



**DELHI TOURISM**

**TENDER**

**FOR**

**SETTING UP, OPERATION AND MAINTENANCE OF JOY RIDES  
(KIDS ZONE)**

**FOR TWO YEARS**

**AT DILLI HAAT JANAK PURI, NEW DELHI**

**SEPTEMBER-OCTOBER 2019**

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

**Telephone Nos.: 011- 24618026, 24647005, 25612181 Fax :. 011-24697352  
Telephone No. Dilli Haat Janak Puri – 011 25612181**

**E-mail: [dhjpdelhitourism@gmail.com](mailto:dhjpdelhitourism@gmail.com)**

**Website: [www.delhitourism.gov.in](http://www.delhitourism.gov.in)**

**No.DHJP/DTTDC/109/11/2015  
NOTICE INVITING QUOTATION FOR**

**Setting up, Operation & Maintenance of Joy Rides (KIDS ZONE) for two years  
at Dilli Haat Janak Puri, New Delhi.**

Quotations are invited from eligible company/firm/agency/Individual for Setting up, Operation & Maintenance of Joy Rides (KIDS ZONE) for two years at Dilli Haat Janak Puri, Opposite Virendra Nagar, Lal Sai Marg, New Delhi-110058.

The TENDER DOCUMENT may be downloaded from the DTTDC's website [www.delhitourism.gov.in](http://www.delhitourism.gov.in)

The QUOTATION completed in all respect should be submitted along with the requisite copies in the prescribed TENDER form and after going through the terms and conditions. These will be submitted PHYSICALLY on or before the last date and time mentioned below.

The Reserve Price is Rs.20,500/- (Rupees TWENTY THOUSAND FIVE HUNDRED ONLY) per month, excluding taxes and levies.

The Managing Director & CEO, DTTDC reserves the right to accept or reject in part or in full any/all the QUOTATIONS without assigning any reason.

The DTTDC shall endeavor to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
TENDER DOCUMENT Issue Date	19.09.2019
Pre-Bid meeting	27.09.2019 at 11.30 am in the O/o DTTDC at Dilli Haat Janak Puri, Lal Sai Marg, Opposite Virender Nagar, New Delhi 110058
Last date of receiving pre-bid queries (only in writing through email at <a href="mailto:dhjpdelhitourism@gmail.com">dhjpdelhitourism@gmail.com</a> and by hand in physical form in Dilli Haat Janak Puri)	On or before 4:30 p.m. of 25.09.2019
Bid due date	14.10.2019 (by 3.00 pm)
Opening of BIDS	14.10.2019 at 3.30 pm
Validity of Bids	120 days from the Bid Due Date
Submission of Performance Security	Within 2 weeks from the date of receipt of Notice of Award
Signing of Agreement	Within 30 working days of date of Notice of Award

The replies to the queries raised by the bidder, Corrigendum, Addendum, if any, will be uploaded online only on the website of Delhi Tourism ([www.delhitourism.gov.in](http://www.delhitourism.gov.in))

**General Manager  
DTTDC**

## **LIST OF DOCUMENTS TO BE SUBMITTED PHYSICALLY**

Following documents duly certified (self certified) must be submitted PHYSICALLY.

1. PAN No., GST No. ADHAR NO. and Turnover duly certified by the Chartered Accountant for the last three years indicating PAN/GST No.
2. Earnest Money Deposit of Rs. 20000 (Rs. Twenty Thousand only) in the form of Demand Draft only in favour of Delhi Tourism & Transportation Development Corporation Ltd., New Delhi. The same will be converted into interest free security deposit in case of successful Bidder.
3. Certificate for Acceptance of Terms and Condition. (COMPLETE SET OF TENDER DOCUMENT DULY SIGNED)
4. Certificate that the Firm/Company/Organization/Bidder should have a minimum of 3 years experience in this Business. Experience Certificate from the Companies/Malls/Land Owning Agencies etc. where the joy rides - KIDS ZONE are or was being operated by the bidder.
5. Certificate that the Bidder is operating and maintaining at least one KID ZONE consisting of minimum five rides, on the day of Publication of the bid, for the last six months.
6. The Bidder must disclose or submit separate undertakings for all below items:
  - (i) Whether proprietor/ partner /company /agency is defaulter with DTTDC and/ or with any other Corporation of Delhi Government/ Central Government? Undertaking by bidder of not being defaulter.
  - (ii) Whether any show cause notice has been issued to such agency/ Corporation pertaining to any dispute and its status at the time of submitting Bid? Undertaking by bidder of not being defaulter?
  - (iii) List of project earlier taken by the Proprietor/ or in pool with DTTDC and any other related organization of the Government?
7. All the company/firms participating in the QUOTATION must attach a certificate to the effect that the company/firm is neither blacklisted by any Government Deptt. nor any criminal case/complaint is registered/pending against the company/firm or its director/owner/partner anywhere in India. The company/firm who is blacklisted by any Govt. /Semi Govt. Deptt. or any criminal case/complaint is registered/pending against the company/firm or its Director/Owner/ Partner/Proprietor anywhere in India is/are not eligible to participate in this QUOTATION.

Note : Non disclosure of information and withholding of such information shall amount to rejection of QUOTATION of the DTTDC

## **TERMS & CONDITIONS**

1. QUOTATION are invited from the company/firm/agency/Individual for Setting up, operation & maintenance of joy rides for two years - KIDS ZONE AT DILLI HAAT JANAK PURI, opposite Virendra Nagar, Lal Sai Marg, New Delhi for a period of two years. The area is in front of the Food Court (Approx. 1900 Sq.ft) Copy of drawing showing the area to be allotted for joy rides is attached as Annexure-C. The Bidders are also advised to visit to check and verify the site and designated area before bidding. The Reserve Price is Rs.20,500 (Rupees Twenty Thousand Five Hundred Only) per month. (Excluding Tax). Financial proposal below the Reserve Price will be considered non-responsive
2. The QUOTATION should be submitted in neatly typed (preferably computer generated), serially numbered and free from over writing/cutting. Correcting fluid should not be used in any case. Alterations unless legibly attested by the BIDDER, shall disqualify the QUOTATION.
3. The Bidder will submit all the documents and the catalogue of the proposed rides.
4. All the joy rides and premises will be kept open to sky.
5. Incomplete and Conditional offers shall not be accepted.
6. The rates quoted will be exclusive of all taxes and other charges. All the rates quoted shall be in Indian Rupees only. There will be an increase of 10% on the quoted amount after a period of one year.
7. The companies or firms, or individuals etc applying for the said TENDER must possess the following requisite qualifications
  - a. The firm must have GST Number, PAN Number, AADHAR, and other requisite government clearances that are necessary for such work.
  - b. At least three years experience in the field.
  - c. Must be operating and maintaining at least one KID ZONE consisting of minimum five rides, on the day of Publication of the bid, for the last six months. The Authorized Officers of DTTDC, if required, may also visit the site of existing KID ZONE/Facility being operated by the bidder,
  - d. Experience Certificate from the Companies/Malls/Land Owning Agencies etc. where the joy rides - KIDS ZONE is or was being operated by the bidder.
8. The person signing the QUOTATION/TENDER document should be authorized for signing the same and his signature should be attested by owner/partner/director of the BIDDER company/firm. A certificate in this regard duly issued by the Director/owner/partner must be attached along with the QUOTATION document. The representative, who is deputed to attend the meeting, should be Director or Partner or Owner or an employee of the company bearing an authority letter, whose specimen

signatures should be attested by the company/firm's authorized signatory having seal of the company/firm/agency/Individual.

9. It is advised and expected from the bidders that they must visit the site and check out the area prescribed for setting up of KIDS ZONE. DTTDC reserves the right to cancel the prescribed area, with or without alternate space in case any problem arises in future due to operation of the KIDS ZONE in that particular place. In this case the rate will be reduced/INCREASED on pro-rata basis. The decision of DTTDC shall be final and binding upon the bidder.
10. All the company/firms participating in the QUOTATION must attach a certificate to the effect that the company/firm is neither blacklisted by any Government Deptt. nor any criminal case/complaint is registered/pending against the company/firm or its director/owner/partner anywhere in India. The company/firm who is blacklisted by any Govt. /Semi Govt. Deptt. or any criminal case/complaint is registered/pending against the company/firm or its Director/Owner/ Partner/Proprietor anywhere in India is/are not eligible to participate in this QUOTATION.
11. The rates are to be quoted by the bidders as per Performa for price scheduled at Annexure-'E' in Indian currency.
12. In case, it is found during the evaluation or at any point of time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the VENDOR, or the VENDOR has made material mis-representation or has given any materially incorrect or false information, the applicant shall be disqualified forthwith, if not, yet appointed as the Operator, if the BIDDER has already been entered into the agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein be liable to be terminated without the DTTDC being liable in any matter whatsoever to the VENDOR and without prejudice to any other right or remedy which the DTTDC may have under the bidding documents, the Agreement or under applicable law. Besides, the DTTDC reserves the right to blacklist the applicant for any future dealing along with initiation of any appropriate penal action as per the applicable law.
13. The company/firm/agency/Individual shall have to deposit an amount of Rs.20,000/- (Rupees Twenty Thousand Only) as Earnest Money Deposit in the shape of a bank draft from a Nationalized Bank/Scheduled Bank in an acceptable form in favour of Delhi Tourism & Transportation Development Corporation Limited payable at New Delhi. The said Earnest Money Deposit shall bear no interest. The EMD will be converted into the Security Deposit (without interest) for the successful bidder. The EMD received from the Bidders who are not selected shall be returned by DTTDC within 30 (Thirty) days of the declaration of the Successful Bidder. The EMD/ bid security shall be returned without payment of any interest.
14. An agreement will be drawn as per Annexure 'B' between the DTTDC and the successful bidder. The Operation of the KIDS ZONE shall be started within prescribed period from the date of the Execution of the Agreement. In case the successful bidder

is not able to start the operation of the KIDS ZONE within the prescribed period, the EMD will be forfeited. The Contractor shall seek extension of time from DTTDC in the event the successful bidder is not able to start the operation within stipulated time. DTTDC may in its discretion grant extension of time to the Contractor. In the event Contractor fails to start the operation of the Kids Zone even after expiry of extended time, DTTDC in addition to the aforesaid shall be entitled to terminate the contract with immediate effect. The Contractor shall be liable to pay the License Fee for all such period and other amount as may be decided by DTTDC due to such default.

15. **FORCE MAJEURE**: The contractor shall not be liable for forfeiture of its EMD, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of force majeure. For the purposes of the clause, “Force Majeure” means an event beyond the control the contractor and not involving the contractor’s fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.
16. After technical evaluation, price bid will be evaluated and the preferred bidder may be considered for award of the work. The competent authority i.e. MD&CEO, DTTDC reserves the right to relax any terms & conditions in the Corporation’s interest on the recommendations of the committee.
17. In case, the bidder(s) violate/breach any of the terms & conditions of the TENDER or contract, an explanation of the company/firm/agency/individual can be called by issuing SHOW CAUSE NOTICE. If the reply of the Show Cause Notice is not found satisfactory, strict legal action as per law will be taken, besides forfeiture of security deposit and blacklisting of firm.
- 18. Pre bid conference of the bidders shall be convened on 27th SEPTEMBER 2019 at 11.30 am in the O/o DTTDC at Dilli Haat Janak Puri, Lal Sai Marg, Opposite Virender Nagar, New Delhi 110058**
19. During the course of pre-bid conference the bidders will be free to seek clarification and make suggestions for consideration of DTTDC. The DTTDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding process.
20. Prior to the Pre-Proposal meeting(s), the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Concession Agreement. Bidders must formulate their queries and forward the same to DTTDC as per Schedule of Bidding Process prior to the meeting. DTTDC may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the Bid Document.
21. The replies to the queries raised by the bidder, Corrigendum, Addendum, if any, will be uploaded online only on the website of Delhi Tourism.

**INTEGRITY PACT DTTDC**

To,

.....  
.....  
.....

Sub: NIT No . ..... for the work  
.....

Dear Sir,

It is here by declared that DTTDC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting QUOTATION is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of QUOTATION/bid documents, failing which the bidder will stand disqualified from the Bidding process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the MD & CEO, DTTDC.

Yours faithfully

**General Manager  
DTTDC, New Delhi.**

**INTEGRITY PACT**

To

The General Manager,  
DTTDC, 18-A,  
D.D.A. Shopping Cum Office Complex,  
Defence Colony, New Delhi-110024

Sub: Submission of QUOTATION for the work of .....

Dear Sir,

I/We acknowledge that DTTDC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the TENDER/bid document.

I/We agree that the Notice Inviting QUOTATION is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of TENDER documents, failing which I/We will stand disqualified from the BIDDING process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NOTICE INVITING QUOTATION

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when QUOTATION/bid is finally accepted by DTTDC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the QUOTATION/bid, DTTDC shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the QUOTATION/bid in accordance with terms and conditions of the TENDER/bid DOCUMENT.

**Yours faithfully**

**(Duly authorized signatory of the Bidder)**



**INTEGRITY PACT**

**To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of DTTDC.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this..... day of ..... 20.....

**BETWEEN**

MD & CEO., DTTDC represented through General Manager, DTTDC, (Hereinafter referred as the **Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Individual/firm/Company)

through..... (Hereinafter referred to as the  
(Details of duly authorized signatory)

“**Bidder**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the **TENDER** (hereinafter referred to as “**QUOTATION/Bid**”) and intends to award, under laid down organizational procedure, contract for.....(Name of work)

hereinafter referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the **QUOTATION/Bid** documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

## **Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the QUOTATION, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal/Owner will, during the BIDDING process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the BIDDING process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the BIDDING process or the Contract execution.
  - c) The Principal/Owner shall endeavor to exclude from the BIDDING process any person, whose conduct in the past has been of biased nature.
  - d) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the BIDDING process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the BIDDING process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the BIDDING process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the BIDDING process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies

in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a QUOTATION but not both. Further, in cases where an agent participate in a QUOTATION on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel QUOTATION for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
  - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the BIDDING process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and

the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the BIDDING process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the BIDDING process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the **BIDDING** process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the **BIDDING** process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be

responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the QUOTATION or violate its provisions at any stage of the BIDDING process, from the BIDDING process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor **24** months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, DTTDC.

#### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be

deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the QUOTATION/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal / Owner)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....  
(Signature, name and address)

2.....  
(Signature, name and address)

Place:

Dated:

**Agreement**

A Sub License Agreement will be signed between Delhi Tourism & Transportation Development Corporation Ltd (DTTDC)(First Party) and the successful bidder (Second Party) to set up, maintain and operate the games and rides (KIDS'ZONE) for two years at the designated space in Dilli Haat Janak Puri, New Delhi on the following terms and conditions

**Designated Area**

The kids zone area is **In front of the Food Court (Approx. 1900 Sq.ft.)** (Copy of drawing showing the area to be allotted for joy rides is attached as **Annexure-C.**) The Bidder has also checked and verified the site and the area after having on site visit of Dilli Haat Janak Puri.

**SUB LICENSE AGREEMENT****1. SUB-LICENSE**

- 1.1 That the First Party grants sub-license to the Second Party for setting up, maintenance and operation of Games and Rides (KIDS' ZONE) at the designated space in the Dilli Haat Janak Puri, New Delhi.
- 1.2 The Term of the Agreement will be for two years from the date of signing of the agreement between both the parties.
- 1.3 That the KIDS' ZONE shall be operated as per the timings of the Dilli Haat and the First Party would be at liberty to suspend the operation of business in the premises at any time due to unforeseen circumstances, VIP movement, etc. and no compensation would be liable to be paid on this account by the First Party.
- 1.4 That the entire sale of the games & rides shall be controlled and managed by the Second Party.
- 1.5 The Second Party shall be given 45 days period to make the KIDS ZONE operational from date of signing the agreement. The second party shall make the sub license fee payment from the date of signing of agreement. The period of 45 days for making the kids zone operational will also attract payment of sub license fee from the second party. In case of non compliance a penalty of Rs.1000/- only (Rupees One Thousand only) **(plus GST)** per day for the number of days of default shall be imposed in addition to monthly license fee. However it can be relaxed by the competent authority i.e. MD & CEO, DTTDC, in addition to monthly license fee, if the reasons for delay are justified.

**2. CONSIDERATION/ FEES**

- 2.1 The Second Party shall deposit a sum of Rs. 20,000/- (Rupees Twenty Thousand only) as interest free Earnest Money Deposit (EMD).. The said EMD will be converted to the Security Deposit for the successful bidder and will be refunded without interest after the successful completion of the tenure of agreement. The EMD will be deposited through a Demand Draft in favor of "Delhi Tourism & Transportation Development Corporation Ltd. (DTTDC Ltd)".

- 2.2 That the Second Party shall pay to the First Party fixed sub license fee, as will be quoted by the successful bidder, in advance along with applicable taxes, per month by way of a pay order/bank draft/RTGS/NEFT in favour of First Party at New Delhi on or before the 10<sup>th</sup> day of each English Calendar Month). GST will be charged as applicable from time to time. Such rental/sub license fee will start from the date of execution of the agreement. The sub-licence fee will be enhanced by 10% after one year..i.e after 12 months of signing of Agreement or operation of the Kids Zone, whichever is earlier. **In case the operator requires more space during the period of contract for setting up more joy rides on regular basis, the same may be allotted to the operator on pro-rata basis of the quoted amount.**
- 2.3 In case of default, First Party shall forfeit the security deposit and Performance Guarantee to recover the outstanding dues along with interest @ 18% for delayed period besides initiating action as prescribed in this agreement.
- 2.4 All payments under or in terms of the sub – license shall be made in Indian Currency by “demand draft/**RTGS/Transfer/online mode** in favor of Delhi Tourism & Transportation Dev. Corporation Ltd. in advance.
3. **PERFORMANCE GUARANTEE**
- 3.1 The Second Party shall also deposit a performance guarantee (in addition to the EMD converted to the Security Deposit), with the First Party @ FOUR months sub-licence fee by way of a /pay order/bank draft/ Fixed Deposit/ Bank Guarantee, which shall also not carry any interest. The amount will be refunded on the expiration of the sub license after adjustments of pending electricity bills or other dues, if any, payable by the Second Party. Performance Guarantee will be valid for a period of 06 months after the expiry of the contract.
- 3.1 In case the Second Party defaults in making the payments of the Sub License Fee or any other dues in accordance with the terms and conditions of the Agreement, the First Party shall be free to adjust the same from the security deposit and Performance Guarantee besides terminating the Agreement.
- 3.2 **PENALTY FOR MISUSE** Any misuse of the Premises, equipment or facilities extended to the Second Party by the First Party or any encroachment made on the Premises beyond the specified area allotted to the Second Party will attract penalties @ Rs.180/- (plus GST) per Sq. ft./ per month for the area encroached by the Second Party. This will be charged on Pro rata basis for the period for which the encroachment is done. The expenditure towards removal of encroachment will also be recovered from the second party. All these Penalties/ expenditure will be paid directly by the Second Party to the First Party on demand, who will need to pay the same within 30 days of demand/ notice and in case of any failure; the same amount of such fines, penalties shall be recovered/ deducted from the Second Party’s security deposit. However, if the encroachment is found for more than three occasions, the Sub Licence Agreement will stand terminated and all the security deposit and performance guarantee deposited by the First Party in any form shall stand forfeited.
4. **REPRESENTATION WARRANTIES AND OBLIGATION OF PARTIES**



- 4.1 The Second Party shall use the designated space allocated to him/her only for the purpose of setting up, maintenance and operation of Games and Rides and shall not use or permit to be used the same for any other purpose without the written permission of the First Party.
- 4.2 That the Second Party shall not create a sub contract or assignment of any description with regard to this license or any part thereof nor shall assign or transfer this license or any part thereof.
- 4.3 The First Party warrants that all the statutory licenses of local body, Police, Entertainment Tax, GST etc. will be sole responsibility of the Second Party. First Party would however issue “NOC” for getting such license, wherever required. If the Second Party fails to do so the Second Party alone shall be liable for all consequences arising therein civil/criminal or otherwise.
- 4.4 That the Second Party and his employees shall be bound to use only such passage or passages for ingress and egress from and to the premises as may be prescribed by the First Party.
- 4.5 That the Second party shall appoint experienced staff in the conduct of business and in case his staff misbehaves or causes nuisance, the second party will be proceeded against and loss caused will be made good from the Second Party by the First Party. Further the Second Party and its employees shall be very courteous in dealing with the customers. The Second party shall not indulge in any undesirable activity(s) or any activity which is forbidden by law.
- 4.6 That the Second Party shall ensure that none of their workmen/employees create any disturbances or demonstrations within the premises of the Dilli Haat Janakpuri. Complaint regarding poor service and behavior of staff must be promptly attended.
- 4.7 That the Second Party shall not be entitled to assign this agreement to anyone else.
- 4.8 That this agreement is on principle to principle basis neither the Second Party nor any of his employees shall ever be entitled to contend that they are the employees of the first party. The Second Party shall be liable for the observance of all applicable labour laws and for the payment of salaries and other benefits payable to its employees and shall also ensure compliance of all applicable laws, rules and regulations.
- 4.9 The Second party shall follow the conditions under Delhi Entertainment & Betting Tax Act, 1996, at the above mentioned permission subject to the terms and conditions mentioned in this agreement.
- 4.10 The space allocated to the Second Party is purely temporary and can be changed any time as per the decision of the First Party without assigning any reason thereof.
- 4.11 The Second Party will abide by all the procedures or rules intimated by the First Party from time to time in writing.
- 4.12 The Second Party would operate the KIDS ZONE in full compliance with all applicable laws and rules. The Second Party shall observe, abide and comply with all the laws, bye – laws rules regulations of any local authority in force from time to time which may be made applicable to the business which the Second Party is allowed to carry out under the sub – license.
- 4.13 The second party will provide all safety measures and will take all precautions for the operations of the rides for the visitors. In case of any untoward incident,

- accident, mis-happening, unforeseen event etc. which may cause any injury, death etc. to any visitor, the second party will be fully liable for such consequences and the first party will not be held liable or responsible in any manner.
- 4.14 Dilli Haat JanakPuri is a “No Smoking Zone” and “No Tobacco Zone”.
- 4.15 That the persons employed by the Second Party shall at all times and for all purpose shall be the employees of the Second Party who shall alone be liable and responsible for payment of all kinds of wages, salaries, remuneration and other benefits etc. to them without claim or reimbursement from the First Party.
- 4.16 The Second Party shall provide the details of the proposed employee/ workers of the Second Party to the First Party for its approval. In case such approval is not given by the First Party then the person cannot be appointed as an employee/ worker by the Second Party.
- 4.17 That it shall be the responsibility of the Second Party to ensure that the character antecedent of such employees/ personnel deployed by it for work have been duly verified by the police authorities and shall produce such police verification on demand.
- 4.18 That the Second Party shall provide ID cards to all its workers/ employees engaged by it on its own cost.
- 4.19 The First Party has represented and the Second Party accepts that the successful completion of the present Agreement shall be contingent upon the completion of the original lease agreement between the First Party and DDA. The Parties to this Agreement hereby confirm that they shall be bound by the conditions of the said lease between the First Party and DDA.
- 4.20 The Second Party hereby indemnifies the First Party against any action, suits, compensations, damages which the Second Party may have against the First Party in case DDA terminates the original lease agreement.
- 4.21 That all safety provisions should be brought to the notice of all staff / workers of the Second Party. Any negligence on account of the staff/ workers of the Second Party shall be the sole responsibility of the Second Party.
- 4.22 Second Party shall remain at all times exclusively responsible to provide all materials, manpower and equipment that are needed to ensure that the reason for which the space is allotted to the Second Party is carried out to the satisfaction of the First Party.
- 4.23 The Second Party shall be responsible for proper utilization of the facilities like equipment, water, electricity or anything else provided by the First Party, without any manner of abuse or excess use.
- 4.24 That the First Party shall continue to have all rights and control over the allotted space subject to the rights to the Second Party hereunder including the right to inspect the area by itself or its Authorized Representatives, officers and Employees.
- 4.25 That the Second Party shall be required to do the necessary setting up of KIDS ZONE at its own cost and expenditure without having any claim against the First Party. But the Second Party shall not carry out any material addition or alteration, so as to bring any structural change therein with or without any damage thereto. However, the Second Party shall be entitled to carry out necessary repairs and / or renovations to the existing structure in the allotted area with specific prior written approval of the First Party, at its own costs and expenditures without having any claim against the First Party.

- 4.26 That the Second Party shall not store any goods not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods / material which on account of their weight or nature may cause damage to the KIDS ZONE or the Premises. The Second Party shall be liable or responsible for destruction or damage to allotted area or the Premises.
- 4.27 That the Second Party shall not under let, sub let, encumber, mortgage, assign or transfer their right and interest or part with possession of the land and/or KIDS ZONE thereon or any part thereof of the Premises for sharing therein to any person directly or indirectly. Nothing containing in these documents shall be construed as demised of land to the Second Party.
- 4.28 That the Publicity campaigns including additional directional Boards/sign/creation of web site etc. may be arranged on his own cost by the Second Party but after prior written consent of the First Party. However, the publicity material must contain the logo of First Party.
- 4.29 The Second Party shall be responsible for all the claims of his employees and the employees of the Second Party shall not make any claim whatsoever against the First Party.
- 4.30 The First Party shall have the absolute right to check/ interview the employees/ workers deployed in the KIDS ZONE and in case the First Party feels that the employees/ workers are not fit to work in the kids zone then the Second Party will need to remove the said workers/ employees immediately.
- 4.31 If at any time during performance of the sub – license, the Second Party's employees are found to be guilty of misbehaviour/misconduct or with its guests or First Party's authorized representative, or to be incompetent or negligent in performing his/their duties or if in the opinion of the First Party, it is undesirable for such persons to be employed by the Second Party in the work at the Premises, the Second Party, if so directed by the First Party or his authorized representative, shall forthwith remove such persons(s) from the work immediately.
- 4.32 That the First Party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour dispute, embargoes, Government orders or any other force majeure event.
- 4.33 That the Second Party will not tamper with the electricity installation, or other fixtures in the Dilli Haat JanakPuri provided by the First Party.
- 4.34 That the Second Party shall take insurance cover from a recognized Insurance Company covering the risks and casualties including death and total and/or partial injury/disablement for any accident occurring in the licensed premises whether while using /riding the various rides/swings etc or otherwise for whatsoever reason it may be, so as to ensure safety of the tourists/ visitors. A copy of Insurance cover shall be made available to the First party by the Second party and second party shall add first party as an additional insured under any such policy of insurance.
- 4.35 It shall be responsibility of Second Party to get the KIDS ZONE insured against accidents, theft, fire, flood, terrorist act and natural calamities. A copy of the insurance cover shall be made available to First Party by the Second Party.
- 4.36 That the Second Party shall allow inspection by any officer deputed by the First Party to ensure that all safety norms are followed from time to time and also to

- ensure that there is no breach of terms and conditions of the sub License Agreement (to be executed before taking over the possession of the site.)
- 4.37 That the Second Party shall maintain adequate first aid arrangements at the licensed premises.
- 4.38 That in case the functioning of the KIDS Zone comes to a standstill before the expiry of the sub license period due to natural calamities or any other unavoidable circumstances such as an untoward incidents like thefts, riots or the failure of electricity or even change of the policy by the Government or for any such reasons what so ever etc. no compensation or any concession shall be admissible to the second party.
- 4.39 That the Licensee shall obtain various permissions as and when required as per the local regulations. In case of any offence on the licensed premises, the second party shall be solely responsible for its penalty and consequences.
- 4.40 The First Party will provide adequate security for the Premises, but will in no manner be responsible for any theft/ loss or any other incident which takes place in the KIDS ZONE (Designated Area).
- 4.41 The Second Party agrees that due to security reasons or Government's direction it may be possible that the KIDS ZONE may remain close for a temporary period. Second Party will not claim any compensation from the First Party on account of temporary closer due to security requirements.
- 4.42 The Second Party shall ensure proper cleanliness of the KIDS ZONE including regular sweeping/moping of the floors with disinfectants, dusting of the RIDES, walls etc., regular and quick disposal of garbage and papers etc. The Second Party would ensure that there are no rodents/pest in the KIDS ZONE and ensure proper eradication of pests and mosquito breeding's by best of pest control methods.
- 4.43 The Second Party shall not take out any material/equipment out of the Premises without prior written approval by the First Party or its authorized representative. No structural change/ modification at premises shall take place without written approval of the First Party. Even in case of taking out any equipment for repairs, whether belonging to the Second Party, prior approval from the First Party or its authorized representative would be necessary.
- 4.44 The Second Party shall be responsible for safety and security of all equipments, fittings, gadgets, personal belongings of participants/guest. Any loss/damage due to negligence on part of the Second Party shall be of its account.
- 4.45 The Second Party shall be liable to make good the loss or damage caused to the Premises, equipment, Furniture, fittings, fixtures etc.
- 4.46 The Second Party represents and warrants that the terms of the license agreement dated 2.5.2008 executed between Delhi Development Authority and First Party will be binding and adhered to by the Second Party.
- 4.47 First Party reserve the right to cancel the prescribed area, with or without alternate space, in case of any problem arises in future due to operation of the KIDS ZONE in that particular place. In this case the rate will be reduced on pro-rata basis.
- 4.48 DTTDC shall at all times remain the absolute owner of the Premises and Successful Bidder at no time shall have any claim over the said premises. The successful bidder shall only use the Premises for the purpose as provided under this Agreement.
- 4.49 Second Party shall submit a plan proposing the set-up of kids Zone for written approval of the First Party specifying in detail the placement of rides at the

specific locations in compliance with applicable law and safety measures. Any change / modifications in approved set-up plan shall be done only after taking prior approval of the First Party.

5. Term

The terms of this agreement is for two year and will be from .....& will come to an end and stand terminated on ..... Agreement shall be effective from the date of execution thereof. The agreement may be extended by one year on mutual consent of both the parties with an increase of 10% over previous License Fee.

6. **TERMINATION**

6.1 The Agreement may be terminated, at any time prior to the Term by either party by giving 3 (Three) months written notice without assigning any reason.

6.2 Notwithstanding the Term, the First Party shall be entitled, in its discretion, to terminate this Agreement after giving a notice of 30 days to the Second Party upon the occurrence of any of the events mentioned below:

- (a) In case of two consecutive defaults by the Second Party to pay the Sub License Fee.
- (b) If any time during the period of this Agreement, it is observed by the First Party that the services are not being run properly by the Second Party
- (c) In the event of any default, failure, negligence or breach, in the opinion of the First Party on the part of the Second Party in complying with the terms and conditions of this Agreement.

6.3 The Agreement may be terminated with immediate effect in the event Second Party enters into liquidation, has a receiver, administrator or similar officer appointed over all or part of its assets or undertaking; makes any arrangement for the benefit of its creditors.

The Agreement may be terminated with immediate effect for any criminal acts on the part of the selected bidder/ operator which need not be referred to arbitration.

The Agreement may be terminated with immediate effect in the event the Second Party is found in misuse of demised premises.

The First Party would have the right to re-possess the Premises with immediate effect with no liability to the Second Party.

The Agreement may be terminated with immediate effect in the event in the event the agreement between DDA and First Party is terminated.

7. **CONSEQUENCE OF TERMINATION**

- 7.1 Upon termination of this Agreement, the security deposit and the performance guarantee shall stand forfeited.
- 7.2 Upon termination or expiration of this Agreement, the following will take place:
- (a) The First Party will have the right to initiate action for eviction of the premises under the Public Premises Act, 1971 or such Acts as may be in force from time to time.
  - (b) The First Party will resume the possession of the allotted area without payment of any compensation or damages and forfeit in full or in part the amount deposited by Second Party for due performance of the contract.
  - (c) The Second Party shall immediately handover the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipments and installations, if any provided by the First Party.
  - (d) If the Second Party fails to handover the peaceful and vacant possession of the demised premises on expiry or termination / revocation of the sub – license, the Second Party will be deemed to be trespasser and the First Party has a right to charge damages for illegal use and occupation of the premises @ Rs. 15,000/- per day (plus GST) till such time the premises is vacated by the Second Party. In the event the Second Party does not vacate the premises after the lapse of reasonable time, the First Party shall at its discretion remove the installations, fixtures, rides etc as placed by the Second Party at the premises at the cost of the Second Party in addition to the aforesaid penalty, First Party shall not be liable for any damage to or loss of property of the Second Party if any caused under this clause.

## **8. TAXES & ELECTRICITY CHARGES**

- 8.1 The Second Party shall pay also statutory taxes, municipal taxes, Entertainment Tax, GST, levies, fees, duties, charges etc. including Central Tax, Municipal and all other local taxes in respect of the licensed premises and to ensure their timely payment under intimation to the First Party.
- 8.2 That the Second Party shall pay proportionate portion of property tax payable by the First Party to the concerned authorities, if levied. The property tax will be in proportion to the area being used by the Second Party including the common area, if any.
- 8.3 That the Second Party shall pay the electricity charges as per actual consumption as per the rates prescribed from time to time. The amount shall be paid by the Second Party within **five** days of the receipt of demand from First Party. For this purpose sub-meter would be installed in the KIDS ZONE. DTTDC will recover the fixed charges for Electricity in the event of breakdown from the second party.
- 8.4 That for any delay in the payment of these dues on part of the Second Party, any penalty/fine as is imposed by First Party, the same shall be borne by and payable by the Second Party without any contest, protest, reservation whatsoever. In the event of non deposition of electricity bill by the second party within 10 days of demand raised by the First Party. The First Party is empowered to discontinue the electricity connection due to nonpayment of bill and the connection will be restored only after the payment of bill/penalty amount or any other dues plus Rs. 1000.00 (plus GST) as restoration charges by the second party..

## **9. INDEMINTY**

- 9.1 The Second Party hereby indemnifies the First Party against all such claims, costs, expenses (including reasonable legal costs and expenses), proceedings, demands, losses, and/or liabilities whatsoever arising directly or reasonably as a result of any material breach of warranties or gross negligence of the Second Party or acts or omission of the Second Party or any of its members, officers, employees or breach of any terms of the agreement..
- 9.2 Further the Second Party shall within 30 days of entering into this Agreement provide the First Party an indemnity bond on a non – judicial stamp paper worth Rs. 100.00 indemnifying and hold harmless the First Party and its affiliates in respect of the sub-license, including all of its claims, damages, proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the First Party or any of its members, officers, employees for reasons of or consequents upon any breach or default on the part of the **Second** Party in respect of violation of any of the provisions of Law/Act Rules or regulations having the force of a law or if any award of decision by any competent tribunal court or authority in respect of the workmen/ third party.
- 9.3 The Bidder /Second Party shall indemnify and keep indemnified the First Party against any claims whatsoever, financial or otherwise made by third parties for any loss or injury to any person or property at any time during the complete term of this Agreement. DTTDC shall not be responsible in any way for loss for damage by any means causes to the Bidder stock or property during the Term of the Agreement. Nothing shall limit the liability of Second Party in the event of death or personal injury of any third party caused during the execution of the Agreement.
- 9.4 The Bidder shall indemnify and keep indemnified the DTTDC against any claims whatsoever, financial or otherwise made by any employee / worker or trade union, association, etc. relating to any dispute whatsoever, at any time during the term of the Agreement or thereafter.
- 9.5 The Bidder will indemnify DTTDC towards any infringement or contravention of any rules, regulations or laws of Municipal Corporation of Delhi or any other Competent Authority. All applicable laws will be deemed to be applicable to the Bidder in respect of the use and occupation of the Premises and the Bidder agrees to abide by the terms and conditions therein.
- 9.6 DTTDC will not be vicariously liable for any act of the Bidder and the Bidder shall alone be liable for violation of any law and the Bidder agrees to indemnify the authority from all claims.

## **10. DISPUTE RESOLUTION**

- 10.1 If any dispute arises amongst the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement the Parties hereto shall endeavour to settle such dispute amicably through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30

days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the MD & CEO, DTTDC in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto.

## **11 Arbitration**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the India Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue of the arbitration will be New Delhi.

## **12 Governing Law**

The courts of Delhi at New Delhi shall have jurisdiction to entertain any application in respect of any proceeding under this Agreement or to entertain any suit in connection with this Agreement and no other court of any other place shall have jurisdiction to entertain any such application or any suit.

- 12.1 That the allotment is made on sub – license basis and the ALLOTTED SPACE including the building constructed thereon, IF ANY, will be Public Premises within the meaning of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 or such Acts as may be in force from time to time on this behalf.
- 12.2 That the licensed premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act 1971 and the rules framed there under which are now in force of which may come into force shall be applicable for all matters provided in the said Act.
- 12.3 That an unauthorized occupant will be liable to eviction by the Estate Officer, DTTDC under Section-3 of the Public Premises (Eviction of Unauthorized Occupants) Act 1971.

## **13 MISCELLANEOUS PROVISION**

### **13.1 Binding Provision**

Parties shall be bound by and comply with the terms and conditions of this Agreement. The Parties undertake with each other to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

### **13.2 Assignment**

Except as provided in this Agreement, this Agreement shall be binding on and shall ensure for the benefit of each Party's successors. The Second Party can in no manner transfer/ assign/ alienate any of its rights under this Agreement without prior written consent of the First Party.

### **13.3 Entire Agreement**

This Agreement along with its annexures/ exhibits and QUOTATION documents sets forth the entire agreement and understanding between the Parties.



13.3.1 Notwithstanding anything to the contrary contained in the contract, the First Party shall not be liable to Second Party for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation and more generally, any loss of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.

#### 13.4 **Waiver**

The Parties failure to insist on strict performance of any provision of this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. Subject, as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorised officer of the Party granting such waiver.

#### 13.5 **Notices**

All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter through registered post or speed post.

In the case of notice given to:

(a) **DTTDC**

Attention: MD & CEO

Tel: [●] 011-24611712

Attention: [●] –Manager (Dilli Haat JanakPuri)

Tel: [●] 011-25612181

In case of notice given to:

(b) **THE BIDDER**

#### 13.6 **Privity of Contract**

Only a Party may enforce terms of this Agreement.

#### 13.7 **Severability**

A provision contained in this Agreement is enforceable independently of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof.

#### 13.8 **Remedies**

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law and each and every other remedy shall be cumulative and shall be in addition to every other

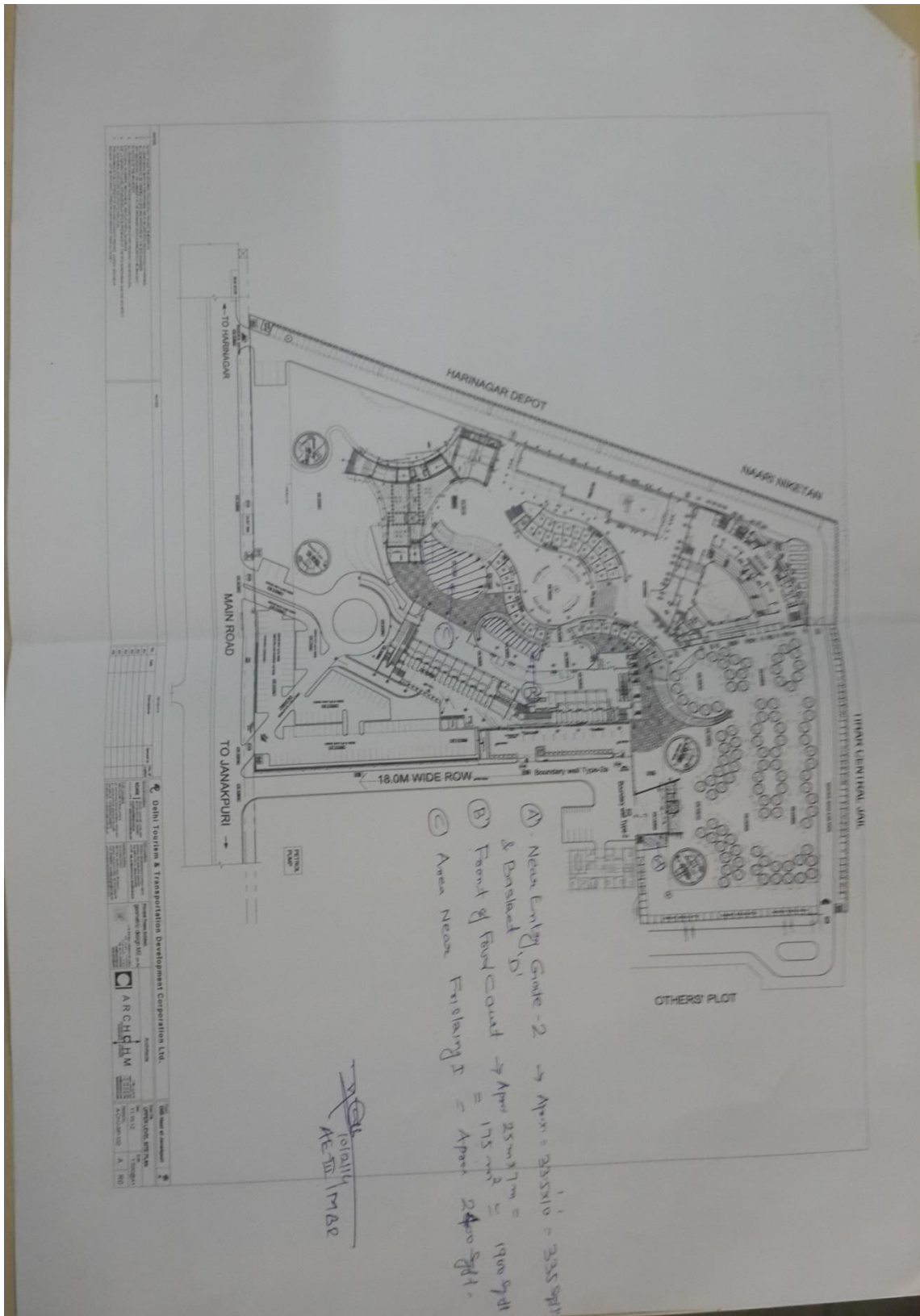
remedy given hereunder or now or hereafter existing at Law. The selection of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

### **13.9 Captions**

The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

### **13.10 General**

This Agreement shall govern all conceivable aspects of the transaction contemplated herein. The Parties agree to execute any addendum to this Agreement or in any other manner, manifest their intention for the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement and applicable Law hereof.



Designated Area for KID Zone marked as B

**BID/QUOTATION EVALUATION CRITERIA**

The evaluation of the BID/QUOTATION involves two stages:

- (a) Technical Bid
- (b) Price Bid: As per **annexure 'E'**

**TECHNICAL BID**

The Price Bid of those firms/company/agency/individual who fulfill the below conditions will be opened for evaluation.

**ELIGIBILITY CRITERIA UNDER TECHNICAL BID - LIST OF DOCUMENTS TO BE SUBMITTED PHYSICALLY**

Following documents duly certified (self certified) must be submitted PHYSICALLY.

1. PAN No., GST No. ADHAAR NO. and **Turnover** duly certified by the Chartered Accountant for the last three years indicating PAN/GST No.
2. Earnest Money Deposit of Rs. 20000 (Rs. Twenty Thousand only) in the form of Demand Draft only in favour of Delhi Tourism & Transportation Development Corporation Ltd., New Delhi. The same will be converted into interest free security deposit in case of successful **Bidder**.
3. Certificate for Acceptance of Terms and Condition. (COMPLETE SET OF TENDER DOCUMENT DULY SIGNED)
4. Certificate that the Firm/Company/Organization/Bidder should have a minimum of 3 years experience in this Business. Experience Certificate from the Companies/Malls/Land Owning Agencies etc. where the joy rides - KIDS ZONE are or was being operated by the bidder.
5. Certificate that the Bidder is operating and maintaining at least one KID ZONE consisting of minimum five rides, on the day of Publication of the bid, for the last six months.
6. The **Bidder** must disclose or submit separate undertakings for all below items:
  - a. Whether proprietor/ partner /company /agency is defaulter with DTTDC and/ or with any other Corporation of Delhi Government/ Central Government? Undertaking by bidder of not being defaulter.
  - b. Whether any show cause notice has been issued to such agency/ Corporation pertaining to any dispute and its status at the time of submitting Bid? Undertaking by bidder of not being defaulter?
  - c. List of project earlier taken by the Proprietor/ or in pool with DTTDC and any other related organization of the Government?
7. All the company/firms participating in the **QUOTATION** must attach a certificate to the effect that the company/firm is neither blacklisted by any Government Deptt. nor any criminal case/complaint is registered/pending against the company/firm or its director/owner/partner anywhere in India. The company/firm who is blacklisted by any Govt. /Semi Govt. Deptt. or any criminal case/complaint is registered/pending against the company/firm or its Director/Owner/ Partner/Proprietor anywhere in India is/are not eligible to participate in this **QUOTATION**.

Note : Non disclosure of information and withholding of such information shall amount to rejection of **QUOTATION** of the DTTDC

**PRICE BID****Setting up, operation & maintenance of joy rides for two years - KIDS ZONE AT DILLI HAAT JANAK PURI, NEW DELHI**

<b>S.No.</b>	<b>Description of item</b>	<b>Unit</b>	<b>Rate per month (Excluding GST and other applicable Taxes)</b>
<b>1</b>	<b>Setting up, operation &amp; maintenance of joy rides for a period of two years - KIDS ZONE AT DILLI HAAT JANAK PURI, NEW DELHI</b> The joyrides may be Battery Cars, Train, Bungee jumping, kids ball, shooting, sticker table, snooker, etc (List is only for reference and rides are not limited to it. The Rides can be with different names. The premises shall be kept open to sky.) (Reserve Price – Rs.20500/-)	<b>Per month</b>	<b>In Figures</b>
			<b>In Words</b>

Note: -

1. In case of any difference in the quoted amount mentioned in "Figures" and "Words" the higher quoted amount will be considered as the Final Quoted Amount.
2. Quoted monthly rent/license fee will be increased by 10% for the second year i.e after 12 months of signing of Agreement/ operation of the Kids Zone, whichever is earlier.
3. All the taxes including Property Tax and GST shall be paid by the bidder. Nothing shall be paid by DTTDC on this account. Property Tax shall be charged on pro-rata basis.

**SIGNATURES OF BIDDER:** \_\_\_\_\_**NAME IN BLOCK LETTERS:** \_\_\_\_\_**FULL ADDRESS:** \_\_\_\_\_**SEAL OF THE FIRM** \_\_\_\_\_**DATE** \_\_\_\_\_