

TENDER FOR

SELECTION OF OPERATOR FOR OPERATION & REGULATION OF PARKING ZONES AT DILLI HAAT, JANAKPURI



August – September 2020



**Delhi Tourism & Transportation
Development Corporation Ltd.
A Government Undertaking**



*Delhi Tourism & Transportation Development
Corporation, New Delhi*

Tender for
Operation & Regulation
of
Parking Zones
at
Dilli Haat Janakpuri, New Delhi

August - September 2020

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

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

DISCLAIMER

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

This Tender Document is not an agreement and is neither an offer nor invitation by the DTTDC to the prospective Tenderers or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender Document. This Tender 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 Tenderer may require. This Tender 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 Tender Document.

The assumptions, assessments, statements and information contained in this Tender Document, may not be complete, or adequate. Each Tenderer 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 Tender Document and obtain independent advice from appropriate sources.

Information provided in this Tender 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 Tenderer under any law, statute, rules or regulations or principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender 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 tender there upon the statements contained in this Tender 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 Tender Document.

The issue of this Tender Document does not imply that the DTTDC is bound to select a Tenderer or to appoint the selected Tenderer, 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 Tenderer 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 Tenderer 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 for submission of the proposal regardless of the conduct or outcome of the Selection Process.

TENDERING SCHEDULE

The DTTDC shall endeavor to adhere to the following schedule:

Event Description	Date
Starting Date of downloading of tender	Time: 10:00 am Date : 28.08.2020
Tender submission start date	Time: 10:00 am onwards Date : 28.08.2020
Pre Tender Meeting	At 12:30 p.m. 07-09-.2020 at DTTDC's Headquarter in Defence Colony, New Delhi
Last date for receiving queries	07-09-.2020 by 04:30 p.m.
Last Date of Downloading of Tenders	12:00 p.m. 17-09-.2020
Tender Submission end Date	Time : 3:00 p.m. Date: 17-09-.2020
Technical Tender Opening Date	4:00 PM , 17-09-.2020
Date & Time of Financial Tender Opening	To be intimated

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

**INFORMATION AND INSTRUCTIONS FOR TENDERERS FOR e-TENDERING
(Application for inviting open tenders)**

NIT No. DHJP/DTTDC/166/03/2020

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

Name & Location of work	Earnest Money Deposit	Period during which EMD and other documents shall be submitted	Tender Due Date	Time & date of Opening of Tender
Selection of Operator for Operation and Regulation of Parking Zones (Site 1 & 2) at Dilli Haat Janakpuri	Rs. 2.50 Lakh	From 28.08.2200 to 17.09.2020	17.09.2020	4:00 PM 17.09.2020

Date of release of Tender Document through E-procurement solution: 28.08.2020

1. The intending Tenderer must read the terms and conditions the Tender Document carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the required documents.
2. Information and instructions for Tenderers posted on website shall form part of Tender 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 tender can only be submitted after uploading the mandatory scanned mentioned in the Sr. No. 10 below.
5. Tenderers not registered on the website mentioned above are required to get registered beforehand. For registration on e-procurement website, Tenderers 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 tendering process as per details available on the website.

6. The Tenderer must have valid class-III digital signature to submit the tender. Such digital signature must be issued in the name of Tenderer or its authorized signatory.
7. On opening date, the Tenderer can login and see the tender opening process.
8. Tenderer can upload documents in the form of JPG format and PDF format.
9. The Tenderer 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 (In case of JV / Consortium documents listed on point no. (Vi), (vii), (ix), (x) shall have to be submitted by each JV / Consortium member):**
 - (i) Tender Security in favour of 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);
 - (ii) Power of Attorney for signing of Tender in the prescribed format (Annexure - 1);
 - (iii) In case of JV / Consortium, Power of Attorney for Lead Member of Consortium in the prescribed format (Annexure 2);
 - (iv) In case of JV / Consortium, Joint Tendering Agreement in the prescribed format (Annexure3);
 - (v) PAN card;
 - (vi) Income Tax Returns for last 3 (three) years;
 - (vii) Letter of Application in the prescribed format (Submittal - 1) along with Annexes and supporting Documents;
 - (viii) GST Registration Certificate; shop & establishment registration certificate, Profession Tax registration certificate, and any other registration certificate under any relevant act.
 - (ix) Other Applicable Certificates like Client Certificates, Work Completion/Satisfactory Certificates etc.;
 - (x) Proof of operation of eligible projects being claimed by the Tenderer.

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 (A Box will be kept at the Reception of the DTTDC Head Office)** so as to reach before the Tender Due Date.

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

The Tender 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

RESERVE PRICE = The reserve price of existing parking (Site 1) is Rs.3.45 lakhs per month. However, License Fee will be increased by 10% after every one year. The reserve price of the Site 2 is Rs.75,000/- Per month. However, License fee for Site 2 will be increased by 20% after every one year. Tenders below minimum reserve price shall be summarily rejected.

1. **Submission of Tenders:** The Tenderers 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 Tenderer should upload the scanned copies of all the relevant certificates, documents etc., in the <https://govtprocurement.delhi.gov.in> in support of their price tenders. The Tenderer shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

Submission of all the Tender document/supporting documents in ORIGINAL physical copy before tender due date is mandatory along with electronic copies/scanned copies. Tenders submitted electronically but not physically will be summarily rejected. Similarly, tenders 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 tender.

2. **Payment of Tender Security:** The Tender Security shall be in the form of DD issued by a nationalized/scheduled bank issued in favour of **DTTDC Ltd.** have to be submitted.
3. **Financial Proposal Opening:** The Financial Proposal will be opened online by the General Manager, DTTDC or officers authorized by him 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 Tenderers who participated in the tenders.
4. **Processing of Tenders:** DTTDC will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the Tenderer.
5. **Payment of performance Guarantee:** The Security Deposit Amount to be paid to DTTDC by the successful Tenderer shall be equivalent to **10% of the contract value of 02 years (including GST and tentative property tax amount)** 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.
6. **Participation of Tenderers at the time of opening of tenders:** Tenderers have two options to participate in tendering process at the time of opening of Tenders:
 - (i) Tenderers can come at the place of opening of tenders (electronically) as done in the conventional tender process.
 - (ii) Tenderers can see the process online.
7. **Signing of agreement:** After the award of the contract, an agreement shall be signed as done in conventional Tenders

INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF TENDERS

1. The Tenderers 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 tender 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 tender without assigning any reason.
43. 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>. Tenderers are advised to visit the project site, read all the Tender conditions carefully and obtain all necessary information regarding the work before quoting their rates.
4. After submission of the tender the Tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
5. While submitting the revised tender, Tenderer can revise the Commercial Proposal any number of but before last time and date of submission of tender as notified.
6. The Tenderer shall quote his rates keeping in mind the specifications, terms & conditions and special conditions, if any.

7. In the event of the tender 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 tender.
8. The Tenderer shall submit the Commercial Proposal excluding all Taxes.
9. Property Tax shall be payable separately by the Tenderer on monthly basis.

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

1. GENERAL INSTRUCTIONS TO TENDERERS

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, Dilli Haats, 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 Dilli Haat at London. The Annual Turnover of the DTTDC is above Rs. 1300 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 "Dilli Haat" at various locations in Delhi such "Dilli Haat" (INA Market, Pitampura and Janak Puri).

Through this Tender Document, DTTDC intends to select an "Agency for Operation & Regulation of Parking Zones (Site 1 & 2)" for its "Dilli Haat Janakpuri" (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, basket towers, upcoming museum, Exposition Hall, Food Court, AC shops, Amphitheatre, Fine Dining Restaurant with Banqueting Facility etc.

As a part of development & operation strategy, DTTDC appoints agency for Security and Housekeeping services and among other services, "**Parking Operation & Management Agency**" shall have to co-ordinate with *these agencies* for smooth operation & management of parking zones. The project site will be provided to the successful Tenderer 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. Tendering Process

1.3.1. Availability of Tender Documents

Tender documents are available for download on the website www.delhitourism.gov.in OR <https://govtprocurement.delhi.gov.in>

1.3.2. Tendering Schedule

Starting of downloading of Tender Document	Time: 10:00 AM, Date 28.08.2020
Pre Tender Meeting	At 12:30 PM on 07.09.2020 at DTTDC's Headquarter in Defence Colony
Last date of submission of Tenders	17.09.2020 by 3:00 p.m.
Opening of Technical Tenders	17.09.2020 at 4:00 PM
Date & Time of Financial Tender Opening	To be intimated

1.3.3. Offer

DTTDC invites sealed Tenders from interested & eligible Agencies under the E tendering as well as sealed envelope system for Operation & Regulation of parking zones at "Janakpuri Dilli Haat". Interested parties may participate in the Tender process as per the instructions given in this document. The work will be awarded to the successful Tenderer 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 further period of up to 2 (two) years on same terms and conditions at the sole discretion of MD & CEO, DTTDC.

1.3.5. Reserve Price

RESERVE PRICE = The reserve price of existing parking (Site 1) is Rs.3.45 lakhs per month. However, License Fee for site-1 will be increased by 10% after every one year. The reserve price of the Site 2 is Rs.75,000/- Per month. However, License Fee for site-2 will be increased by 20% after every one year. Tenders below minimum reserve price shall be summarily rejected. The Tenderers are required to quote the License fees in Submittal 7 over & above Reserve Price mentioned hereof.

1.3.6. Earnest Money Deposit

- 1.3.6.1. Earnest Money Deposit (EMD) amounting to Rs. 2.50 Lakh (Rupees Two Lakh Fifty Thousand 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 Tenderer will be returned within a period of 30 days from the date of signing the Agreement with the successful Tenderer.
- 1.3.6.3. The EMD amount shall be forfeited if the Tenderer withdraws its proposal before the Proposal Validity period, or fails to adhere to conditions of this Tender.
- 1.3.6.4. The EMD amount shall be forfeited if the successful Tenderer 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 tender validity period mentioned in clause no. 1.3.8 of the Tender document.

1.3.7. Pre Tender Conference

- 1.3.7.1. A pre tender meeting open to all Tenderers who desire to tender for the Project will be held on 07-09-2020 at 12.30 pm in the office of the General Manager, DTTDC The Tenderers will have an opportunity to obtain information/clarifications regarding the project and the conditions in the Tender Documents. For Tenderer's representatives, it would be required to furnish a

letter of authorization from the actual Tenderer at the pre tender meeting as a proof of representation.

- 1.3.7.2.** The Tenderers are requested to forward their queries in writing to the General Manager, DTTDC at its Head Office or Manager (Dilli Haat Janak Puri) at Dilli Haat Janak Puri, New Delhi on or **before 4.30 PM on 07-09-2020**
- 1.3.7.3.** The Tenderers will also be free to ask for any additional information or clarifications in writing during the pre-tender meeting and the reply will be given by the General Manager, Delhi Tourism and Transportation Development Corporation Ltd..
- 1.3.7.4.** Based on the written queries sent by the Tenderers before the pre-tender meeting and raised during the pre-tender meeting, a Common Set of Deviations shall be issued which shall form part of the Tender Document (which will be common and applicable to all Tenderers irrespective of whether the Tenderer has attended the Pre Tender Meeting or not). Response to queries/ addendums (if any) will also be uploaded on www.delhitourism.gov.in or <https://govtprocurement.delhi.gov.in>. Tenderers are requested to follow the website during the tender process.
- 1.3.7.5.** The offers submitted by the Tenderers shall be based on the Tender Documents and Common Set of deviation issued. Tenderers 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 Tender documents shall be liable to be summarily rejected.
- 1.3.7.6.** Failure to attend the pre-tender meeting will not be a cause for disqualification of a Tenderer.
- 1.3.8. Validity of Offer / Tender**
- 1.3.8.1.** Completed tenders in the prescribed formats with requisite submittals, annexure should indicate that the tender would remain valid for a period of 120 days from the date of submission of the tender. DTTDC reserves the right to reject any tender that does not meet this requirement.
- 1.3.8.2.** In exceptional circumstances, prior to the expiry of the tender validity period, DTTDC may request the Tenderer in writing to extend the period of validity for a specified additional period. A Tenderer may refuse the request and in that case will be considered as withdrawn, without forfeiting his EMD, but a Tenderer accepting the request will not be allowed to modify his tender but will be required to extend the validity of the tender for the period of extension.

1.3.9. Nodal Officer of DTTDC

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

Mr. Sanjeev Chugh

Manager (DHJP),

18-A DDA Shopping Cum Office Complex,

Defence Colony, New Delhi - 110024

Phone: +91-11-25612181, 24647005, 24698431, 24618026, 9818727766 (M)

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 Tender Preparation

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

1.3.11. Preparation of Tenders

1.3.11.1. Tenders shall be submitted in the prescribed tender submittals as per Submittals 1 to 7 and Annexure.

1.3.11.2. In the event that the space on the tender Performa 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 tender Performa referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the tender.

1.3.11.4. The Tenderers are advised in their own interest to ensure that all the submittals, other relevant information etc. required by this tender is compiled & submitted along with this tender failing which the tender is liable to be rejected.

1.3.11.5. The tenders can only be submitted in the name of the Tenderer in whose name the Tender documents were issued by DTTDC. The tender papers, dully filled in and complete in all respects shall be submitted together with

requisite information and Annexure/Submittals. It shall be complete and free from ambiguity, change or interlineations.

- 1.3.11.6. The Tenderer shall clearly indicate their legal constitution and the person signing the tender shall state his capacity and also source of his ability to bind the Tenderer.
- 1.3.11.7. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Tenderer, shall be annexed to the tender in the prescribed annexure as may be applicable. DTTDC may reject outright any tender not supported by adequate proof of the signatory's authority.
- 1.3.11.8. The Tenderer shall have to give a certificate in its offer, that the terms and conditions, as laid down in this tendering 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 tender.
- 1.3.11.10. The original tender should be signed manually by the authorized signatory (ies) of the Tenderer. The complete tender including the prices must be written by the Tenderers in indelible ink. Tenders and/or prices written in pencil will be rejected.

1.3.12. Language & Currency of Tenders

The Proposal and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Tenderer 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 tender, 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 tenders

- 1.3.13.1. The tender submitted by the Tenderer shall comprise of two separate envelopes- **Envelope 1**, marked "Earnest Money Deposit " containing EMD, **Envelope 2**, marked "Technical & Financial Tender" containing Technical & financial details complete with all information, materials and Submittals requested throughout the Tender document. Financial details for the purpose of this envelope shall mean the financial status and capacity of the Tenderer to undertake the proposed project. All documents submitted vide **Envelope 1**, **Envelope 2** will be signed and stamped by the authorized signatory of the Tenderer. The documents related to the Technical tenders

along with the EMD amount will only be submitted by the operator to enable the Corporation to assess their eligibility.

1.3.13.2. Envelope- 3, marked as Commercial proposal will be as per Submittal 7, duly signed and stamped. Commercial proposal is required to be submitted through e-tendering process and also through Physical submission.

1.3.13.3. Envelope 1, 2 and 3 shall be sealed and then placed together in a **separate** Envelope super-scribing the Name, Address of the Tenderer and the name of the project as it appears on the Tender document.

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

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

“Do not open except in presence of Evaluation Committee”

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

1.3.13.6. The Tenderer 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 tender 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 Tenderer 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 Tender document, and the Tenderer should carefully review the Tender document to ensure that the submittals of the Envelope are as per the requirements of the Tender document.

Envelope 1: EMD

Envelope 2: Technical and Financial tender;

- (1) Submittal 1, 2, 3, 4, 5, 6
- (2) Power of attorney in favour of authorized signatory (As per Annexure 1)
- (3) Power of Attorney in favour of Lead Member (As per Annexure 2)
- (4) Joint Tendering Agreement (As per Annexure 3)

- (5) Affidavit (As per Annexure 4)
- (6) In case Tenderer is a partnership firm he must present partnership deed.
- (7) In case company is formed under company law - Memorandum of Association and Articles of Association.
- (8) Audited Annual Financial Statements including Balance Sheet and Profit & Loss statements for past **three (3) years** (FY 2018-19, FY 2017-18, FY 2016-17)
- (9) Proof of filling of Income Tax return for last **three (3) years** (FY 2018-19, FY 2017-18, FY 2016-17)
- (10) Original copy of the Tender Document along with common set of deviations duly initialed and stamped on each page.
- (11) Proof of experience of operating Parking contract / Security Contract, as the case may be.
- (12) Copy of PAN card, Goods & 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 Tenderer 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 17-09-2020** . 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 Tenderer unopened.

1.3.14. Tenderer's responsibility

1.3.14.1. It would be deemed that prior to the submission of Proposal; the Tenderer 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 Tenderer's performance under the terms of this Tender, including all risks, costs, liabilities and contingencies associated with the project.
- iv. All proposals/ tenders/offers will be signed by the Tenderer or the duly authorized signatory of the Tenderer.

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

1.3.15. Modification & withdrawal of Proposal not allowed

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

1.3.16. Opening of Tenders

1.3.16.1. Tenders will be opened at **4:00 PM on 17-09-2020** in the office of the General Manager, DTTDC and the following procedure along with e tender opening shall be adopted for opening of the tenders.

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

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 Tenderer, etc. and soundness of the technical proposal, and also asking for missing information, clarification or compliance with Tender documents.

1.3.16.4. Envelope No 3 : Envelope No. 3 (Commercial Proposal) of only those Tenderers who have fulfilled the requirements stipulated in Envelope No.1& 2 above shall be opened by the tender opening authority.

1.3.17. Right of DTTDC

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

- Reject/accept or all the Tenders without assigning any reason;
- Amend / delete / modify any of the provision of this Tender document during the Tendering process without assigning any reason ;
- Annul the tendering process without incurring any liability on any of the participants / Tenderers without assigning any reason thereof.

1.4. Eligibility Criteria

1.4.1. A Tenderer can be an individual/sole proprietor, trust, partnership firm, registered co-operative society, public or private limited company incorporated under provisions of Indian companies Act, 1956. In case of Security Contracts, firms / entities established by Ex-Serviceman can participate in Tender. *Joint venture/ consortium is allowed.*

1.4.2. The Tenderer 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; Security Contract, as the case may be.

1.4.3. The Tenderer must have minimum **3 (Three) years** of experience in providing similar services for parking operation, maintenance, regulation and / or providing security services for any Central / State Government Agency, Public Sector Organizations, Municipal Corporations, shopping malls / commercial complexes etc. It is hereby clarified that as per this clause the Tenderer should be established at **least 3 years** prior to the date of issue of Tender Notice for this Project. In case of consortium, at least one member should have minimum experience of **3 (Three) years** as mentioned in this clause.

1.4.4 **Core Experience :-**The Tenderer **must have successfully executed / completed/ been running at least 2 (Two) parking operation/ maintenance contract of minimum 11 (Eleven) months duration each during last 05 (Five) years.** These 2 (Two) contracts must be pertaining to 2 (Two) different locations. In case contract is of more than 11 (Eleven) months at a particular location/ site, the same will be counted as one contract. Therefore, the 2 (Two) contracts of minimum 11 (Eleven) months duration **each should be completed / executed/ running** during the last 5 (five) years, prior to the date of issue of Tender Notice for this Project. **For the purpose of this clause, the contract(s) in hand with less than 11 months duration will not be counted as a project.** In case of consortium, no. of projects **undertaken/ undertaking** by both the members will be combined to assess the fulfillment of this clause.

1.4.3.1. Ancillary Experience: Any entity having experience of providing Security Services/ Housekeeping Services/ Manpower Services are also eligible to participate in this Tender, provided the Tenderer must have successfully **executed / completed / been running** at least 2 (Two) Security/ Housekeeping/ Manpower Services contract of minimum 11 (Eleven) months duration each during last 5 (Five) years. These 2 (Two) contracts must be pertaining to 2 (Two) different locations. In case contract is of more than 11 (Eleven) months at a particular location/ site, the same will be counted as one contract. Therefore, the 2 (Two) contracts of minimum 11 (Eleven) months duration each should be **completed / executed/ running** during the last 5 (Five) years, prior to the date of issue of Tender Notice for this Project. **For the purpose of this clause, the contract(s) in hand with less than 11 months duration will not be counted as a project.** In case of consortium, no. of projects undertaken by both the members will be combined to assess the fulfillment of this clause.

1.4.3.2. It is further clarified that in case of JV / Consortium one of the members must have successfully **executed / completed / been running** at least 1 (One) Parking contracts in last 5 (Five) years and one of the members must have successfully **executed / completed/ been running** at least 1 (One) Security Contracts/ Housekeeping/Manpower Contracts in last 5 (Five) years. Each such contract must be of minimum 11 (Eleven) months duration at different locations / sites.

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

1.4.5. A Tenderer shall submit only one tender in the same tendering process. The Tenderer who submits or participates in, more than one tender will cause all of the tenders in which the Tenderer has participated to be disqualified.

1.5. Joint venture / Consortium

1.5.1. Joint venture / Consortium are *Allowed* to tender for this work.

1.5.2. In case the Tenderer is a Consortium, it shall comply with the following additional requirements:

- (a) The no. of consortium members should not exceed 2 (Two) members.
- (b) the Proposal should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member(the "**Lead Member**") with shall be responsible for maintaining the correspondence with DTTDC. The nomination(s) shall be supported by a

- Power of Attorney, as per the format at Annexure - 2, signed by all the other members of the Consortium;
- (d) the Proposal should include a brief description of the roles and responsibilities of individual members;
 - (e) an individual Tenderer cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Tenderer Consortium cannot be member of any other Tenderer Consortium applying for qualification;
 - (f) members of the Consortium shall enter into a Joint Tendering Agreement, substantially in the form specified at Annexure 3 (the “**Joint Tendering Agreement**”), for the purpose of submitting a Tender. The Jt. Tendering Agreement, to be submitted along with the Proposal, shall, inter alia:
 - i. convey the intent to equity commitment(s), to enter into the Agreement and subsequently perform all the obligations of the Operator in terms of the Agreement, in case the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. Commit the minimum equity stake to be held by each member for the entire duration of Agreement.
 - iv. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project in accordance with the Agreement and the statement to this effect shall also be included in the Joint Tendering Agreement and the Agreement; and
 - (g) Except as provided under this Tender Documents, there shall not be any amendment to the Joint Tendering Agreement without the prior written consent of the DTTDC.

1.6. Evaluation Process

1.6.1. Tenderers should quote license fees in Indian Rupees only excluding of all taxes, duties, levies, property tax on pro-rata basis, insurance, transportation etc., applicable for complete scope of work as per price Schedule at Submittal 7 provided with the Tender document.

1.6.2. Tenders 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 Tenderer whose tender 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 by way of

Demand Draft / Pay Order or Bank Guarantee from Nationalized / Scheduled Bank till the project completion period plus two months. BG / 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 Tenderer shall be equivalent to **10% of the contract value of 02 years (including GST and tentative property tax amount)** license fee as quoted by him in submittal 7.
- 1.7.3. All Compensations or other sums due and payable to DTTDC by the **successful bidder** 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 may be refunded by DTTDC to the Successful Bidder after the termination of the License Agreement or completion of contract period, after adjusting claims, expenses and/ or damages suffered by DTTDC”.**

The Security Deposit shall remain valid with DTTDC up to 6 months from end of contract period”.

- 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.

1.8. Award of work

- 1.8.1. After opening of the commercial proposal, the same shall be evaluated on the basis of the aggregate amount quoted by the Tenderers therein. The most beneficial offer from the point of view of DTTDC shall be considered for acceptance.
- 1.8.2. The selection of successful Tenderer shall be based on the “Highest License Fee” basis. However, the right to reject/accept any or all the tenders 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 tenders, DTTDC may ask Tenderer for further clarifications of the tender 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 tender no information relating to examination, clarification, evaluation and composition of tenders and recommendations concerning the award of contract shall be disclosed to the Tenderer or other persons.
- 1.8.4. Notwithstanding anything contained in these instructions the corporation, reserves the right to accept or reject any tender and to annul or suspend the tendering process and reject all the tenders at any time prior to the award of the contract without there by incurring any liability of costs to the affected Tenderers and without any obligation to inform the affected Tenderer, the grounds for corporation action. However, if all the Tenderers are found non-competitive, then all the Tenderers shall be rejected.
- 1.8.5. The right to negotiate with any of the Tenderers whose offer has been found to be responsive and attractive to the DTTDC is reserved with DTTDC.
- 1.8.6. The acceptance of the Tender shall be communicated to the successful Tenderer in writing either by the nodal officer of DTTDC authorized to do so. The Tenderer 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 Tenderer 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 Tenderer 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 Tender documents including common set of deviations, revisions, amendments, correspondence with and by DTTDC and the form of agreement duly signed by the Tenderer on all the pages. Tenderers are requested to follow the website during the tender process.
- 1.8.8. In case H1 bidder fails to sign the agreement then the H1 bidder will be debarred from participation in any tender floated by DTTDC for the period of two years from the date of default.

1.9. Corrupt or Fraudulent Practices

It is required that the Tenderers observe the highest standard of ethics during the Tendering 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 Tendering 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 Tendering process or in the execution of any Agreement with DTTDC to the detriment of DTTDC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to deprive DTTDC of the benefits of free and open competition.
 - iii. **“That the Corrupt and fraudulent practice”** shall also mean and include acts defined under Contract Act, 1872; Indian Penal Code, 1860 and other such acts/ offences contained in any other law for the time being in force. Additionally, the same shall also bar any anti-competitive practices as may be defined under Competition Act, 2002.
- b) DTTDC will reject the tender, at any stage, if it determines that the Tenderer recommended or selected has engaged in corrupt or fraudulent practices during tendering process.

2. SCOPE OF WORK

A. Area of Operation (Site 1 and Site 2) - To be called as Dilli Haat Janak Puri Premises/ Facility / Project

Total Area of Parking Zones at Dilli Haat Janakpuri (Site 1) is approximately **6212.35 Sq.Mtr** Total Capacity of Parking Zones for Operation & Regulation of Parking Zones by the manpower of the **Agency** who has fulfilled the conditions of Clause 1.8 Award of Work 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	Car Parking	34	34	0	0

	room and Exposition Hall	(Surface)				
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

Site - 2 - A Plot measuring approx. 1.75 acres (Approx 7000 sq. mtr.) adjacent to Dilli Haat Janak Puri. It is estimated that around 250 cars can be parked here. However, Tenderer is advised to visit the sites to satisfy him before submitting the tender/bids.

2.1. General instructions regarding scope of work

1. The Successful Bidder shall deploy all manpower at the Janakpuri Dilli Haat premises (both sites) 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 **Successful Bidder** reserves the right to remove the personnel with prior permission of the DTTDC, emergencies, exempted.
4. The **Successful Bidder** shall provide detailed list of personnel's, manager & nodal officer etc. who will be deployed at the project site along with name, address, and other contact details.
5. The **Successful Bidder** shall provide for insurance coverage of its personnel for personal accident and/ or death while performing the duty".
6. The **Successful Bidder** shall exercise adequate supervision to ensure proper performance of services in accordance with the requirements.
7. The **Successful Bidder** 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 **Successful Bidder** 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 **Successful Bidder** 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 **Successful Bidder** shall also provide at its own cost all benefits statutory or otherwise to its employees and the **DTTDC** 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 **Successful Bidder** 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 authorized representative of DTTDC.
12. The **Successful Bidder** 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. **(Site 1 only)**
15. The **Successful Bidder** shall within a period of 4 weeks from the date of occurrence of such loss or damage rectify/ repair or compensate **monetarily** to the condition it was before such loss or damage occurred. However, DTTDC shall at its sole discretion allow for necessary deductions to be made from agency's security deposit in lieu of compensation of such loss or damages."
16. The **Successful Bidder** 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 Authorized 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 Successful Bidder 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 **Successful Bidder** & other agencies involved.
- **Erect and** 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 **Successful Bidder** & 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: 7:00 AM to 3:00 PM
 - Noon Shift: 3:00 PM to 11:00PM
 - Night Shift: 11:00 PM to 7:00 AM
- A self attested certificate by the Authorized Signatory that no employee of the Tenderer has any criminal background and / or police record during last **three** years will also be submitted.

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 **Successful Bidder**, security agencies and authorities.

2.5 Additional scope of work especially for Site 2 (Vacant Plot)

1. The leveling of the vacant plot, fencing/erection of boundary wall, electricity meter and power supply connection, erection of gates for entry and exit of vehicles, security and cleaning of the premises, 24 hours operations with sufficient manpower etc., will be the responsibility of the parking contractor on his own cost.
2. The operator will ensure that no daily visitor should have any in convenience for parking his vehicle in both the parking sites due to monthly/night parking of vehicles. It is further clarified that in case any visitor complains for no parking in the site, a penalty may be imposed on the operator as already mentioned in the tender document.
3. It is also clarified that a specific part or the whole site 2, can be taken over by DTTDC for any purpose by giving a one month's notice. In case, a part of the site is taken over, the license fee **and other charges** will accordingly be reduced on pro rata basis on the rates quoted by the H-1 bidder for this site 2.
4. **The Operator will earmark and erect a separate designated area with proper fencing for night parking of 100 vehicles with proper display in consultation with the DTTDC's authorized representative. Security and housekeeping will also be the sole responsibility of the Parking Operator for this site also.**
5. **No Tree cutting is allowed. The instructions issued by the Government or NGT or any other related agency will be followed by the Operator.**
6. In addition, the contractor will also be required to pay the property tax of this plot/site 2 too.
7. The bidders is required to bid for both the parking sites collectively in the Financial Bid Format, and the H-1 bidder will be selected on the basis of the highest bid quoted by the bidder for both the sites collectively. To further clarify, the H-1 bidder will be selected after adding both quotation and the bidder, whose total bid of both the sites is highest, will be declared the H-1. Separate reserve prices are kept in view of the fact that in case in future, it is decided to utilize this Site B or a part of this Site B, for any other purpose, the license fee can be accordingly revised on pro rata basis.

3. GENERAL CONDITIONS OF CONTRACT (GCC)

3.1. Infrastructure Services provided to the Successful Bidder by DTTDC at Site 1 only.

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 **Successful Bidder**, DTTDC shall issue the Letter of commencement of work, to the **Successful Bidder** authorizing him to start the work. It is clarified that the **Successful Bidder** shall have to sign the agreement within the prescribed time period mentioned in this Tender document. Date of issue of Commencement letter shall be effective date for the start of the contract period.

The **Successful Bidder** is required to take possession of the site from the date of issue of Letter of Commencement. In case the **Successful Bidder** 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 **Successful Bidder** is not entitled to collect parking charges in excess of the following:

Site - 1 (Existing site within Dilli Haat Janak Puri)

Type of Vehicle	Rate in Rs. Per Vehicle			Monthly Charges in Rs. p.m.
	Upto 3 hrs.	3 - 5 hrs.	More than 5 hrs.	
2 wheeler	20/-	30/-	40/-	1000 Flat
Auto rickshaw	20/-	30/-	40/-	1000 Flat
4 wheeler / Taxi	30/-	40/-	60/-	2500 Flat

Tourist Buses	150/-	
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Site – 2 (Vacant Plot of 1.75 acres / Approx 7000 sq. mtr adjacent to Dilli Haat

Type of Vehicle	Rate in Rs. Per Vehicle			Monthly Charges in Rs. p.m.
	Upto 3 hrs.	3 - 5 hrs.	More than 5 hrs.	
2 wheeler	20/-	30/-	40/-	800 Flat
Auto rickshaw	20/-	30/-	40/-	800 Flat
4 wheeler / Taxi	30/-	40/-	60/-	2200 Flat
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. **Maximum 175 (One Hundred Seventy Five) cars/two wheelers** can also be parked inside the project (Site 1) and **Maximum 100 (One Hundred only) cars/two wheelers** can also be parked in the Site 2 (vacant Plot) at the designated parking space during night shift (from 11:00 P.M. to 7:00 A.M.). The operator will maintain a register indicating the particulars of the owner of the vehicle and the vehicle itself along with the documentary proof and submit a copy of the same to the Office of DHJP on monthly basis. In case, at any point of time during any month, the night parking is found more than the allowed number of vehicles, Rs. 5000/- (Rupees Five Thousand only) per vehicle will be charged from the operator as penalty for that particular month in which the said discrepancy is found. In any case, extra vehicle above the prescribed limit will not be allowed to park during night shift, unless prior approval of the DTTDC is taken.
- 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 **Successful Bidder** 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 **Successful Bidder** 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 **Successful Bidder** 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. Successful Bidder's Obligations

- 3.5.1. The **Successful Bidder** shall provide services at Janak puri 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 Successful Bidder 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 Successful Bidder and the DTTDC shall not in any manner be liable. All statutory liabilities to the deployed personnel shall be paid by the Successful Bidder .
- 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 Successful Bidder reserves the right to remove the any personnel with prior intimation to the DTTDC, emergencies exempted.
- 3.5.4. The **Successful Bidder shall provide for insurance coverage of its personnel for personal accident and/ or death while performing the duty."**
- 3.5.5. **Agency shall perform the services in a manner compliant with prudent professional practices, Applicable Laws, and applicable procedures and safety requirements."**
- 3.5.6. **In the event, the land of the said Parking Lot is required or taken from DTTDC by any Government Authority under any Applicable Laws, in that case the said Agreement shall automatically stand terminated and Agency shall have no right to claim any damages, cost or expenses etc. from DTTDC in any manner."**
- 3.5.7. The **Successful Bidder** shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with requirement of this contract.
- 3.5.8. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the DTTDC.
- 3.5.9. The **Successful Bidder** 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 Successful Bidder 's Liability

- 3.6.1. **The successful Bidder at its own cost and expense, shall be responsible for the cleanliness and maintenance of the Parking Lot up to the satisfaction of DTTDC.**
- 3.6.2. **In case of any theft or damage to any vehicle parked in the Parking Lot, the Agency/ Successful Bidder shall be responsible for the same and DTTDC shall not be responsible for the same in any manner whatsoever."**
- 3.6.3. The **Successful Bidder** 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 **Successful Bidder** or any of its employees engaged in the provision of the services to the DTTDC.
- 3.6.4. The **Successful Bidder** shall not be liable in any way 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 **Successful Bidder** or any of its employees engaged in the provision of manpower Services to the DTTDC.
- 3.6.5. The Tenderer shall not assign, transfer or sub contract any of its rights and duties under the contract except as provided without the prior approval of the DTTDC.
- 3.6.6. The parking contractor shall also pay all the license or other fee or taxes including the property tax (on pro-rata basis), payable to Government, or Municipal or local body concerned in connection with the regulation/ monitoring/ management/ maintenance of the parking zone in DHJP.

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 **Successful Bidder'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 **Successful Bidder** in connection with the performance of the Services. The DTTDC shall notify the **Successful Bidder** of any dishonest, wrongful or negligent acts or omissions of

the **Successful Bidder'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 **Successful Bidder** 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 **Successful Bidder** after the expiry of the contract. The DTTDC does not recognize any employee employers' relationship with any of the workers of the **Successful Bidder** .

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 **Successful Bidder** 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 up to two years, subject to satisfactory services at the sole discretion of the office of the DTTDC. License Fee shall be increased by 10% every year after completion of first year of operation/contract for **Site 1 and by 20% for Site 2**.

3.9 Payments

- 3.9.1. The **Successful Bidder** 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 / RTGS/ Electronic Transfer only (on scheduled commercial bank) drawn in favour of "Delhi Tourism & Transportation Development Corporation Limited". **Since the operator would require to develop the second plot for parking purposes, he would not be required to pay the license fee for the second plot for the first month of the agreement period or till the commercial operations of parking starts in this plot, whichever is earlier.** In case of failure to deposit the license fee in time, interest @ 24% p.a. will be **levied** 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 **Successful Bidder** 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 (DTTDC). Also on such cancellation of the license, the **Successful Bidder** 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 site 1 and 20% for site 2**, for the next year on monthly basis i.e. after completion of every one 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 **Successful Bidder** 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 Demand Draft/ RTGS/ Electronic Transfer.

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 **Successful Bidder** on any occasion, the entire cost of such services obtained on that occasion by the DTTDC shall be fully recovered from the **Successful Bidder** '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 **Successful Bidder** (except due to normal wear and tear) will be recovered from the **Successful Bidder** '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 **and/or inconvenience to the** visitors for parking, 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. **Successful Bidder** 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 attributable to any act or omission of any of them)
- 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.

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 3.12.4 ; or

- termination of the contract pursuant to clause no. **3.12.7** thereof

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 an extension of time to the extent it has been rendered unable to perform its obligation as a consequence of force majeure event which shall be determined by DTTDC. However, such an extension of time shall not exceed the actual period of duration of force majeure event”.**

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 Successful Bidder or its personnel/ representative/ affiliate takes any action which leads to or which has the potential to adversely affect the reputation or goodwill of DTTDC, its affiliates, associates, promoters, directors and key personnel shall lead to immediate termination.”**

- 3.13.2. Any development which shall frustrate the contract shall also lead to termination”.
- 3.13.3. Upon termination or conclusion of contract period no parking shall be allowed to be operated by the Agency. If any vehicle is found inside the parking the proportionate parking amount will be deducted/ recovered from the Security Deposit of the Agency till the date of making Parking completely vacant by the Agency and handing over the vacant possession to DTTDC.”
- 3.13.4. For Termination under Clause 3.13, the effect of termination shall be immediate forfeiture of interest free security deposit along with handover of the peaceful possession of the Parking Lot and the agency shall not be entitled to any claim damages compensation or any other consideration whatsoever.
- 3.13.5. The other party is in material breach of its obligations under this Agreement and or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 3.13.6. In case of breach of any of terms and conditions of the Contract by the **Successful Bidder** , 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.
- 3.13.7. The **Successful Bidder** 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.
- 3.13.8. The **Successful Bidder** goes bankrupt and becomes insolvent.
- 3.13.9. Notwithstanding anything mentioned herein above, if the contract is terminated due to following acts of the **Successful Bidder** , the **Successful Bidder** shall not be entitled to any claim, damages, compensation or any other consideration whatsoever:
- The **Successful Bidder** 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 authorized 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 Tender.

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 **Successful Bidder** in any of the following events, that is to say:-

If the **Successful Bidder** being an individual or firm, any partner in the **Successful Bidder's** firm, or 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 **Successful Bidder** 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 **Successful Bidder** 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 **Successful Bidder** 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 Tenderer 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 **Successful Bidder** 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 Tenderer or property owned by his firm/company by way of initiating suitable legal litigation against the **Successful Bidder** at any point of time.

That the successful bidder/agency indemnifies and hold harmless against all penalties, late payments, damages, compensation; act of negligence and other such losses

on account of any act, commission, omission which are attributable to the agency its affiliate, representative, officers, etc."

3.17 The **Successful Bidder** 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 **Successful Bidder** shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.

3.19. **No Assignment:** The Tenderer 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 Tender. The **Successful Bidder** (i.e. **Successful Bidder**) 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 **Successful Bidder** 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 sites 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 / **Successful Bidder** 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 **Successful Bidder** 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 **Successful Bidder** 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 **Successful Bidder** will be the sole responsibility of the **Successful Bidder** only and DTTDC will stand absolved of any obligations or liability towards the injured / damage.
- d) The **Successful Bidder** hereby also agrees to comply with all security instructions issued DTTDC or his duly authorized representative or Facility Management **Successful Bidder** .
- e) The **Successful Bidder** 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 **Successful Bidder** will strictly abide by and comply with all security instructions as may be issued from time to time by DTTDC or Facility Management **Successful Bidder** or his duly authorized representative.
- f) The **Successful Bidder** hereby also agrees to fully comply with all instruction regarding fire fighting /hazard as may be issued by DTTDC or Facility Management **Successful Bidder** or his duly authorized representative.
- g) The **Successful Bidder** will provide unfettered access at all times to the site for inspection as may be desired by DTTDC or Facility Management **Successful Bidder** or his duly authorized 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 **Successful Bidder** 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 **Successful Bidder** 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 sites and the decision of the General Manager, DTTDC, New Delhi in this regard shall be final and binding.
- l) **DTTDC shall at all times retain free and unobstructed right of ingress and egress to the Parking Lot including, without limitation, access for inspection and to carry out repairs, alterations and additions towards the usage and operation of the `Dilli Haat; premises at all reasonable time with prior appointment."**
- m) **Governing Law: This Agreement shall be executed at Delhi and shall be governed by and construed in accordance with the laws of India. The Courts at Delhi shall have the exclusive jurisdiction to determine any question, issue, dispute or claim between the parties including any application to be made under the Arbitration and Conciliation Act, 1996.**
- n) **Severability: If any term or provision is found by a court of competent jurisdiction or any other authority to be invalid, illegal or otherwise**

unenforceable, such term or provision shall not affect the other terms or provisions of this Bid Document or this Agreement as a whole, but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Bid Document.

- o) **Waiver:** The waiver by DTTDC of a breach or violation of any provision of this Agreement by the Successful Bidder or Agency, shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

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

In case of any ambiguity or non clearance of any clause of this tender document, the version and/or decision of MD & CEO, DTTDC shall be final.

SUBMITTALS

SUBMITTAL 1
Letter of Application

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

Date:

To,

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

Name of the Work: *Appointment of Successful Bidder for Operation & Regulation of Parking Zones (Site 1 & Site 2) at "Janakpuri Dilli Haat"*

Dear Sir,

1. Being duly authorized to represent and act for and on behalf of.....(herein the Tenderer), and having studied and fully understood all the information provided in the Tender document, the undersigned hereby apply as a Tenderer for **"Operation & Regulation of Parking Zones (Site 1 & 2) at Janakpuri Dilli Haat"**, according to the terms & conditions mentioned in Tender Document issued by DTTDC.
2. Our Tender proposal (technical tender, financial tender and commercial proposal) 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 "EMD".
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 Tenderer.
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. Tenders will be subject to verification of all information submitted at the time of Tendering.
 - b. DTTDC reserves the right to reject or accept any tender, cancel the tendering process, and / or reject all tenders.
 - c. DTTDC shall not be liable for any of the above actions and shall be under no obligation to inform the Tenderer 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 tenders thereof and not to make any modifications in its terms and conditions, which are not acceptable to the DTTDC. Should this tender 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 tenders submitted by us will be subject to verification of all information, terms and conditions submitted at the time of tendering 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 Tenderer
Place:

Encl:

1. The EMD/s of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand 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 Tender Document.

SUBMITTAL 2
Structure And Organization

1	Name and address of Firm/ Lead Consortium Member	
2	Description of the Tenderer	
3	Number of years in Operation and principal lines of Business	
4	Experience (Brief details in line with eligibility criteria)	
5	Names and Principals who will sign documents on behalf of the company	
6	Name and address of Consortium partners (Applicable for a consortium/ JV only)	

Enclosures

1. Documents certifying Tenderers 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
5. In case of Consortium, both members must submit this Submittal

SUBMITTAL 3
List of Completed Work

Name of the Tenderer / Name of the Consortium Member:

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.
- In case of this Consortium, both the members must submit this Submittal.

SUBMITTAL 4
List of Works In Hand

Name of the Tenderer / Name of the Consortium Member:

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.
- In case of this Consortium, both the members must submit this Submittal.

SUBMITTAL 5
Financial Statement

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

Name of the Tenderer / Name of the Consortium Member:

Figures in Rs. Lacs

Sr. No.	Description	2016-17	2017-18	2018-19
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 **three** 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.
3. In case of Consortium, both the members must submit this Submittal along with audited financial statements of the last **three** financial years.

SUBMITTAL 6
Information Regarding Current Litigation, Debarring/ Blacklisting, Expelling Or Abandonment Of Work during last 5 years

Name of the Tenderer:

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

1	A	Is the Tenderer 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 Tenderer or any of its JV members been debarred/ expelled by any Government Successful Bidder , during the last 5 years	Yes/ No
	B	If yes, give details	
3	A	Has the Tenderer or any of its JV partner failed to complete any contract during the last 5 years due to any reason	Yes/ No
	B	If yes, give details	

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

Details of dispute	Year	Award for / or against Tenderer	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 Tenderer 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, We..... (name of the Tenderer and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our tender for Appointment of **Successful Bidder** for Operation & Regulation of Parking Zones at Janakpuri Dilli Haat Project proposed or being developed by the DTTDC (the "Authority") including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our tender, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our tender for the said Project and/ or upon award thereof to us and/ or till the entering into the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address of the person who gives this Power of Attorney)

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

In the presence of :

Witness 1.
Signature

Witness 2.
Signature

Name
Address

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
Format For Power Of Attorney For Lead member of Consortium
(On the Non Judicial Stamp paper of requisite amount)

Whereas the DTTDC (“the Authority”) has invited applications from interested parties for Appointment of **Successful Bidder** for Operation & Regulation of Parking Zones at Janakpuri Dilli Haat (the “Project”).

Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in tendering for the Project in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s tender for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the tendering process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the technical qualification of the Consortium and submission of its tender for the Project, including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in Tenderers and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the tender of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government **Successful Bidder** or any person, in all matters in connection with or relating to or arising out of the Consortium’s tender for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and

things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

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 3
Joint Tendering Agreement
(To be executed on Stamp paper of appropriate value)

THIS JOINT TENDERING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... } and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}[§]

The above mentioned parties of the FIRST, SECOND PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- (A) The Delhi Tourism and Transportation Development Corporation Ltd., a Govt. Company registered under Companies Act, 1956 and having its registered office at 18A, DDA SCO Complex, Defence Colony, New Delhi 110024 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the "**Applications**") by its Tender No. dated(the "**Tender**") for short-listing of Tenderers for Appointment of **Successful Bidder** for Operation & Regulation of Parking Zones (Site 1 & 2) at Janakpuri Dilli Haat (the "**Project**").
- (B) The Parties are interested in jointly tendering for the Project as members of a Consortium and in accordance with the terms and conditions of the Tender document in respect of the Project, and
- (C) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Tendering Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.

2. Consortium

[§] The number of Parties cannot exceed more than 2 (Two).

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Tendering Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. **Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Tenderer and awarded the Project, it shall perform all its obligations as the **Successful Bidder** in terms of the Agreement for the Project.

4. **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the ___ Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Tendering Process and under the Agreement;
- (b) Party of the ___ Part shall be {the Technical Member / Financial of the Consortium;}

5. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Document and the License Agreement, during the License Agreement Period.

6. **Shareholding in the SPV**

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

- 6.2 The Parties undertake they will not change the above mentioned share during the License Agreement period without the approval of the Authority.

7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this

Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect during the License Agreement Period, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Tender Security by the Authority to the Tenderer, as the case may be.

9. Miscellaneous

- 9.1 This Joint Tendering Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of
FIRST PART by:

For and on behalf of
SECOND PART by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Tendering Agreement should be in accordance with the procedure, if any, laid 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.
2. Each Joint Tendering Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

ANNEXURE 4

Affidavit

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

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

1. I say that I am the authorized signatory of(insert name of Tenderer) (hereinafter referred to as "Tenderer") and I am duly authorized by the Board of Directors of the Tenderer to swear and depose this Affidavit on behalf of the Tenderer.
2. I say that I have submitted information with respect to our tender 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 License Agreement 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 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.....,2020.

DEPONENT

**ANNEXURE 5
DRAFT LICENSE AGREEMENT**

This agreement made at _____ on this ____ day of _____ 2020

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

_____, a Proprietary Firm / Registered Partnership Firm / Companies registered under The Companies Act, 1956 / Consortium of _____ & _____ having the Principal Place of Business _____ herein referred to as “**the Successful Bidder**” 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 (Site 1 & 2) at the Janakpuri Dilli Haat, New Delhi & intends to appoint Operator to carry out the services (as defined in the Tender Document).

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

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

AND WHEREAS pursuant to the said NIT, _____, the **Successful Bidder** has, inter alia, submitted their tender for the project which has been accepted by the DTTDC

on the terms and conditions contained in Tender Document as per the Letter of Acceptance dated _____ issued by the DTTDC.

AND WHEREAS pursuant to the acceptance of the tender by the DTTDC, the **Successful Bidder** 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"):
 - ◆ Tender 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 **Successful Bidder** is appointed for the period of 2 (two) years, subject to the satisfactory completion of scope of the work mentioned in the Tender 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 ____/2020 to ____/2021	
2 nd year	From ____/2021 to ____/2022	
TOTAL		
(Rs. _____ only)		

- Excluding all Taxes, Cess, Property Tax etc.

5. The Successful Bidder does hereby agree:

- a) To duly execute and complete the Project in all respect entirely as per the provisions of the Tender 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 Organization, 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 **Successful Bidder** or any of its deployed personnel.

6. Secrecy:

The **Successful Bidder** 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 authorized 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 **Successful Bidder** or its personnel or agents. The **Successful Bidder** shall not avail of the information obtained in the course of work hereunder in any manner, whatsoever, nor shall the **Successful Bidder** divulge any information about the location of the work area of part thereof. The **Successful Bidder** 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:

- i. 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.
- ii. 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 Sr. Chief Manager and above.
- iii. 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.
- iv. 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.
 - v. Any Dispute and or difference arising out of or relating to the contract will be resolved by referring the same for adjudication to a sole Arbitrator to be appointed by the MD & CEO, DTTDC.
 - vi. The award of sole Arbitrator shall be final and binding on all the parties. The Arbitrator Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of arbitration shall be borne by the respective parties in equal proportions.
 - vii. 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.
 - viii. 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.
 - ix. 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.
 - x. 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.
 - xi. 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.
 - xii. No amendments or modification to this agreement shall be valid and effective unless made in writing and executed by the duly-authorized representatives to all parties hereto.

8. Other Conditions:

- i. Together with the covenants by the **Successful Bidder** to the Tender Document, this Contract supplements & complements all conditions, duties and obligations laid down for the **Successful Bidder** in any other relevant correspondence & other pertaining, and these are irrevocable during the period of Contract, subject to the all Rights of the DTTDC.
- ii. If the **Successful Bidder** commits a breach of any of the terms and conditions contained in the Contract Documents including Tender

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.

- iii. The decision of the designated official of the DTTDC in all respect will be final.

9. SCOPE OF WORK

Area of Operation (Site 1 and Site 2) - To be called as Dilli Haat Janak Puri Premises/ Facility / Project

Total Area of Parking Zones at Dilli Haat Janakpuri (Site 1) is approximately **6212.35 Sq.Mtr** Total Capacity of Parking Zones for Operation & Regulation of Parking Zones by the manpower of the **Agency** who has fulfilled the conditions of Clause 1.8 Award of Work (**tender document**) at Janakpuri Dilli Haat is **225 Cars, 137 Two Wheeler Vehicles and 3 Buses**, details of which are mentioned as below:

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 Exposition 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
Total Parking Capacity			365	225	137	3

Site - 2 - A Plot measuring approx. 1.75 acres (Approx 7000 sq. mtr.) adjacent to Dilli Haat Janak Puri. It is estimated that around 250 cars can be parked here. However, Tenderer is advised to visit the sites to satisfy him before submitting the tender/bids.

10. General Instructions regarding scope of work

- i. The Successful Bidder shall deploy all manpower at the Janakpuri Dilli Haat premises (both sites) in the manner and as per the instructions of the DTTDC.
- ii. 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.
- iii. The DTTDC shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the **Successful Bidder** reserves the right to remove the personnel with prior permission of the DTTDC, emergencies, exempted.
- iv. The **Successful Bidder** shall provide detailed list of personnel's, manager & nodal officer etc. who will be deployed at the project site along with name, address, and other contact details.
- v. The **Successful Bidder** shall **provide for insurance coverage of its personnel for personal accident and/ or death while performing the duty**".
- vi. The **Successful Bidder** shall exercise adequate supervision to ensure proper performance of services in accordance with the requirements.
- vii. The **Successful Bidder** 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.
- viii. The personnel of the **Successful Bidder** 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.
- ix. The personnel of the **Successful Bidder** 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.
- x. The **Successful Bidder** shall also provide at its own cost all benefits statutory or otherwise to its employees and the **DTTDC** shall not have any liability whatsoever on this account.
- xi. 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 **Successful Bidder** 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 authorized representative of DTTDC.
- xii. The **Successful Bidder** 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.
- xiii. No structure of permanent nature will be allowed to be constructed on the subject land allotted on license basis under any circumstances.

- xiv. DTTDC will provide leveled land, electricity connection and water & sanitation facilities. **(Site 1 only)**
- xv. The **Successful Bidder** shall within a period of 4 weeks from the date of occurrence of such loss or damage rectify/ repair or compensate **monetarily** to the condition it was before such loss or damage occurred. However, DTTDC shall at its sole discretion allow for necessary deductions to be made from agency's security deposit in lieu of compensation of such loss or damages."
- xvi. The **Successful Bidder** 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 Authorized official of the DTTDC in this respect.
- xvii. All the decisions, directives issued by the General Manager, DTTDC will be final & applicable.
- xviii. Activities mentioned hereunder are not exhaustive and the Successful Bidder shall have to carry out the Operation & Regulation of Parking Zones as per the good industry practices and standard operating procedures.

11. 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 **Successful Bidder** & other agencies involved.
- **Erect and** 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 **Successful Bidder** & other agencies involved.

11.1.1. 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: 7:00 AM to 3:00 PM
 - Noon Shift: 3:00 PM to 11:00PM
 - Night Shift: 11:00 PM to 7:00 AM
- A self attested certificate by the Authorized Signatory that no employee of the Tenderer has any criminal background and / or police record during last **three** years will also be submitted.

12. 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 **Successful Bidder**, security agencies and authorities.

13. Additional scope of work especially for Site 2 (Vacant Plot)

- i. The leveling of the vacant plot, fencing/erection of boundary wall, electricity meter and power supply connection, erection of gates for entry and exit of vehicles, security and cleaning of the premises, 24 hours operations with sufficient manpower etc., will be the responsibility of the parking contractor on his own cost.
- ii. The operator will ensure that no daily visitor should have any in convenience for parking his vehicle in both the parking sites due to monthly/night parking of vehicles. It is further clarified that in case any visitor complains for no parking in the site, a penalty may be imposed on the operator as already mentioned in the tender document.
- iii. It is also clarified that a specific part or the whole site 2, can be taken over by DTTDC for any purpose by giving a one month's notice. In case, a part of the site is taken over, the license fee **and other charges** will accordingly be reduced on pro rata basis on the rates quoted by the H-1 bidder for this site 2.
- iv. The Operator will earmark and erect a separate designated area with proper fencing for night parking of **100** vehicles with proper display in consultation with the DTTDC's authorized representative. Security and housekeeping will also be the sole responsibility of the Parking Operator for this site also.
- v. No Tree cutting is allowed. The instructions issued by the Government or NGT or any other related agency will be followed by the Operator.
- vi. In addition, the contractor will also be required to pay the property tax of this plot/site 2 too.

- vii. The bidders is required to bid for both the parking sites collectively in the Financial Bid Format, and the H-1 bidder will be selected on the basis of the highest bid quoted by the bidder for both the sites collectively. To further clarify, the H-1 bidder will be selected after adding both quotation and the bidder, whose total bid of both the sites is highest, will be declared the H-1. Separate reserve prices are kept in view of the fact that in case in future, it is decided to utilize this Site B or a part of this Site B, for any other purpose, the license fee can be accordingly revised on pro rata basis.

14. GENERAL CONDITIONS OF CONTRACT (GCC)

14.1. Infrastructure Services provided to the Successful Bidder by DTTDC at Site 1 only.

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

14.2. Confidentiality

- 14.2.1. 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.

14.3. Notice to Proceed

After the signing of agreement between DTTDC & the **Successful Bidder**, DTTDC shall issue the Letter of commencement of work, to the **Successful Bidder** authorizing him to start the work. It is clarified that the **Successful Bidder** shall have to sign the agreement within the prescribed time period mentioned in this Tender document. Date of issue of Commencement letter shall be effective date for the start of the contract period.

The **Successful Bidder** is required to take possession of the site from the date of issue of Letter of Commencement. In case the **Successful Bidder** 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.

14.4. Parking Charges

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

Site - 1 (Existing site within Dilli Haat Janak Puri)

Type of Vehicle	Rate in Rs. Per Vehicle			Monthly Charges in Rs. p.m.
	Upto 3 hrs.	3 - 5 hrs.	More than 5 hrs.	
2 wheeler	20/-	30/-	40/-	1000 Flat
Auto rickshaw	20/-	30/-	40/-	1000 Flat
4 wheeler / Taxi	30/-	40/-	60/-	2500 Flat
Tourist Buses	150/-			

Site - 2 (Vacant Plot of 1.75 acres / Approx 7000 sq. mtr adjacent to Dilli Haat

Type of Vehicle	Rate in Rs. Per Vehicle			Monthly Charges in Rs. p.m.
	Upto 3 hrs.	3 - 5 hrs.	More than 5 hrs.	
2 wheeler	20/-	30/-	40/-	800 Flat
Auto rickshaw	20/-	30/-	40/-	800 Flat
4 wheeler / Taxi	30/-	40/-	60/-	2200 Flat
Tourist Buses	150/-			

14.4.1. 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. **Maximum 175 (One Hundred Seventy Five) cars/two wheelers can also be parked inside the project (Site 1) and Maximum 100 (One Hundred only) cars/two wheelers can also be parked in the Site 2 (vacant Plot)** at the designated parking space during night shift (from 11:00 P.M. to 7:00 A.M.). The operator will maintain a register indicating the particulars of the owner of the vehicle and the vehicle itself along with the documentary proof and submit a copy of the same to the Office of DHJP on monthly basis. In case, at any point of time during any month, the night parking is found more than the allowed number of vehicles, Rs. 5000/- (Rupees Five Thousand only) per vehicle will be charged from the operator as penalty for that particular month in which the said discrepancy is found. In any

case, extra vehicle above the prescribed limit will not be allowed to park during night shift, unless prior approval of the DTTDC is taken.

- 14.4.2. The rates, charges and vehicular composition are subject to change/ revision upwards or downwards as per direction of the authorized Official of DTTDC.
- 14.4.3. The **Successful Bidder** 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.
- 14.4.4. The **Successful Bidder** will at all times display the rates and timing of parking at a prominent location at the entry of the parking sites.
- 14.4.5. The **Successful Bidder** 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.

14.5. Successful Bidder's Obligations

- 14.5.1. The **Successful Bidder** shall provide services at Janak puri 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.
- 14.5.2. The Successful Bidder 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 Successful Bidder and the DTTDC shall not in any manner be liable. All statutory liabilities to the deployed personnel shall be paid by the Successful Bidder .
- 14.5.3. The DTTDC shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Successful Bidder reserves the right to remove the any personnel with prior intimation to the DTTDC, emergencies exempted.
- 14.5.4. The Successful Bidder shall provide for insurance coverage of its personnel for personal accident and/ or death while performing the duty."
- 14.5.5. Agency shall perform the services in a manner compliant with prudent professional practices, Applicable Laws, and applicable procedures and safety requirements."
- 14.5.6. In the event, the land of the said Parking Lot is required or taken from DTTDC by any Government Authority under any Applicable Laws, in that case the said Agreement shall automatically stand terminated and Agency shall have no right to claim any damages, cost or expenses etc. from DTTDC in any manner."
- 14.5.7. The **Successful Bidder** shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with requirement of this contract.
- 14.5.8. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the DTTDC.

14.5.9. The **Successful Bidder** 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

15. Successful Bidder 's Liability

- i. The successful Bidder at its own cost and expense, shall be responsible for the cleanliness and maintenance of the Parking Lot up to the satisfaction of DTTDC.
- ii. In case of any theft or damage to any vehicle parked in the Parking Lot, the Agency/ Successful Bidder shall be responsible for the same and DTTDC shall not be responsible for the same in any manner whatsoever."
- iii. The **Successful Bidder** 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 **Successful Bidder** or any of its employees engaged in the provision of the services to the DTTDC.
- iv. The **Successful Bidder** shall not be liable in any way whatsoever and the DTTDC hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - o Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - o 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 **Successful Bidder** or any of its employees engaged in the provision of manpower Services to the DTTDC.
- v. The Tenderer shall not assign, transfer or sub contract any of its rights and duties under the contract except as provided without the prior approval of the DTTDC.
- vi. The parking contractor shall also pay all the license or other fee or taxes including the property tax (on pro-rata basis), payable to Government, or Municipal or local body concerned in connection with the regulation/ monitoring/ management/ maintenance of the parking zone in DHJP.

16. DTTDC's Obligations

- i. 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 **Successful Bidder's** employees to carry out the Services.
- ii. The DTTDC shall comply with and fulfill the recommendations (if any), if deemed necessary by the DTTDC, made in writing by the **Successful Bidder** in connection with the performance of the Services. The DTTDC shall notify the **Successful Bidder** of any dishonest, wrongful or negligent acts or omissions of the **Successful Bidder's** employees or agents in connection with the Services as soon as possible after the DTTDC becomes aware of them.
 - iii. To enable the **Successful Bidder** to provide the services, the DTTDC shall ensure that their staff is available to provide such assistance.
 - iv. The DTTDC shall not be under any obligation for providing empanelment to any of the personnel of the **Successful Bidder** after the expiry of the contract. The DTTDC does not recognize any employee employers' relationship with any of the workers of the **Successful Bidder** .

17. 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 **Successful Bidder** 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 up to two years, subject to satisfactory services at the sole discretion of the office of the DTTDC. License Fee shall be increased by 10% every year after completion of first year of operation/contract for **Site 1 and by 20% for Site 2**.

18. Payments

- i. The **Successful Bidder** 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 / RTGS/ Electronic Transfer only (on scheduled commercial bank) drawn in favour of "Delhi Tourism & Transportation Development Corporation Limited". **Since the operator would require to develop the second plot for parking purposes, he would not be required to pay the license fee for the second plot for the first month of the agreement period or till the commercial operations of parking starts in this plot, whichever is earlier.** In case of failure to deposit the license fee in time, interest @ 24% p.a. will be **levied** 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.

- ii. If the **Successful Bidder** 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 (DTTDC). Also on such cancellation of the license, the **Successful Bidder** shall quit immediately and licensor shall be entitled to allot it to the next highest Tenderer or to re-tender the licensed site.
- iii. License fees shall be escalated by 10% for the next year on monthly basis i.e. after completion of every one year of services.
- iv. After expiry of the initial period of the Contract of two years and if the Contract is renewed by the DTTDC, the **Successful Bidder** shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- v. All payments shall be made in Indian Currency by means of an Demand Draft/ RTGS/ Electronic Transfer.

19. Recovery of Cost

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

20. Penalty

- i. Being major tourist attraction, highest reliable services is required to be maintained, if some system disruption **and/or inconvenience to the** visitors for parking, 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.
- ii. **Successful Bidder** 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.

21. Force Majeure

21.1.1. 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 attributable to any act or omission of any of them)
- 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.

21.1.2. 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.

21.1.3. 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 21.1.4; or
- termination of the contract pursuant to clause no. 21.1.7 hereof

21.1.4. 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.

21.1.5. 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.

21.1.6. 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 an extension of time to the extent it has been rendered unable to perform its obligation as a consequence of force majeure event which shall be determined by DTTDC. However, such an extension of time shall not exceed the actual period of duration of force majeure event”.

21.1.7. 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.

22. Termination

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

- i. The Successful Bidder or its personnel/ representative/ affiliate takes any action which leads to or which has the potential to adversely affect the reputation or goodwill of DTTDC, its affiliates, associates, promoters, directors and key personnel shall lead to immediate termination."
- ii. Any development which shall frustrate the contract shall also lead to termination".
- iii. Upon termination or conclusion of contract period no parking shall be allowed to be operated by the Agency. If any vehicle is found inside the parking the proportionate parking amount will be deducted/ recovered from the Security Deposit of the Agency till the date of making Parking completely vacant by the Agency and handing over the vacant possession to DTTDC."
- iv. For Termination under **Clause 22**, the effect of termination shall be immediate forfeiture of interest free security deposit along with handover of the peaceful possession of the Parking Lot and the agency shall not be entitled to any claim damages compensation or any other consideration whatsoever.
- v. **The** other party is in material breach of its obligations under this Agreement and or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- vi. In case of breach of any of terms and conditions of the Contract by the **Successful Bidder** , 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.
- vii. The **Successful Bidder** 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.
- viii. The **Successful Bidder** goes bankrupt and becomes insolvent.
- ix. Notwithstanding anything mentioned herein above, if the contract is terminated due to following acts of the **Successful Bidder** , the **Successful Bidder** shall not be entitled to any claim, damages, compensation or any other consideration whatsoever:
 - The **Successful Bidder** 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 authorized representative of DTTDC.
 - Deployment of child labour, pregnant woman, person having age more than 58 years & person with criminal background.

23. Disclaimer

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

24. Insolvency

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

If the **Successful Bidder** being an individual or firm, any partner in the **Successful Bidder's** firm, or 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 **Successful Bidder** 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 **Successful Bidder** 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 **Successful Bidder** 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.

25. Indemnification

The successful Tenderer 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 **Successful Bidder** 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 Tenderer or property owned by his firm/company by way of initiating suitable legal litigation against the **Successful Bidder** at any point of time.

That the successful bidder/agency indemnifies and hold harmless against all penalties, late payments, damages, compensation; act of negligence and other such losses on account of any act, commission, omission which are attributable to the agency its affiliate, representative, officers, etc."

26. The **Successful Bidder** 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.
27. The **Successful Bidder** shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.
28. **No Assignment:** The Tenderer 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.
29. **Statutory Clearances:**
 - i. 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 Tender. The **Successful Bidder** (i.e. **Successful Bidder**) 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.
 - ii. The **Successful Bidder** 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 sites 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.
30. **Other Conditions**
 - i. The Tenderer / **Successful Bidder** 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.
 - ii. 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 **Successful Bidder** will ensure that no buses, Heavy Transport Vehicles (HTVs) are allowed to park in the said parking site.
 - iii. The use of the parking site by the **Successful Bidder** 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 **Successful Bidder** will be the sole responsibility of the **Successful Bidder** only and DTTDC will stand absolved of any obligations or liability towards the injured / damage.
- d. The **Successful Bidder** hereby also agrees to comply with all security instructions issued DTTDC or his duly authorized representative or Facility Management **Successful Bidder** .
- e. The **Successful Bidder** 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 **Successful Bidder** will strictly abide by and comply with all security instructions as may be issued from time to time by DTTDC or Facility Management **Successful Bidder** or his duly authorized representative.
- f. The **Successful Bidder** hereby also agrees to fully comply with all instruction regarding fire fighting /hazard as may be issued by DTTDC or Facility Management **Successful Bidder** or his duly authorized representative.
- g. The **Successful Bidder** will provide unfettered access at all times to the site for inspection as may be desired by DTTDC or Facility Management **Successful Bidder** or his duly authorized 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 **Successful Bidder** 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 **Successful Bidder** 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 sites and the decision of the General Manager, DTTDC, New Delhi in this regard shall be final and binding.
- l. DTTDC shall at all times retain free and unobstructed right of ingress and egress to the Parking Lot including, without limitation, access for inspection and to carry out repairs, alterations and additions towards the usage and operation of the `Dilli Haat; premises at all reasonable time with prior appointment.”
- m. Governing Law: This Agreement shall be executed at Delhi and shall be governed by and construed in accordance with the laws of India. The

Courts at Delhi shall have the exclusive jurisdiction to determine any question, issue, dispute or claim between the parties including any application to be made under the Arbitration and Conciliation Act, 1996.

- n. Severability: If any term or provision is found by a court of competent jurisdiction or any other authority to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Bid Document or this Agreement as a whole, but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Bid Document.
- o. Waiver: The waiver by DTTDC of a breach or violation of any provision of this Agreement by the Successful Bidder or Agency, shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

- 31. The **Successful Bidder** shall not object to any construction in or around the site that is considered essential by DTTDC.
- 32. In case of any ambiguity or non clearance of any clause and terms and conditions of the tender document, Agreement, Addendum, Corrigendum etc, which are also part of this agreement, the version and/or decision of MD & CEO, DTTDC shall be final.
- 33. 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 **SUCCESSFUL BIDDER** (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 Tenderer]

Name of the Work: *Appointment of Successful Bidder for Operation & Regulation of Parking Zones (Site 1 & Site 2) at "Janakpuri Dilli Haat" (As is where is basis)*

Reserve Price : *Rs. 3.45 lac per month for Site 1 and Rs.75,000 per month for Site 2*

SCHEDULE OF LICENSE FEES

s. No.	Particulars	Site 1 (Within Dilli Haat)	Site 2 (Vacant Plot Adjacent to Dilli Haat)	Total of Site 1 & 2
A	Total Area of Operation	6,212.35 Sq. Mtr. Approx - Site 1	7,000 sq. Mtr. approx - Site 2	13,212,35 Sq. Mtr (Site 1 plus Site 2)
B	License fees for operation & Regulation of parking zones during 1 st year (@ per month)	Rs. _____ Per Month (it should be more than Rs. 3.45 lac per month)	Rs. _____ Per Month (it should be more than Rs.75,000 per month)	Total Rs._____ Per Month (in figures) Rs._____ Per Month (in words)

Note:

1. Tenderers are encouraged to take benefit of relevant benefits / abetments available under GST.
2. Tenderer must pass on the such benefits to DTTDC
3. Amount quoted must be excluding of all taxes, levies, cess, fees, charges, **GST, Property Tax** etc.
4. Escalation of 10% for Site 1 and 20% for Site 2 shall be provided on rates quoted for 1st year over the contract period of 2 years. **In case of further extension 10% and 20% escalation, as the case may be, each year on the previous amount of license fee shall also be provided.**
5. Submittal 7 must be signed by the authorized signatory
6. Minimum Reserve Price is Rs. 3.45 lac per month for site 1 and Rs.75,000 for site 2
7. Property Tax shall be payable on monthly basis on pro-rata basis for both the sites.
8. **Since the operator would require to develop the second plot for parking purposes, he would not be required to pay the license fee for the second plot for the first month of the agreement period or till the commercial operations of parking starts in this plot, whichever is earlier.**

SCHEDULE B

FORMAT FOR BANK GUARANTEE

(Performance Security)

The General Manager,
Delhi Tourism & Transportation Development Corporation
18 A DDA SCO Complex
Defence Colony,
New Delhi 110024

- (A) **WHEREAS: **** (the “Operator”) and the, Delhi Tourism & Transportation Development Corporation (the “Authority”) have entered into an Agreement dated _____ (the “Agreement”) whereby the Authority has agreed to the Operator undertaking operation & regulation of parking zones in Dilli Haat Janakpuri, Delhi (hereinafter referred to as the “Project”), subject to and in accordance with the provisions of the Agreement.**
- (B) The Agreement requires the Operator to furnish a Performance Security to the Authority for a sum of Rs _____ (Rupees _____)] (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Agreement Period (as defined in the Agreement).
- (C) We, ***** through our Branch at ***** (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Operator’s obligations during the Agreement Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Operator, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein. Bank shall not intimate the Operator in case DTTDC requests for encashment of this Guarantee and shall immediately release the amount.
2. A letter from the Authority, under the hand of an Officer not below the rank of Chief Manager in the Delhi Tourism and Transportation Development Corporation, that the Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Operator is in default in due and faithful performance of its obligations during the Agreement Period under the Agreement and its decision that the

Operator is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Operator and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Operator before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Operator under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, **not later than 6 (six) months** from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force till the agreement is valid and shall keep alive for six months period after termination/completion of date of agreement i.e. **180 days from the** end of the concession period or an earlier date if the Agreement is terminated as per any provision of the Agreement, and provided the Operator is not in breach of this Agreement. Further, the Operator will have to renew the performance security in accordance with every revision of Concession Fee as per the Agreement

during the entire Agreement period. Upon request made by the Operator for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Operator, the Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ** day of ***, 20** at ***.

SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK by:

(Signature)
(Name) (Designation) (Address)