority.
- 1.3.11.8.** The Bidder shall have to give a certificate in its offer, that the terms and conditions, as laid down in this bidding document are acceptable to it in totality.
- 1.3.11.9.** Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

1.3.11.10. The original bid should be signed manually by the authorized signatory(ies) of the bidder. The complete bid including the prices must be written by the bidders in indelible ink. Bids and/or prices written in pencil will be rejected.

1.3.12. Language & Currency of Bids

The Proposal and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

1.3.13. Manner of submission of bids

1.3.13.1. The bid submitted by the bidder shall comprise of three separate envelopes- **Envelope 1**, marked "Earnest Money Deposit and Tender Fee" containing EMD and Tender Fee, **Envelope 2**, marked "Technical & Financial Bid" containing Technical & financial details complete with all information, materials and Submittals requested throughout the bidding document. Financial details for the purpose of this envelope shall mean the financial status and capacity of the bidder to undertake the proposed project. **Envelope 3** marked "Commercial Proposal" shall contain commercial offer, along with all Submittals. All documents submitted vide **Envelope 1**, **Envelope 2** and **Envelope 3** will be signed and stamped by the authorized signatory of the bidder.

1.3.13.2. Envelope- 3, marked Commercial proposal will be as per Submittal 7, dully signed and stamped.

1.3.13.3. All these three Envelopes shall be sealed and then placed together in a fourth Envelope super-scribing the Name, Address of the bidder and the name of the project as it appears on the bid document.

1.3.13.4. The bid (all four envelopes) shall have to be addressed to the General Manager, Delhi Tourism & Transportation Development Corporation, New Delhi.

1.3.13.5. All the four envelopes shall have to be super scribed with following details along with the name & address of the bidder:

"Do not open except in presence of Evaluation Committee"

Name of the Project: Appointment of Agency to Provide Manpower for Operation & Regulation at Janakpuri Dilli Haat at Janakpuri, New Delhi

- 1.3.13.6.** The bidder should ensure that their offer is received before the expiry of the due date and time. Delayed offers shall not be entertained irrespective of any cause. The bid offered or received after the due date and time shall not be accepted or if inadvertently accepted, shall not be opened and shall be returned to the bidder unopened.
- 1.3.13.7.** All the documents shall have to be self attested by the authorized signatory.
- 1.3.13.8.** A summary of the mandatory submittals required for Envelope 1 & 2, is mentioned below. This summary is just indicative only and may not be exhaustive of all requirements of the bidding document, and the bidder should carefully review the bidding document to ensure that the submittals of the Envelope are as per the requirements of the bidding document.

Envelope 1: EMD & Tender Fees

Envelope 2: Technical and Financial bid;

- (1) Submittal 1, 2, 3, 4, 5, 6
- (2) Power of attorney in favour of authorized signatory
- (3) In case bidder is a partnership firm he must present partnership deed.
- (4) In case company is formed under company law - Memorandum of Association and Articles of Association.
- (5) Audited Annual Financial Statements including Balance Sheet and Profit & Loss statements for past five (5) years (FY 2013-14, FY 2012-13, FY 2011-12, FY 2010-11, FY 2009-10)
- (6) Proof of filling of Income Tax return for last five (5) years (FY 2013-14, FY 2012-13, FY 2011-12, FY 2010-11, FY 2009-10).
- (7) Original copy of the Bid Document along with common set of deviations duly initialed and stamped on each page.
- (8) Proof of experience of operating Parking.
- (9) Copy of PAN card, Service tax registration certificate, shop & establishment registration certificate, Profession Tax registration certificate, and any other registration certificate under any relevant act.

1.3.13.9. Place & Last date of submission

The bidder shall ensure that the offer is submitted online as well as in the Office of General Manager, DTTDC in form of hard copy on or before 3:00 PM of 19th February 2015. DTTDC shall not be responsible for any kind of delay. Delayed offers shall not be entrained irrespective of any cause. The delayed submissions after due date and time shall not be accepted and if inadvertently accepted, shall not be opened and shall be returned to the bidder unopened.

1.3.14. Bidder's responsibility

1.3.14.1. It would be deemed that prior to the submission of Proposal; the Bidder has made a complete and careful examination of:

- i. The Scope of services, terms and conditions and other information set forth in this Tender document and have sought all the relevant information necessary from appropriate sources for preparing the tender and entering into the contract.
- ii. The various aspects of the Project including, but not limited to the following
- iii. All other matters that might affect the Bidder's performance under the terms of this Tender, including all risks, costs, liabilities and contingencies associated with the project.
- iv. All proposals/ bids/offers will be signed by the bidder or the duly authorized signatory of the bidder.

1.3.14.2. DTTDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this bid document will be rejected.

1.3.15. Modification & withdrawal of Proposal not allowed

No Proposal shall be modified or withdrawn by the Bidder after the submission of bids on due date of submission of bids. Withdrawal of a bid during the interval between the due date of bid submission and date of expiry of the bid Validity Period would result in automatic forfeiture of the EMD.

1.3.16. Opening of Bids

1.3.16.1. Bids will be opened on 3:30PM, 19/2/2015 in the office of the General Manager, DTTDC and the following procedure shall be adopted for opening of the bids.

1.3.16.2. Envelope No.1& 2: Envelope No.1 of the bid will be opened first by the bid opening authority to verify the submission of EMD & Tender Fees as per requirements specified in bid documents. If found satisfactory then only, other submittals in Envelope 2 shall be opened & verified as per the requirements of the bid document. In case EMD & Tender fees are not meeting the specified requirement, the bidder will be disqualified from bidding process. If various documents contained in the Envelope 1 & 2 do not meet the specified requirements, a note shall be recorded accordingly by the bid opening authority and the envelope No.3 shall not be considered for opening. However, the right to ask for the missing/incomplete information is reserved by DTTDC. After opening of the envelope No.2, the bid evaluation committee of DTTDC shall first decide the qualification of the bidders on the basis of the information contained in Envelope No.2. The qualification criteria are mentioned in clause 1.4.

1.3.16.3. Detailed scrutiny of the components of the Envelope No.2 may take some time as it involves evaluating financial capabilities, technical capabilities, evaluation, references, past performance of the bidder, etc. and soundness of the technical proposal, and also asking for missing information, clarification or compliance with bid documents.

1.3.16.4. Envelope No 3 : Envelope No 3 of only those bidders who have fulfilled the requirements stipulated in Envelope No.1& 2 above shall be opened by the bid opening authority. A suitable date and time for the opening of Envelope No.3 will be intimated and it shall be opened in the presence of only those Bidders whose Envelope 3 is to be opened. The commercial proposal shall be read out to all the bidders or their representatives who will be present at the time of opening thereof.

1.3.17. Right of DTTDC

It may be noted that the DTTDC reserves the right to:

- Reject/accept or all the Bids without assigning any reason;
- Amend / delete / modify any of the provision of this bid document during the bidding process without assigning any reason ;
- Annul the bidding process without incurring any liability on any of the participants / bidders without assigning any reason thereof.

1.4. Eligibility Criteria

1.4.1. A Bidder can be an individual, trust, partnership firm, registered co-operative society, public or private limited company incorporated under provisions of Indian companies Act, 1956, *Joint venture / consortium is not allowed.*

1.4.2. The Bidder must have a valid Trade License, registration under shop & establishment Act from the relevant Central Government Authority or from the state Government Authority, whichever is applicable to conduct the Business undertaken by him, i.e. operation & Regulation of parking zones.

1.4.3. The bidder must have minimum 5 (five) years of experience in providing similar services for parking operation, maintenance, regulation for any Central / State Government Agency, Public Sector Organizations, Municipal Corporations, shopping malls / commercial complexes etc.

1.4.4. The Bidder must have successfully executed at least 5 (five) parking operation & maintenance contract during last 3 (three) years:

1.4.5. Any Central / State government department or public sector undertaking must not have banned business with the bidder as on the date of bid submission. Also no work of the bidder must have been rescinded / abandoned for non performance by the bidder, by any Central / State government department or public sector undertaking after award of contract during last 7 years due to non-performance. The bidder should submit undertaking to this effect in Form of Tender.

1.4.6. A bidder shall submit only one bid in the same tendering process. The bidder who submits or participates in, more than one bid will cause all of the bids in which the bidder has participated to be disqualified.

1.5. Joint venture / Consortium

1.5.1. Joint venture / Consortium are *Not Allowed* to bid for this work.

1.6. Evaluation Process

1.6.1. Bidders should quote license fees in Indian Rupees only inclusive of all taxes, duties, levies, insurance, transportation etc., applicable for complete scope of work as per price Schedule at Submittal 7 provided with the bid document.

1.6.2. Bids shall be evaluated on basis of the total evaluated value as per quoted license fees for the services mentioned in Scope of Work for the contract period of two years. The total fess as per Submittal 7 as per the details mentioned therein, will be taken into consideration for evaluation purpose.

1.7. Submission of Performance Security

1.7.1. The bidder whose bid has been accepted shall have to deposit with the DTTDC within 20 days from the date of issue of LOI & before the signing of the Agreement, Security Deposit amount as specified herewith either in FDR(having term equal to contract period) or by way of Demand Draft / Pay Order from Nationalized / Scheduled Bank till the project completion period.FDR / DD / PO of Co-operative Banks & other non-scheduled banks shall not be accepted.

1.7.2. The Security Deposit Amount to be paid to DTTDC by the successful bidder shall be equivalent to 5 (five) months license fee as quoted by him in submittal 7.

1.7.3. All Compensations or other sums due and payable to DTTDC by the agency under the terms of this contract may be deducted from this security deposit or from any sums which may be due to him or may become due to him on any account by the DTTDC.

1.7.4. DTTDC shall not pay any interest on the amount of Security Deposit paid by the agency whether paid in cash or otherwise.

- 1.7.5. The security deposit shall remain with the DTTDC during the contract period, including extensions, if any. The security deposit shall be a security cover for due observance and performance by the agency of all the terms and conditions contained in the Agreement.
- 1.7.6. In case any amount is adjusted by DTTDC from the security deposit, the agency shall be required to ensure that amount of security deposit mentioned in clause 1.7.2 is restored within 20 days from such adjustment.
- 1.7.7. In case the agency fails to restore the desired security deposit amount within prescribed period, DTTDC reserves the right to adjust / deduct such amount from any dues payable to the agency arising out of this contract or any other contract with DTTDC.
- 1.7.8. The security deposit shall be returned to the agency the successful completion of work after the contract period, including extensions, if any, after adjusting the dues payable to the DTTDC, if any.
- 1.7.9. The successful bidder can convert EMD into Performance security Deposit. However, if such EMD is less than requisite amount of Security deposit, the agency shall have to submit balance amount within 20 days from the date of issue of LOI.
- 1.8. Award of work**
- 1.8.1. After opening of Envelope No.3 the commercial proposal shall be evaluated on the basis of the aggregate amount quoted by the bidders therein. The most beneficial offer from the point of view of DTTDC shall be considered for acceptance.
- 1.8.2. The selection of successful bidder shall be based on the "Highest License Fee" basis. However, the right to reject/accept any or all the bids without assigning any reason whatsoever is reserved by the General Manager, Delhi Tourism & Transportation Corporation, New Delhi.
- 1.8.3. To assist the examination, evaluation of bids, DTTDC may ask bidder for further clarifications of the bid including break up of cost of etc. such request shall be in writing and the response thereto shall also be in writing. After opening the bid no information relating to examination, clarification, evaluation and composition of bids and recommendations concerning the award of contract shall be disclosed to the bidder or other persons.
- 1.8.4. Notwithstanding anything contained in these instructions the corporation, reserves the right to accept or reject any bid and to annul or suspend the bidding process and reject all the bids at any time prior to the award of the contract

without there by incurring any liability of costs to the affected bidders and without any obligation to inform the affected bidder, the grounds for corporation action. However, if all the bidders are found non-competitive, then all the bidders shall be rejected.

- 1.8.5. The right to negotiate with any of the bidders whose offer has been found to be responsive and attractive to the DTTDC is reserved with DTTDC.
 - 1.8.6. The acceptance of the Bid shall be communicated to the successful bidder in writing either by the nodal officer of DTTDC authorized to do so. The bidder shall then be asked to pay the performance security deposit as mentioned in Clause 1.7 as well as the sign the Agreement with DTTDC within 30 days of DTTDC communicating the award in writing. In the event of failure of the successful bidder to sign the Agreement within the stipulated time frame, he would be disqualified and his EMD / Performance security will be forfeited. Subsequently the next most competitive bidder would be invited for negotiation/undertake the project or the General Manager, Delhi Tourism & Transportation Corporation, New Delhi reserves the right to take decision as deemed fit in the interest of the project.
 - 1.8.7. The agreement comprises the original copy of the bid documents including common set of deviations, revisions, amendments, correspondence with and by DTTDC and the form of agreement duly signed by the bidder on all the pages. Bidders are requested to follow the website during the tender process.
- 1.9. **Corrupt or Fraudulent Practices**

It is required that the Bidders observe the highest standard of ethics during the Bidding process. In pursuance of this policy, the DTTDC:

- a) Defines, for the purposes of this provision, the terms below as follows:
 - i. **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Bidding process or in the execution of any Agreement with Granter, or bringing political pressure.
 - ii. **“Fraudulent practice”** means a misrepresentation or suppression or omission of facts in order to influence the Bidding process or in the execution of any Agreement with DTTDC to the detriment of DTTDC, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to deprive DTTDC of the benefits of free and open competition.
- b) DTTDC will reject the bid, at any stage, if it determines that the Bidder recommended or selected has engaged in corrupt or fraudulent practices

during bidding process.

2. SCOPE OF WORK

A. Area of Operation

Total Area of Parking Zones at Dilli Haat Janakpuri is approximately **6212.35Sq.Mtr**
Total Capacity of Parking Zones for Operation & Regulation of Parking Zones by the manpower of the agency at Janakpuri Dilli Haat is **225 Cars, 137 Two Wheeler Vehicles and 3 Buses**, details of which are mentioned as below:

| J. PARKING CAPACITY | | | | | | |
|----------------------------|--|--|-----------------------|-------------|---------------------|--------------|
| S.No. | Items | Type | Total Capacity | Cars | Two Wheelers | Buses |
| 1 | Near STP | Car Parking (Surface) | 74 | 74 | 0 | 0 |
| 2 | Car Parking for Handicapped | Car Parking (Surface) | 34 | 34 | 0 | 0 |
| 3 | Bus Parking | Bus Parking (Surface) | 3 | 0 | 0 | 3 |
| 4 | Between Meter room and Expositon Hall | Car Parking (Surface) | 34 | 34 | 0 | 0 |
| 5 | Between Exposition Hall and Auditorium | Car Parking (Surface) | 26 | 26 | 0 | 0 |
| 6 | Basement Parking | Car And Two Wheeler Parking (Basement) | 194 | 57 | 137 | 0 |
| J. | Total Parking Capacity | | 365 | 225 | 137 | 3 |

2.1. General instructions regarding scope of work

1. The Agency shall deploy all manpower at the Janakpuri Dilli Haat premises in the manner and as per the instructions of the DTTDC.
2. The Agency shall ensure that all personnel are fully conversant with the premises and with the activities carried out at the Janakpuri Dilli Haat Premises and its related manpower requirements.
3. The DTTDC shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Agency reserves the right to

remove the personnel with prior permission of to the DTTDC, emergencies, exempted.

4. The Agency shall provide detailed list of personnels, manager & nodal officer etc. who will be deployed at the project site along with name, address, and other contact details.
5. The Agency shall cover its personnel for personal accident and/ or death while performing the duty.
6. The Agency shall exercise adequate supervision to ensure proper performance of services in accordance with the requirements.
7. The Agency shall issue identity cards / identification documents to all its employees who will be instructed by the Agency to display the same at all times. All the deployed personnel of the agency shall have to wear uniform.
8. The personnel of the Agency shall be subject to detailed direction and control of the Agency and in relation to manner and model of performance of duties, as agreed vide this agreement.
9. The personnel of the Agency shall not be the employees of the DTTDC and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Agency shall make them known about this position in writing before deployment under this agreement.
10. The Agency shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.
11. All the records such as vehicle registers, tokens, if any, etc. shall be handed over to the designated officer of DTTDC, after the expiry of the License period. The Agency will write the time of entry and exit of the vehicle on the parking ticket and on the counterfoil. The counterfoils will be maintained by the contractor for the entire period of the contract and it will be produced as and when required by any authorised representative of DTTDC.
12. The Agency shall utilize the license-hold premises only for the purpose(s) for which it has been allotted. Otherwise the license shall be liable for termination.
13. No structure of permanent nature will be allowed to be constructed on the subject land allotted on license basis under any circumstances.
14. DTTDC will provide leveled land, electricity connection and water & sanitation facilities.

15. The Agency shall be responsible for payment of any loss / damage to any property by any act / omission of its employees / staff. Necessary deduction will be made from its Performance Security Deposit if any such loss / damage have happened.
16. The Agency or any of its deputed personnel shall not charge any parking fees/charges from the vehicles belonging to the staff / employee of the DTTDC on the basis of the Identity card issued by the Authorised official of the DTTDC in this respect.
17. All the decisions, directives issued by the General Manager, DTTDC will be final & applicable.
18. *Activities mentioned hereunder are not exhaustive and the agency shall have to carry out the Operation & Regulation of Parking Zones as per the good industry practices and standard operating procedures.*

2.2. Development of parking area

Scope of work under *Development of parking area* includes but not limited to:

- Proper earmarking of entry & exist gates in consultation with Officials of DTTDC, Facility Management Agency & other agencies involved.
- Maintain such boundary wall, pillars or fencing in good and proper condition during the said term and shall have to ensure that no other person or party encroach upon any portion of the land.
- Marking of dedicated space for parking for respective class of vehicles in consultation with Officials of DTTDC, Facility Management Agency & other agencies involved.

2.3. Deployment of Man-power

Scope of work under *Deployment of Man-power* includes but not limited to:

- Adequate man-power should be deployed for following functions but not limited to:
 - Managing entry & exist of vehicles at entry & exist gates respectively.
 - Registering vehicles & maintaining necessary records recording the details such as but not limited to the Vehicle No., Entry / Exit date & time etc.
 - Providing tokens to the driver of the vehicle and receiving token from the driver at the time of exist.
 - Providing necessary information or direction for vehicle movement within the parking area.
 - Proper parking arrangement of different class of vehicles separately.
 - Providing security to vehicles during the contract period.

- Manpower so provided shall work in shifts with a single shift no longer than 8 hrs at a stretch
- Timing of shift for reporting of man power at the project site is as follows:
 - 1st Shift: 9:00 AM to 5:00 PM
 - Noon Shift: 5:00 PM to 12:00Midnight

2.4 Other Activities

Scope of work under *Other Activities* include but not limited to following:

- Ensuring that every vehicle is registered & properly checked & frisked.
- Ensuring that all vehicles are properly parked in a systematic manner.
- Ensuring that parked vehicles are not hindering the pedestrian walkways, movement of utility vehicles etc.
- Wherever necessary co-ordinate and co-operate with the Facility Management Agency, security agencies and authorities.

3. GENERAL CONDITIONS OF CONTRACT (GCC)

3.1. Infrastructure Services provided to the agency by DTTDC

- 3.1.1. A small rent free bare shell office space
- 3.1.2. Power & water for the usage of agency office without charging.
- 3.1.3. A central store room for keeping consumables / Tools etc.
- 3.1.4. Notice boards / key Boards at Reception / BMS Control Room.

3.2. Confidentiality

- 3.2.1. The Agency shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the DTTDC's / Janakpuri Dilli Haat's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the DTTDC / Janakpuri Dilli Haat. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of DTTDC's information.

If the Contractor receives enquiries from Press/News/Media/Radio/Television or other bodies/persons, the same shall be referred by the Contractor to DTTDC immediately on receipt of such queries.

3.3. Notice to Proceed

After the signing of agreement between DTTDC & the agency, DTTDC shall issue the Letter of commencement of work, to the Agency authorizing him to start the work. It is clarified that the agency shall have to sign the agreement within the

prescribed time period mentioned in this bid document. Date of issue of Commencement letter shall be effective date for the start of the contract period.

The Agency is required to take possession of the site from the date of issue of Letter of Commencement. In case the Agency does not take possession of site, then the security deposit will be forfeited by DTTDC and no claim, compensation, or even correspondence will be entertained on this account.

3.4. Parking Charges

Maximum parking charges that can be collected at the Janakpuri Dilli Haat is tabulated as below. The Agency is not entitled to collect parking charges in excess of the following:

| Type of Vehicle | Rate in Rs. Per Vehicle | | |
|------------------|-------------------------|------------|------------------|
| | Upto 3 hrs. | 3 - 5 hrs. | More than 5 hrs. |
| Cycles | 2/- | 5/- | 10/- |
| 2 wheeler | 20/- | 30/- | 40/- |
| Auto rickshaw | 20/- | 30/- | 40/- |
| 4 wheeler / Taxi | 30/- | 40/- | 60/- |
| Tourist Buses | 150/- | | |

- 3.4.1. Parking is strictly prohibited for heavy transportation vehicles except for tourist buses & coming as utility vehicles in the premises for the loading & unloading of consumables, materials etc. to be used in the premises. Night parking is also strictly prohibited.
- 3.4.2. The rates, charges and vehicular composition are subject to change/ revision upwards or downwards as per direction of the authorized Official of DTTDC.
- 3.4.3. The Agency shall not to seek any claim, damages, compensation or any other consideration whatsoever, on account of upward or downward revision of parking charges by the licensor.
- 3.4.4. The Agency will at all times display the rates and timing of parking at a prominent location at the entry of the parking sites.
- 3.4.5. The Agency will also enter the number of the vehicle and time of entry in the parking ticket and also in the stub maintained by him / her / themselves.

3.5. Agency's Obligations

- 3.5.1. The Agency shall provide services at Janakpuri Dilli Haat premises as per Schedule of Work/ Requirements which may be amended from time to time by the DTTDC during the Contractual period and it shall always form part and

parcel of the Contract. The Agency shall abide by such assignments, instructions as provided by the DTTDC from time to time.

- 3.5.2. The Agency shall provide services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Agency and the DTTDC shall not in any manner be liable. All statutory liabilities to the deployed personnel shall be paid by the Agency.
- 3.5.3. The DTTDC shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Agency reserves the right to remove the any personnel with prior intimation to the DTTDC, emergencies, exempted.
- 3.5.4. The Agency shall cover its personnel for personal accident and death whilst performing the duty and the DTTDC shall own no liability and obligation in this regard.
- 3.5.5. The Agency shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with requirement of this contract.
- 3.5.6. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the DTTDC.
- 3.5.7. The Agency shall not employ following persons on work.
 - Any minor person (Child labour)
 - any person having age of more than 58 years
 - any pregnant woman
 - any person with criminal background

3.6 Agency's Liability

- 3.6.1. The Agency shall completely indemnify and hold harmless the DTTDC and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Agency or any of its employees engaged in the provision of the services to the DTTDC.
- 3.6.2. The Agency shall not be liable in anyway whatsoever and the DTTDC hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure,

corruption or alteration of Electronic Data was due to the negligence or default of the Agency or any of its employees engaged in the provision of manpower Services to the DTTDC.

- 3.6.3. The bidder shall not assign, transfer or subcontract any of its rights and duties under the contract except as provided without the prior approval of the DTTDC.

3.7 DTTDC's Obligations

- 3.7.1. Except as expressly otherwise provided, the DTTDC shall, at its own expense, provide timely all the required facilities at the location(s) where the Services are to be provided required enabling Agency's employees to carry out the Services.
- 3.7.2. The DTTDC shall comply with and fulfill the recommendations (if any), if deemed necessary by the DTTDC, made in writing by the Agency in connection with the performance of the Services. The DTTDC shall notify the Agency of any dishonest, wrongful or negligent acts or omissions of the Agency's employees or agents in connection with the Services as soon as possible after the DTTDC becomes aware of them.
- 3.7.3. To enable the Agency to provide the services, the DTTDC shall ensure that their staff is available to provide such assistance.
- 3.7.4. The DTTDC shall not be under any obligation for providing empanelment to any of the personnel of the Agency after the expiry of the contract. The DTTDC does not recognize any employee employers relationship with any of the workers of the Agency.

3.8 Validity of Contract

The contract, if awarded, shall be initially for a period of two years from the date of issue of commencement letter subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the DTTDC shall have the right to terminate the contract by giving a notice of 30 days in addition to forfeiting the performance security amount deposited by the Agency and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of DTTDC. The initial period of two year can be further extended upto two years, subject to satisfactory services at the sole discretion of the office of the DTTDC.

3.9 Payments

- 3.9.1. The Agency would be required to make payment of license fee in advance on monthly installment basis by the 10th of every month called due date vide a demand draft only (on scheduled commercial bank) drawn in favour of "Delhi Tourism & Transportation Development Corporation Limited". In case of failure

to deposit the license fee in time, interest @ 24% p.a. will be leviable from the due date of the deposit until the date of deposit. In case of delay up to 14 days, interest shall be payable for 15 days and for delay more than 15 days (up to 30 days), interest payable shall be for one month. Further in case, the license fee along with the interest due is not paid within 30 days of the due date, the license shall be deemed to be cancelled. The first month's advance shall be required to be deposited within 7 (Seven) days from the date of issue of the commencement letter.

- 3.9.2. If the Agency fails to pay license fee in time for 4 (four) months at a stretch, the license shall stand cancelled, and the interest free security deposit shall stand forfeited in favour of the licensor (DMRC Ltd). Also on such cancellation of the license, the Agency shall quit immediately and licensor shall be entitled to allot it to the next highest tenderer or to re-tender the licensed site.
- 3.9.3. License fees shall be escalated by 10% for the next year on monthly basis i.e. after completion of everyone year of services.
- 3.9.4. After expiry of the initial period of the Contract of two years and if the Contract is renewed by the DTTDC, the Agency shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 3.9.5. All payments shall be made in Indian Currency by means of an Account Payee Cheque / Demand Draft.

3.10 Recovery of Cost

- 3.10.1. In case Company is required to make alternate arrangements in emergencies, due to dissatisfaction of the services provided by the Agency on any occasion, the entire cost of such services obtained on that occasion by the DTTDC shall be fully recovered from the Agency's Security Deposit plus service charge of 10%.
- 3.10.2. The cost of any equipment, any item belonging to the DTTDC broken/damaged by the staff of the Agency (except due to normal wear and tear) will be recovered from the Agency's Security Deposit. The extent and cost or damage will be as decided by the DTTDC, which shall be final.

3.11 Penalty

- 3.11.1. Being major tourist attraction, highest reliable services is required to be maintained, if some system disruption is observed a penalty of Rs. 3,000/- per case or incident of system disruption may be imposed subject to maximum limit of 10% of Per Month License Fee.
- 3.11.2. Agency will accept penalty clause only in case of negligence attributable to the Regulation personnel at site on mutual consent and not for any other reason.

3.12 Force Majeure

3.12.1. Force Majeure Event shall mean any event or circumstance or combination of events and circumstances set out hereunder or the consequence(s) thereof which materially and adversely affect the Party claiming force majeure ("Affected Party") from performing its obligations in whole or in part under this contract.

- Acts of God, storm, cyclone, hurricane, flood, landslide, volcanic eruption, or fire (to the extent originating from a source external to the Project) affecting the construction of the Project.
- Radioactive contamination, ionizing radiation.
- Epidemic, famine
- Strikes, boycotts or other forms of labour unrest interrupting supplies and services (excluding strikes or boycotts by employees, agents or representatives of an Affected Party, or its contractor or attributable to any act or omission of any of them)
- Any failure or delay in performance by the Contractor, but only to the extent caused by another Force Majeure Event.
- Late delivery of machinery, equipment, material, spare parts or consumables for the project but only to the extent caused by another Force Majeure Event.
- An act of war (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/ explosion, politically motivated sabotage or civil commotion.
- Termination of Agreement between DTTDC & Delhi Development Authority (DDA) during the period of the contract or before 31st December, 2026, whichever is earlier.

3.12.2. Notice of Force Majeure Event:

The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event ("the Notice") as soon as the same arises or as soon as reasonably practicable and in any event within 7 (seven) days of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this contract.

The Notice shall inter-alia include full particulars of:

- the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
- the duration or estimated duration and the effect or probable effect which such Force majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under this contract;
- the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
- any other relevant information.

So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with written reports containing the information called for and any such information as the other party may reasonably request.

3.12.3. Period of Force Majeure

Period of force majeure shall mean the period from the time of occurrence specified in the notice given by the Affected Party in respect of the Force Majeure Event until the earlier of:

- expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with clause 3.10.4 ; or
- termination of the contract pursuant to clause no. 3.10.7 hereof

3.12.4. Performance Excused

The Affected party, to the extent rendered unable to perform its obligations under this contract as a consequence of the Force Majeure Event shall be excused from performance of its obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Provided further, nothing contained herein shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

3.12.5. Resumption of Performance

During the Period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this contract. The Affected party shall also make efforts to resume performance of its obligations under this contract as soon as possible and upon resumption shall notify the other Party of the same in writing. The other party shall afford all reasonable assistance to the Affected Party in this regard.

3.12.6. Costs, Revised Time Table:

- Each party shall bear its costs, if any, incurred as a consequence of the Force Majeure Event.
- The Affected party shall be granted by the other Party, extension of time specified in this contract for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the concession period by NWCMC in appropriate cases.

3.12.7. Termination Due to Force Majeure Event

If the period of Force majeure continues or is in the reasonable judgment of the Parties is likely to continue beyond a period of 180 days, the Parties may mutually decide to terminate this contract or continue this contract on mutually agreed revised terms.

3.13 Termination

This Contract may be terminated forthwith by either party by giving written notice of 30 days to the other if:

- 3.13.1. The other party is in material breach of its obligations under this Agreement and/or, in the case of such breach escapable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach;or
- 3.13.2. In case of breach of any of terms and conditions of the Contract by the Agency, the Competent Authority of the DTTDC shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the DTTDC and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
- 3.13.3. The Agency does not provide services satisfactorily as per the requirements of the DTTDC or / and as per the terms and conditions of contract. In that case nothing will be payable by the DTTDC and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
- 3.13.4. The Agency goes bankrupt and becomes insolvent.
- 3.13.5. Notwithstanding anything mentioned herein above, if the contract is terminated due to following acts of the agency, the agency shall not be entitled to any claim, damages, compensation or any other consideration whatsoever:
 - The agency is charging over and above the rates stipulated in the terms and conditions prescribed herein and modified from time to time
 - any misuse of the premises for other than parking usage
 - any criminal activity is carried out or allowed to be carried out from the said licensed parking spaces as may be determined solely by the authorised representative of DTTDC.
 - Deployment of child labour, pregnant woman, person having age more than 58 years & person with criminal background.

3.14 Disclaimer

The relatives / near relatives of employees of the DTTDC are prohibited from participation in this bid.

3.15 Insolvency

The competent authority of the DTTDC may at any time by notice in writing summarily terminate the contract without compensation to the Agency in any of the following events, that is to say:-

If the Agency being an individual or if firm, any partner in the Agency's firm, of if JV / consortium, any member of JV / consortium, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the Agency being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the Agency commits any breach of this contract not herein specifically proved for : Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the Agency shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

3.16 Indemnification

The successful bidder is solely liable to fully indemnify and keep DTTDC indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the DTTDC on account of acts of omission/commission attributable to the Agency and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. DTTDC shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Agency at any point of time.

- 3.17 The Agency shall maintain a personal file in respect of all the staff who is deployed in Janakpuri Dilli Haat premises. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

3.18. The Agency shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.

3.19. **No Assignment:** The bidder shall not assign, transfer or subcontract any of its rights and duties under this Tender except as provided without the approval of competent authority of DTTDC.

3.20. Statutory Clearances:

3.20.1. Procuring all the permissions/registrations/labor licenses etc. required from the statutory/regulatory/Civic Authority concerned required to carry out the services included in the scope of this bid. The Agency (i.e. Agency) must adhere to applicable provisions of the applicable laws and amendments thereto and also comply with all notices and circulars issued relevant government authority / regulator / Statutory / civil authorities and the administrating authority of DTTDC from time to time.

3.20.2. The agency shall abide by all the rules and bye-laws of the statutory and regulatory bodies such as MCD, Delhi Administration and other authorities in the matter of running the business and keeping the site in proper condition and also abide by the instructions as may be given by DTTDC from time to time. He shall also pay all municipal taxes / other local body taxes or fees as due.

3.21. Other Conditions

3.21.1. The tenderer / Agency shall have no right, other interest in the licensed parking site and the legal possession of the parking site, shall always continue to vest with DTTDC.

3.21.2. The licensed parking sites shall not be used or permitted to be used for any other purpose whatsoever except parking of cars, scooters, and cycles and for which authorization has been issued. The Agency will ensure that no buses, Heavy Transport Vehicles (HTVs) are allowed to park in the said parking site.

3.21.3. The use of the parking site by the Agency will be subject to the following restrictions:

- a) That the site is not to be used for parking heavy vehicles like truck and tempos etc.
- b) Arrangements for maintaining the parking site in a good state of functioning.
- c) Any physical damage or injury to the commuter / passenger / visitor or vehicle due to the lapses on the part of the Agency will be the sole responsibility of the Agency only and DTTDC will stand absolved of any obligations or liability towards the injured / damage.
- d) The Agency hereby also agrees to comply with all security instructions issued DTTDC or his duly authorised representative or Facility Management Agency.
- e) The Agency will strictly check thoroughly all vehicles entering the parking site with the help of under vehicle search mirror and must also check the luggage space of all vehicles. The Agency will strictly abide by and comply

with all security instructions as may be issued from time to time by DTTDC or Facility Management Agency or his duly authorised representative.

- f) h) The Agency hereby also agrees to fully comply with all instruction regarding fire fighting /hazard as may be issued by DTTDC or Facility Management Agency or his duly authorised representative.
- g) The Agency will provide unfettered access at all times to the site for inspection as may be desired by DTTDC or Facility Management Agency or his duly authorised representative.
- h) The repairing and servicing of vehicles in the parking area will not be permitted. Washing of vehicles in the parking area is also not permitted.
- i) The parking site will not be used for dumping used goods, rubbish etc. or for storage of goods etc.
- j) The Agency shall not permit the use of the parking site by hawkers, betel or cigarettes sellers, cold drinks and tea venders and all such other like activities.
- k) The parking site will not be used or permitted to be used by the Agency for exhibition/display or any hoarding advertisement etc. and no indecent obnoxious or such other activity as may cause nuisance/embarrassment to the general public shall be carried or permitted to be carried in the parking site and the decision of the General Manager, DTTDC, New Delhi in this regard shall be final and binding.

3.21.4. The Agency shall not object to any construction in or around the site that is considered essential by DTTDC.

SUBMITTALS

SUBMITTAL 1
Letter of Application

(To be submitted and signed by the Bidder's authorized signatory on bidder's letterhead)

Date:

To,

**The General Manager,
Delhi Tourism & Transportation Development Corporation,
New Delhi**

Name of the Work: *Appointment of Agency to Provide Manpower for Operation & Regulation of Parking Zones at "Janakpuri Dilli Haat"*

Dear Sir,

1. Being duly authorized to represent and act for and on behalf of.....(herein the Bidder), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for **"Providing Manpower for Operation & Regulation of Parking Zones at Janakpuri Dilli Haat"**, according to the terms & conditions mentioned in Bid Document issued by DTTDC.
2. Our Bid proposal (both technical bid and financial bid) as per the requisite format/s along with the supporting documents, duly filled and **signed on each page** is/are enclosed in separate sealed envelopes as specified.
3. The Earnest Money Deposit is enclosed in the Envelope 1 marked "Technical & Financial Bid".
4. DTTDC and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.
5. DTTDC and its authorized representatives may contact the following persons for any further information :
Name of the person (s): Address:
Phone: Fax:
6. This application is made with full understanding that:
 - a. Bids will be subject to verification of all information submitted at the time of Tendering.
 - b. DTTDC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
 - c. DTTDC shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

7. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this tender and project related information as required for the tender. We have also visited the project site where the services are to be provided for the assessment and have made our own due diligence and assessment regarding the project/work.
9. We agree to keep our offer valid for one hundred twenty (120) days from the date of submission of bids thereof and not to make any modifications in its terms and conditions, which are not acceptable to the DTTDC. Should this bid proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by DTTDC. We agree that, without prejudice to any other right or remedy, DTTDC shall be at liberty to forfeit the said EMD absolutely.

Authorized signatory
Name& Designation
Seal of Bidder
Place:

Encl:

1. The EMD/s of Rs.1,00,000/- (Rupees One Lakh only) in the form of Demand Draft/Pay Order bearing No. _____ drawn upon _____ (bank) dated _____.
2. Power Of Attorney for Signing of Application Board resolution authorizing the signatory (Suggested Format at Annexure 1).
3. Relevant Submittals / information as per the given Formats& other requirements of Bid Document.

SUBMITTAL 2 Structure And Organisation

| | |
|---|---|
| 1 | Name and address of Firm/ Lead Consortium Member |
| 2 | Description of the Bidder |
| 3 | Number of years in Operation and principal lines of Business |
| 4 | Experience (Brief details in line with eligibility criteria) |
| 5 | Names and details of associated companies (Parent/ Subsidiary/ Other) to be involved in the project |
| 6 | Names and Principals who will sign documents on behalf of the company |
| 7 | Name and address of Consortium partners (Applicable for a consortium/ JV bid only) |

Enclosures

1. Documents certifying Bidders legal status
2. Certificate of incorporation / Partnership deed / registration details
3. Power of Attorney in favour of the Authorized signatory
4. Latest Company brochures, if any

SUBMITTAL 3
List of Completed Work

Name of the Bidder:

| Sr no. | Name of work | Project Area | Year of completion of work | Contract Amount, Rs. | Duration of project | Name of Client / Authority certified the completion of work (along with postal address \, contact person, telephone numbers/website/email ID) | Credential / Proof enclosed |
|--------|--------------|--------------|----------------------------|----------------------|---------------------|---|-----------------------------|
| | | | | | | | |

Note:

- Separate sheet for each work along with Clients Certificate must be submitted.
- Enclose copies of certificates of clients / authorities indicating satisfactory completion of project/ works.

SUBMITTAL 4
List Of Works In Hand

Name of the Bidder:

| Sr no. | Name of work | Project Area | Year of Allotment of work | Contract Amount, Rs. | Duration of project | Name of Client / Authority certified the completion of work (along with postal address \, contact person, telephone numbers/website/email ID) | Credential / Proof enclosed |
|--------|--------------|--------------|---------------------------|----------------------|---------------------|---|-----------------------------|
| | | | | | | | |

Note:

- Separate sheet for each work along with Clients Certificate must be submitted.
- Enclose copies of certificates of clients / authorities indicating satisfactory completion of project/ works.

SUBMITTAL 5
Financial Statement

Summary of assets and liabilities on the basis of the audited financial statements for the last five financial years

Name of the Bidder:

Figures in Rs. Lacs

| Sr. No. | Description | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 |
|---------|--------------------------|---------|---------|---------|---------|---------|
| 1 | Total Assets | | | | | |
| 2 | Total Liabilities | | | | | |
| 3 | Net Worth | | | | | |
| 4 | Annual Turnover | | | | | |
| 5 | Depreciation | | | | | |
| 6 | Profit before Taxes | | | | | |
| 7 | Profit after Taxes (PAT) | | | | | |

Note:

1. Attach copies of audited financial statements of the last five financial years
2. Information provided in the format must be based on the audited financial statements and the above formats must be signed by Chartered Accountants.

SUBMITTAL 6

Information Regarding Current Litigation, Debarring/ Blacklisting, Expelling Or Abandonment Of Work during last 7 years

Name of the Bidder:

Name of the Member (In case of JV / Consortium):

| | | | |
|---|---|---|---------|
| 1 | A | Is the bidder or any of it JV members currently involved in any Arbitration/ Litigation related to any contract | Yes/ No |
| | B | If yes, give detail | |
| 2 | A | Has the bidder or any of its JV members been debarred/ expelled by any Government Agency, during the last 7 years | Yes/ No |
| | B | If yes, give details | |
| 3 | A | Has the bidder or any of its JV partner failed to complete any contract during the last 7 years due to any reason | Yes/ No |
| | B | If yes, give details | |

The bidder / JV member is required to fill up the accurate details of arbitration/ litigation during the last seven years with their outcome

| Details of dispute | Year | Award for / or against bidder | Name of client, cause of litigation & matter of dispute | Disputed amount |
|--------------------|------|-------------------------------|---|-----------------|
| | | | | |

Note:

- If any information in this schedule is found at a later date to be incorrect or concealed, participation of the bidder will be summarily rejected at any time.
- Separate sheet for every JV / consortium members must be submitted.

ANNEXURES

ANNEXURE 1

Format For Power Of Attorney For Signing Of Application
(On the Non Judicial Stamp paper of requisite amount)

KNOW ALL MEN by these presents that we,[name of the Company], a company incorporated under the Companies Act 1956, having its Registered Office at[Address of the Company] (hereinafter referred to as "Company"):

WHEREAS in response to the Bid Document for the Project (Providing Manpower for Operation & Regulation of Parking Area at Janakpuri Dilli Haat, New Delhi), the Company is submitting a Bid to DTTDC and is desirous of appointing an Attorney for the purpose thereof.

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (name and residential address) who is presently employed with us and holding the position ofas our true & lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project (Providing Manpower for Operation & Regulation of Parking Zones at Janakpuri Dilli Haat, New Delhi), that is to say:

To act as the Company's official representative for submitting the Bids for the said project and other relevant documents in connection therewith;

To sign all papers for pre-qualification, all bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To sign & submit tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

To sign and execute contracts relating to the Project, including variation and modification thereto;

To do all such acts deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

We hereby agree to ratify & confirm all acts, deeds and things lawfully done or caused to be done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

| | |
|--|--|
| The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of | |
|--|--|

| | |
|--|---|
| <p>Committee of Directors held on --- Day of -----, 2015 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</p> | <p>----- [name & designation of the person]</p> |
|--|---|

Accepted
(Signature) (Name, Title and address) of the Attorney

In the presence of :

Witness 1.

Signature
Name
Address

Witness 2.

Signature
Name
Address

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE 2

Affidavit

(To be given separately by the Bidder on Stamp Paper of requisite amount)

I, S/o, resident of, the(insert designation) of the(insert name of the bidder), do solemnly affirm and state as follows :

1. I say that I am the authorised signatory of(insert name of company) (hereinafter referred to as "Bidder") and I am duly authorised by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I say that I have submitted information with respect to our bid for Providing Manpower for Operation & Regulation of Parking Zones at Janakpuri Dilli Haat (hereinafter referred to as "Project") for DTTDC and I further state that all the information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DTTDC to verify our credentials/information provided by us under this tender and as may be deemed necessary by DTTDC.
4. I say that if any point of time including the contract period, in case DTTDC requests any further/additional relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DTTDC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our tender/bid shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the tender document have been understood, accepted & duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at, on thisday of.....,2014.

DEPONENT

**ANENXURE 3
DRAFT LICENSE AGREEMENT**

This agreement made at _____ on this ____ day of _____ 2014

BETWEEN

The General Manager , **Delhi Tourism and Transportation Development Corporation, New Delhi** herein after referred to as “**DTTDC**” (which expression shall unless repugnant to the context or meaning thereof shall include its administrators, successors and assigns) of **One part**

AND

M/s _____, a Proprietary Firm / Registered Partnership Firm / Companies registered under The Companies Act, 1956 having the Principal Place of Business _____ herein referred to as “**the Agency**” through its authorized signatory Mr. _____, age __, Resident of _____, an Indian Inhabitant (which expression shall unless repugnant to the context or meaning thereof shall include its administrators, successors and assigns) of the **Second part**

(Each of the parties of the **FIRST & SECOND PART** is individually referred to as a “**Party**” and collectively to as the “**Parties**”).

WHEREAS the DTTDC is the owner & developer / promoter of the “Janakpuri Dilli Haat” at Janakpuri, New Delhi.

AND WHEREAS the DTTDC is desirous of undertaking Operation & Regulation of Parking Zones at the Janakpuri Dilli Haat, New Delhi & intends to appoint Operator to provide manpower to carry out the services (as defined in the Bid Document).

AND WHEREAS the DTTDC invited Bids vide Notice Inviting Tender (herein after referred to as NIT) No. _____ dated _____ for undertaking the work of “**Providing Manpower for Operation & Regulation of Parking Zones at Janakpuri Dilli Haat**” hereinafter referred to as “**the Project**”.

AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Documents for providing manpower for operation & Regulation of parking zones in the Janakpuri Dilli Haat premises.

AND WHEREAS pursuant to the said NIT, _____, the Agency has, inter alia, submitted their bid for the project which has been accepted by the DTTDC on the terms and conditions contained in Bid Document as per the Letter of Acceptance dated _____ issued by the DTTDC.

AND WHEREAS pursuant to the acceptance of the bid by the DTTDC, the Agency has submitted Performance Security Deposit amounting Rs. _____ (Rs. _____) in form of _____ bearing no. _____ dated _____ issued by _____ and is required to enter into an Agreement with the DTTDC in connection with execution of the Project.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows:

1. The contract documents including but not limited to the following shall be deemed to form and read and construed as a part of this agreement (all these documents and letters are hereinafter collectively referred as "Contract Documents"):
 - ◆ Bid Document read with common set of deviations & Addendums, if any
 - ◆ Acceptance Letter issued by DTTDC dated _____.
 - ◆ Any / all Correspondence between the parties.
 - ◆ Any / all document as mutually decided between the parties.

2. The words and expressions used in this Agreement shall have the same meaning as are respectively assigned to them in the contract documents.

3. Contract Period:

The Agency is appointed for the period of 2 (two) years, subject to the satisfactory completion of scope of the work mentioned in the bid documents, from the date of issue of Letter of Commencement of work.

4. Contract Price:

The total contract price for the execution of the project is :

| Year | Period | Amount, Rs. |
|-------------------------|-------------------------------|-------------|
| 1 st year | From _____/2014 to _____/2015 | |
| 2 nd year | From _____/2015 to _____/2016 | |
| TOTAL | | |
| (Rs. _____ only) | | |

5. The Agency does hereby agree:
 - a) To duly execute and complete the Project in all respect entirely as per the provisions of the Bid Documents and instructions under the technical control & supervision of the authorized official of the DTTDC during the contract period.
 - b) To duly observe and perform all the terms and conditions in the contract documents.

- c) To pay all wages, allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, and / or additional expenditure whatsoever for personnel deployed for the project.
- d) To comply with & abide by labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act and / or any other statutory provisions/acts/laws etc. as applicable & amended from time to time.
- e) To keep the DTTDC indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the DTTDC on account of acts of omission/commission attributable to the Agency or any of its deployed personnel.

6. Secrecy:

The Agency shall during the tenure of the contract and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorised in writing by the DTTDC, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through the Agency or its personnel or agents. The Agency shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall the Agency divulge any information about the location of the work area of part thereof. The Agency shall not also destroy any report, note and technical data relating to the operation/ work and not required by the DTTDC. The obligation is continuing one and shall survive after the completion/ termination of this agreement.

7. Dispute Resolution:

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in the clauses below.

Except where otherwise provided for in the Agreement, all questions and disputes arising between the parties pertaining or relating to the Agreement directly or indirectly connected with the Agreement shall in the first place be referred to a sole conciliator to be him as the case may be. There will be no objection if the sole conciliator so appointed is an official of the DTTDC of the rank of _____ and above.

The conciliator shall make the settlement agreement after the parties reach agreement and give an authenticated copy thereof to each of the parties. The settlement

agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as arbitration award.

The views expressed, or suggestions made or the admissions made by either party in the course of conciliation proceeding shall not be introduced as evidence in any arbitration proceedings.

Any Dispute, which is not resolved amicably, shall be referred to a panel of three (3) arbitrators in terms of the Arbitration & Conciliation Act, 1996. For this purpose, the DTTDC will make out a panel of five (5) possible arbitrators. Each party shall nominate an arbitrator out of this panel submitted by the DTTDC and these two arbitrators will appoint the third arbitrator in writing and also inform the concerned parties about such appointment and call upon the other party to appoint its arbitrator. If within 15 days of receipt of such intimation the other party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration & Conciliation Act, 1996. The arbitrator shall give item-wise and reasoned award. Where three (3) arbitrators have been appointed, the award of the majority will prevail.

The place of arbitration shall be New Delhi. The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. The award shall be made in writing.

The Parties agree that the decision or award, which shall be a speaking order, resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration and Conciliation Act, 1996 subject to the rights of the aggrieved parties to secure relief from any higher forum.

Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

The cost of arbitration shall be borne by the respective Parties. The cost shall inter-alia include the fees of the arbitrator(s) as per the rates fixed by the arbitrator from time to time.

Arbitration proceedings shall not be terminated, delayed or suspended due to the occurrence of any force majeure, fire, war or any other cause beyond the control of the parties provided such force majeure occurrence shall be notified to the other party within 7 days of such occurrence.

8. No amendments or modification to this agreement shall be valid and effective unless made in writing and executed by the dully-authorized representatives to all parties hereto.
9. Other Conditions:
 - 9.1. Together with the covenants by the Agency to the Bid Document, this Contract supplements & complements all conditions, duties and obligations laid down for the Agency in any other relevant correspondence & other pertaining, and these are irrevocable during the period of Contract, subject to the all Rights of the DTTDC.
 - 9.2. If the Agency commits a breach of any of the terms and conditions contained in the Contract Documents including Bid Document, Contract Agreement & letter of commencement, the DTTDC reserves the right to revoke the Contractual clauses / provisions forthwith, and without prejudice to any other right of the DTTDC in that behalf, to forfeit the performance Security Deposit either in whole or in part as may be deemed fit.
 - 9.3. The decision of the designated official of the DTTDC in all respect will be final.
10. This Agreement shall be governed by and construed in accordance with laws of the Republic of India.

IN WITNESS whereof the parties hereunto have set their hands and seals the day and year first above written.

FOR & ON BEHALF OF THE DTTDC (Name, Signature & Seal)

Date: _____

FOR & ON BEHALF OF THE AGENCY (Name, Signature & Seal)

Date: _____

WITNESSES (Name, Signature with Dates): -

1. _____

2. _____

SUBMITTAL: COMMERCIAL PROPOSAL (ENVELOPE 3)

SUBMITTAL 7
Commercial Proposal

[To be submitted on the letterhead of the Bidder]

Name of the Work: *Appointment of Agency to Provide Manpower for Operation & Regulation of Parking Zones at "Janakpuri Dilli Haat"*

SCHEDULE OF LICENSE FEES

| | | |
|---|---|---------------------|
| A | Total Area of Operation | 6,212.35 Sq.Mtr. |
| B | License fees for operation & Regulation of parking zones during 1 st year | Rs. _____ Per Month |
| C | Total Commercial Offer for 1 st Year (B x 12) | Rs. _____ |
| D | License fees for operation & Regulation of parking zones during 2 nd year (B x 1.10) | Rs. _____ Per Month |
| E | Total Commercial Offer for 2 nd Year (D x 12) | Rs. _____ |
| F | Total Rate for two years (C + E) | Rs. _____ |

Note:

1. Bidders are encouraged to take benefit of relevant benefits / abetments available under service tax law
2. Bidder must pass on the such benefits to DTTDC
3. Amount quoted must be inclusive of all taxes (including Services tax), levies, cess, fees, charges etc.
4. Escalation of 10% shall be provided on rates quoted for 1st year over the contract period of 2 years.
5. Submittal 7 must be signed by the authorized signatory