

**TENDER FORM FOR RESTAURANT NEAR ENTRY GATE AT ISBT,
KASHMERE GATE, DELHI**

**NOTICE FOR LICENSING OF RESTAURANT AT MAHARANA PRATAP ISBT,
KASHMERE GATE, DELHI, JANUARY, 2018.**

NIT No.DTIDC/JANUARY/2017-18/958

NOTICE INVITING TENDER

DTIDC invites sealed Tenders from interested and eligible parties for licensing of Restaurant near entry gate at Maharana Pratap, ISBT, Kashmere Gate, Delhi for commercial utilization, as per details given below given below:-

| S.No. | Details | Activity |
|-------|---|--|
| 1 | Name of Tender | Licensing of Restaurant near entry gate at Maharana Pratap, ISBT, Kashmere Gate, Delhi, January, 2018 for commercial utilization |
| 2 | Cost of Tender Document (Non -Refundable) | Rs.11800/- (Rupee Eleven thousand eight hundred only) inclusive of GST |
| 3 | Sale of Tender Document | 10.04.2018 to 30.04.2018 (on all working days between 14.00-16.00 hrs) |
| 4 | Bid Security Amount/Earnest Money Deposit | Rs. 5,00,000/- (Rupees Five Lacs) Only. |
| 5 | Date of site visit & time | 20.04.2018 at 11.00 Hrs. onwards (assembly point is at the office of Estate Manager ,ISBT , Kashmere Gate for the Restaurant |
| 6 | Last Date & Time of Submission of sealed Tender | Latest by 14:00 Hrs on 01.05.2018. |
| 7 | Venue | Designated Tender Box in the Room of Sr. Manager (Admn.), DTIDC, 2 nd floor, ISBT, Kashmere Gate, Delhi. |
| 8 | Date & Time of opening of Tender | 14:30 Hrs on 01.05.2018. |
| 9 | Validity of Tender | 180 days from date of submission of tender |

The related documents viz. Tender Document can be obtained from the below mentioned address or can be seen on website dtidc.delhi.gov.in. The draft license agreement may also be seen at the website of DTIDC, mentioned above. The sealed Tender shall be submitted to this office indicating **“Tender for Licensing of Restaurant near entry gate at Maharana Pratap, ISBT, Kashmere Gate, Delhi, January- 2018 for commercial utilization”**.

Corrigendum/Addendum (if any) shall be posted on website only.

Executive Director, DTIDC
2nd-Floor, Maharana Pratap ISBT, Kashmere Gate,
Delhi Transport Infrastructure Development Corporation Ltd.
New Delhi-110006.

dtidc

Tender document
No. _____/2018



**Notice Inviting Tender
for
Licensing of Restaurant Near Entry Gate at
Maharana Pratap, ISBT, Kashmere Gate, Delhi
for commercial utilization**

January, 2018

Issued by

**The Executive Director,
Delhi Transport Infrastructure Development Corporation Limited,
Second Floor, Maharana Pratap ISBT Kashmere Gate
Delhi-110006**

Tel: 011 – 23865822

**Tender for Licensing of Restaurant Near Entry Gate at
Maharana Pratap, ISBT, Kashmere Gate, Delhi
for commercial utilization**

Name and address of the Tenderer to whom issued:

.....

.....

.....

.....

dtidc

Date of issue.....

Issued by.....

Cost of Tender document: *Rs.11800/- (Rupees Eleven thousand eight hundred only)*
*inclusive of GST, which is **non refundable**.*

DISCLAIMER

- I. This Tender document for “Licensing of Restaurant near entry gate at Maharana Pratap, ISBT, Kashmere Gate, Delhi, January, 2018 for commercial utilization” contains brief information about the Restaurant, Qualification Requirements and the Selection process for the successful tender/bidder. The purpose of the Tender document is to provide tenders/bidders with information to assist the formulation of their tender/bid.
11. The information (‘Information’) contained in this Tender document or subsequently provided to interested parties (the “Tenderer), in writing by or on behalf of Delhi Transport Infrastructure Development Corporation Ltd. (DTIDC) is provided to Tenderer(s) on the terms and conditions set out in the Tender Document and any other Term & conditions subject to which such information is provided.
- III. This Tender Document does not purport to contain all the information that each tenderer may require. This Tender Document has been prepared with a view to provide the relevant information about the restaurant available with DTIDC. DTIDC advises each Tenderer to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Tender Document and to obtain independent advice from appropriate sources. DTIDC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this Tender Document.
- IV. Intimation of discrepancies in the Tender document, if any may be given, by tenderers to the office of DTIDC immediately. If DTIDC receives no written communication, it shall be deemed that the tenderers are satisfied with the information provided in the Tender Document.
- V. Any character or requirement for the Restaurant, which may be deemed to be necessary by the tenderer should be independently established and verified by the Tenderer.
- VI. This Tender document is not an agreement and is not an offer or invitation by DTIDC to any other party. The terms on which the Restaurant is to be developed and the right of the successful tenderer, shall be as set out in separate agreements executed between DTIDC and the successful tenderer broadly in the format set out herein.
- VII. DTIDC reserves the right to accept or reject any or all tenders without giving any reason thereof. DTIDC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Tender Document.

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CHAPTER 1

INTRODUCTION

- a) Delhi Transport Infrastructure Development Corporation (DTIDC), an enterprise of Government of the National Capital Territory of Delhi (GNCTD) has completed the Phase-I of renovation work of Maharana Pratap, ISBT, Kashmere Gate, Delhi. Apart from 2nd phase of Maharana Pratap, ISBT Kashmere Gate Delhi is also in process. As per the Govt. directives, the redevelopment work will be carried out by PWD, Govt. of NCT of Delhi though the operations will be remained with DTIDC.
- b) As part of its existing mandate Delhi Transport infrastructure Development Corporation (DTIDC) has also undertaken value capture from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and facilitating DTIDC commuters by providing one stop solution for their needs on the other hand it also provides incentive for private sector participant developers. Through this Tender, DTIDC intends, to select a ‘**Licensee**’ to grant ‘Licensing Rights’ of the Restaurant near entry gate at Maharana Pratap ISBT, Kashmere Gate, Delhi.
- c) The ISBT, Kashmere Gate, Delhi is at prime locations at eastern, northern & southern Delhi respectively and are easily accessible by road, sub-urban railway network from all parts of Delhi.
- d) An information document covering the purpose of the license, detail of Restaurant available at office of DTIDC at 2nd floor, Maharana Pratap, ISBT as well as on the website of DTIDC, which may be downloaded by log on to dtidc.delhi.gov.in

CHAPTER 2

NOTICE INVITING TENDER

- 2.1. The ISBT, Kashmere Gate, Delhi is at prime locations at eastern, northern & southern Delhi respectively and are easily accessible by road, sub-urban railway network from all parts of Delhi. Apart from operating facilities for commuters, the ISBT have Restaurant. The built-up/proposed area has prominent and spacious frontage and captive commuter base. Presently, restaurant mentioned in this tender document is vacant and thus, this is offered to licensing.
- 2.2. DTIDC invites sealed Tenders from suitable Tenderers who may be an individual (not below the age of 18 years), registered sole proprietorship firm, a partnership firm or a company incorporated under the provisions of Indian Companies Act, 1956 & having registered office in India (except a Joint Venture (JV) / Consortium/ Trust, which is not allowed) for selection of a Licensee to grant Licensing Rights of Restaurant at, Kashmere Gate, Delhi on “*as is where is basis*” for any permissible commercial activities as defined in tender document except banned list of usage mentioned in Annexure-11. However, the following may be noted:-
- (a) The Tenderer/Bidder may be any entity (other than Joint Venture/Consortium/Trust) which is an individual (above 18 years of age), registered sole proprietorship firm, a partnership firm or a company incorporated under the provision of Indian Companies Act, 1956 and having registered office in India. **The debarred bidder(s) in earlier tenders of DTIDC and other entities/persons, black-listed by other Govt. department, Ministries, PSU, autonomous body of Govt. of India/Delhi are ineligible for this tender. In case, at any stage, it is found that they have participated in the tender, their tender shall be rejected out rightly and in case of award of license, the same shall be cancelled in addition to initiation of other legal action against the said bidder/licensee.**
- (b) The bidders who are debarred by DTIDC in the previous call of tenders are also ineligible for this tender. In case any at any stage, it is come to notice that a debarred bidder has participated in the tender and succeed to get license, his agreement shall be cancelled and his security deposit shall be forfeited. The other legal action shall also be taken against him/her. The crucial date to consider a participating bidder as debarred bidder for this tender shall be the date of issue of this NIT.
- 2.3. DTIDC shall receive Tender pursuant to this Tender document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DTIDC. The tenderers shall submit offer in accordance with such terms on or before the date specified in this document. The tenderers/Bidders are advised to visit the DTIDC premises at ISBT Kashmere Gate, Delhi and familiarize themselves

with the proposed arrangements and all activities necessary in this regard.

2.4. Salient features of Tendering Process:

- i. DTIDC has adopted a single-stage one packet tendering process for selection of a successful tenderer/bidder to grant Licensing Rights for Restaurant near entry gate at ISBT, Kashmere Gate, Delhi. The Tenderer/Bidder shall also submit with his/her Tender document, a bid security/Earnest Money Deposit of **Rs.5,00,000/- (Rupees Five Lacs Only)**. The bid security/Earnest Money Deposit (hereinafter also referred as EMD) shall be in the form of a Demand Draft/ Pay Order/ FDR only drawn on any Indian Scheduled Bank/ Indian Branch of foreign bank in favour of "Executive Director, DTIDC" payable at New Delhi only. ***The Tender shall be summarily rejected if it is not accompanied with bid security in the prescribed form.*** The bid security/EMD of the selected tenderer shall be adjusted against the Interest Free Security Deposit/ Performance Guarantee as per terms and conditions of the License Agreement. The bid security/EMD of unsuccessful tenderers shall be refunded after finalization of tendering process, without considering any interest thereof. If the selected tenderer withdraws his/her tender at any stage, his/her Bid Security/EMD amount shall be forfeited by DTIDC and he/she will be debarred from taking participation in Tender/RFP of DTIDC for this financial year and next four financial years.
- ii. Tenderers are expected to carry out extensive survey of DTIDC premises and analysis at their own cost, before submitting their respective tenders for award of the License Agreement. DTIDC shall provide necessary permission and assistance to the prospective tenderers in this regard.
- iii. Schedule of tendering process for this Tender:

| | |
|---------------------------|--|
| Sale of Tender Document | 10.04.2018 to 30.04.2018 (On all working days between 14.00-16.00 hrs) |
| Date of site visit & time | Prospective tenderers are requested to attend the joint visit of Restaurant as per schedule mentioned herein under:- On 20.04.2018 at 11.00 hrs (assembly point is at the office of Estate Manager ISBT, KG for the Restaurant) The Contact Person are:- Sh.Sandeep Dubey, Estate Manager, ISBT, Kashmere Gate, Delhi. Mobile No.8285424498 |

| | |
|--|--|
| Date & Time of Submission of Sealed Tender | Latest by 14.00 hrs on 01.05.2018. |
| Date & Time of Opening of Tender | 14.30 hrs on 01.05.2018. |
| Validity of Tender | 180 days from the date of submission of tender |
| | |

- iv. Schedule of Various Stages: The Selected tenderer shall follow the following time lines:

| Stage of Activity | Time Period |
|--|---|
| Payment of Advance License Fee for six months, maintenance charges, taxes and six months Interest Free Security Deposit/ Performance Security to DTIDC by Licensee | Within 15 days of issue of Letter of Acceptance (LOA) |
| Vacant Restaurant site to be handed over to Selected Bidder/Tenderer | Within 07 days of making the due payments in accordance with LOA. |
| Signing of License Agreement | Within 30 days from date of payment of due as per LOA |

- 2.5. Tender Document (non-transferable) can be obtained from the office of Sr. Manager (Admn.), DTIDC, 2nd Floor, Maharana Pratap ISBT, Kashmere Gate Delhi-110006. Cost of Tender document (Non-refundable) is Eleven Thousand Eight Hundred Only (**Rs.11800/-**) (including GST). Tender Document cost shall be submitted in the form of Demand Draft / Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of “Executive Director, DTIDC” payable at New Delhi. Tender document can also be downloaded from the website of DTIDC i.e. dtidc.delhi.gov.in for information only. However, downloaded Tender document shall not be accepted as valid tender document in any circumstances and shall be rejected out rightly, if used for tendering purpose.
- 2.6. The sealed Tender Form, duly completed in all respect may be submitted upto the prescribed date & time in –

The Office of Executive Director, DTIDC,
Second Floor, Maharana Pratap ISBT
Kashmere Gate, Delhi-110006

CHAPTER 3

ELIGIBILITY CRITERIA FOR TENDER BIDDERS

- 3.1. The tenderer/bidder shall be evaluated first for fulfilling eligibility criteria and documents submitted.
- 3.2. To be eligible for tendering process, the tenderer should submit the following documents:-
- a) Self attested copy of valid PAN of income tax of tenderer .
 - b) Self attested copy of Residential Proof/official address of tenderer.
 - c) Self attested copy of Registration Certificate by the authorized signatory, in case of company.
 - d) Self attested copy of partnership deed by the all partners or authorized partner in case Partnership firm.
 - e) Signed copy of tender document, common set of deviations/Corrigendum/Addendum, if any, duly initialed/stamped on each page.
 - f) Security money/EMD in the prescribed form in original for the requisite amount.
 - g) Power of attorney in favour of authorized signatory.
 - h) Proof of experience of operating / running of food court/ restaurant / food outlet or hotel etc.
 - i) Tenderer shall submit the statement duly certified by the Chartered Accountant (as mentioned at condition No. 5.27) .
 - j) Any other document/information as mentioned in the Tender document.
- 3.3. Details of tenderer/bidders should be filled in by him in all referred Annexure - 2 to 5, 9 & 10 on the prescribed placed as referred in this Tender document.
- 3.4. The financial offer/bid is to be submitted by the tenderer in Annexure-6 of this Tender at the appropriate place prescribed for it. It may be ensured by the tenderer/bidder that the witness sign. (or thumb impression), name & addressed must be appended on the specified place. None signing of bid document at the proper place by the tenderer (or his/her thumb impression) is a sufficient reason for rejection of tender bid by the DTIDC. No correspondence in this regard shall be entertained.

CHAPTER 4

TERMS AND CONDITIONS

- 4.1. The detail of Restaurant being offered for licensing is given in Annexure-1. Presently, restaurant is vacant, thus this is offered for licensing. The license fee of the Restaurant shall be started from the date of handing over of Restaurant (s) to successful tenderer or as defined in this tender document hereinafter.
- 4.2. The restaurant, as mentioned in Annexure-1, shall be handed over for commercial activities within 15 days from the date of receipt of full payment as stipulated in Letter of Acceptance.
- 4.3. Licensee would be permitted a rent free period of **3 months** from the date of handing over of the restaurant site. The licensee shall be allowed to carry out the fit-outs, finishing works after grant of approval by DTIDC in writing. The successful tenderer shall have to complete in all respects the development of the space licensed, within a period of **03 months** from the date of handing over of the space by DTIDC under the License Agreement. The license period and charges (including license fee) shall be commenced after the rent free period of 03 months. However, in case of earlier commencement of business, the license fee & other charges shall be commenced from the date of such commencement of business.
- 4.4. The License Agreement shall be executed within 30 days from the date of payment of dues as per Letter of Acceptance.

4.4 (a) Permitted Activities in Allotted Restaurant

1. Selling of the food items in the regular course of the business.
2. Selling of pre-cooked items
3. Selling of the hot or cold beverages

4.4. (b) Non-permitted Activities in Allotted Restaurant

1. Selling or consumption of Alcoholic beverages
2. Selling or consumption of drugs, narcotics or any other such materials
3. Selling or consumption of Illegal Items which are prohibited by any of the applicable Indian law, Act, statute, by whatever name called, including its amendments.

- 4.5. **License Fees (and other applicable charges & taxes)** shall be payable in advance by the Licensee to DTIDC on monthly basis. There will be an annual increase @ 10% in the License fee & maintenance charges for the licensed period on compounding basis. All the payments shall be accepted through Demand Draft/banker cheques/RTGS/instructions issued by the DTIDC time to time. No

payment through cheques or cash will be accepted. The license fee, maintenance charges along with applicable GST thereupon for the first six months shall be paid by the selected tenderer, for the Restaurant at ISBT, Kashmere Gate, Delhi within 15 days of the issue of LOA (Letter of acceptance) alongwith **six months** interest free security deposit. Failure to deposit the same shall attract forfeiture of EMD and the bidder shall be debarred from participating of tender/RFP of DTIDC for this financial year and next four financial years.

- 4.6. The subsequent payment of license fee and other charges/taxes shall be paid by the 15th of every month in advance by the Licensee and failure to deposit the same by stipulate date will attract an interest @ 18% per annum alongwith a penalty of Rs. 1000/- per day. The delay in making payment of license fee and other dues of Licensor in time on two occasions in a completed calendar year shall be treated as violation of the agreement and attract interest and penalty in addition to other actions. For such violation, DTIDC reserve right to terminate the license agreement on this ground alone apart from recovery of interest, penalty/damages and forfeiture of security deposit of licensee. However, none payment of license fee and other charges for a continuous period of two months shall be treated as breach of contract on the part of licensee and the license agreement shall be terminated by the licensor without any notice in addition to forfeiture of entire amount of the Security Deposit of the licensee. **All monies and dues payable to the Licensor shall be recoverable as arrears of land revenue in case of default by the Licensee or upon default after demand for the payment.**
- 4.7. **Bid Variable & Reserve Price:** The tenderer has to specify monthly license fee payable which shall be increased by 10% on compounding basis after completion of every one year from commencement of license period(applicable in case the license tenure is more than one year). The reserve price of monthly license fee for Restaurant is mentioned in the Annexure-1 of this Tender document.
- 4.8. **Interest Free Security Deposit/Performance Security:** Licensee shall pay Interest Free Security Deposit to DTIDC, equal to 06 (Six) months for the Restaurant near entry gate at ISBT, Kashmere Gate, Delhi within 15 days of the issue of LOA. The interest free Security Deposit may be accepted in the form of FDR/Term Deposit/Bank Guarantee in favour of Executive Director, DTIDC, valid for at least 36 Months for Restaurant near entry gate at ISBT, Kashmere Gate, Delhi subject to adjustment every year on rolling basis (Format of bank guarantee as per Annexure-7). The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DTIDC, with branches located in Delhi. The interest free security deposit/performance security of restaurant shall be deposited by the successful tenderer within 15 days of the issue of letter of acceptance.

4.9.Tenure of License Agreement:

| The tenure of Licensing Rights of Restaurant shall be as follows:- | | |
|--|---------|--|
| ISBT | Tenure | Renewal |
| For the Restaurant Near Entry Gate at ISBT, Kashmere Gate, Delhi | 2 years | Further extension of 01 years shall be admissible on the sole discretion of DTIDC. However, beyond 01 year no extension shall be admissible under any circumstances. |

(i) **As per the directives of Govt. of NCT of Delhi**, 2nd phase of Maharana Pratap ISBT Kashmere Gate Delhi is also in process. As per the Govt. directives, the redevelopment work will be carried out by PWD, Govt. of NCT of Delhi though the operations will be remained with DTIDC. **However, the operations of ISBT, Kashmere Gate will be remained with DTIDC. The license of the Restaurant near entry gate at ISBT, Kashmere Gate can be terminated by DTIDC after giving one month notice to Licensee in case the same are required by DTIDC for any reasons or by PWD, Govt. of NCT of Delhi for redevelopment work. The licensee is bound to surrender the restaurant immediately after receipt of one month notice. No correspondence, whatsoever, in this regard shall be entertained. By participating in this tender, the licensee gives unconditional & irrevocable undertaking to the DTIDC to vacate the premises in time as intimated by DTIDC.** In such case, the further course of action shall also be taken to the best possible efforts to re-locate the licensee in terms of prevailing policy of DTIDC. The decision of MD, DTIDC in this regard shall be final and binding to the licensee(s).

(ii) For any reason(s) whatsoever, (including invoking of arbitration case/court case by licensee but not limited to), if licensee uses the license premises after expiry/termination of license period, he shall liable to pay license fee and other charges & taxes at the double rate, which shall be prevailing on the date of expiry/termination of license.

(iii) The licensee/Selected tenderer shall have no option to terminate the Agreement at any time before its expiry. In case, he/she surrenders licence of the Restaurant before expiry of full licence period, his Security Deposit/advance licence fee etc. shall be forfeited by Licensor in addition to other action against the licencees as defined in this NIT. However, the licensee shall also remained under obligation to pay usages charges upto the date of discharge by DTIDC.

4.10. All other statutory taxes including GST, statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fees for

onward remittance to the Government. The Licensee shall indemnify DTIDC from any claims that may arise from the statutory authorities in connection with this License Agreement.

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

(a) The Project Facility and has ascertained the site conditions, locations, climate, availability of infrastructure and other applicable laws and regulations of the state.

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

Note:- "The successful tenderer/bidder shall have to obtain at his own risk and cost necessary permissions/requirements whatsoever to run a restaurant at ISBT - Kashmere Gate, Delhi under the statute, required from the Delhi Pollution Control Committee (DPCC) of GNCTD, Municipal Corporation or other appropriate authorities concerned before commencing the business".

DTIDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this NIT/RFP will be rejected.

- 4.11. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender shall be borne by Licensee.
- 4.12. Any other charges such as electricity and water charges etc. shall have to be charged on actual usage basis or as per the prevailing policy framed by DTIDC from time to time.
- 4.13. The successful tenderer (Licensee) shall not be entitled to sub-let/sub-license the restaurant.
- 4.14. Licensee shall not be permitted to damage/modify any load bearing structural member or any service/utility passing through any structure.
- 4.15. The successful tenderer (Licensee) shall abide by the rules, regulations, orders and instructions that the DTIDC may from time to time make or adopt or issue for the care, protection and administration of the bus terminus and the General Welfare and comfort of passengers, employees, agents and other connected persons.
- 4.16. The allotment is temporary in nature/the successful tenderer (licensee) shall be

- bound to surrender the restaurant whenever required by the DTIDC. DTIDC shall have the right to terminate the license after giving one-month notice without assigning any reason thereof.
- 4.17. The dealing of the licensee/his employee with the customers/visitors shall be polite and courteous and licensee shall not indulge in or suffer any anti social activities, which may cause harm to the interest of the DTIDC or its employees or the public in general.
- 4.18. DTIDC reserves the right to shift platform of buses and to transfer routes from one platform to another or one ISBT to other ISBT. This transfer shall not be opposed by the licensee on the ground that such a transfer shall adversely affect his business. The same principle will be applicable in case of maintenance/ construction/ up gradation/ renovation works to be carried out by DTIDC.
- 4.19. DTIDC may also transfer routes/trips from one ISBT in Delhi to another ISBT. Licensee shall not object to such transfer because such transfer of trips/routes from one ISBT to another adversely affects his business. The licensee shall not demand concession in payment of license fee or other charges consequent to such transfer nor shall it be granted by DTIDC in any circumstances.
- 4.20. The successful tenderer/Licensee agrees and undertakes to abide, observe and follow all the terms and conditions of the Agreement including, without limitation, Terms and Conditions marked and annexed herewith as Schedule annexed to the draft license agreement available at the website of DTIDC, Guidelines issued by the Licensor, and the conditions stated in the Documents and Allotment Letter and any other rules & regulations issued by the Licensor and/or as may be applicable for the Licensee from time to time.
- 4.21. The successful tenderer (Licensee) shall have to submit, GST Registration or any other registration number as required under any applicable/statutory rules, regulation, law etc.
- 4.22. The Terms and Conditions set out in Schedule A of draft license agreement, the guidelines framed by Licensor and the conditions stated in the Documents and allotment letter form an integral part of the draft agreement provided. Any violation of the Terms and Conditions, Guidelines and conditions of the allotment Letter shall be deemed to be a breach/violation of the contract on happening whereof the DTIDC/Licensor shall have the right to terminate the Agreement.
- 4.23. The successful bidder (Licensee) shall have to submit valid TIN/GST Number issued by VAT/GST Department, GNCTD within 30 days of issuance of letter of acceptance (LOA) failing which action will be taken as deemed fit by the competent authority.

4.24. Please note the following in respect of **restaurant site** offered in this tender:-

- a) **The offered restaurant site on license basis is available on “as is where basis is”.**
- b) Only the **restaurant site** shall be provided by DTIDC. The successful bidder has to develop the area at his own cost as per the specifications approved by DTIDC. The area should be developed in such a way that it will neither hamper the public movement nor disturb the aesthetic look of ISBT.
- c) The preparation of premises is also to be carried out by licensee at his own cost after obtaining the approval from DTIDC. The licensee has to submit preliminary plans/specification to DTIDC within 15 days from the date of completion of all formalities and deposit of amounts by the successful bidder. DTIDC will have the right to approve the licensees’ preliminary plans and specifications with such changes, as it may find necessary in its opinion. The decision of MD, DTIDC in this regard will be final. It is mandatory for the licensees to accept the modification & suggestion of DTIDC in the preliminary plans. DTIDC shall communicate the approval/disapproval/ modification within a period of 15 days from the date of submission of such plans. As used herein, preliminary plans and specification shall mean schematic development documents, which shall consist of general design, precautions & standards for maintaining hygiene and cleanliness and disposal of solid waste, furniture and equipment layout, finish plan, provisions & measures for fire-safety, safety procedures/standards, installation of Air conditioners, if feasible, etc.
- d) The licensee shall have to display the logo of DTIDC as intimated and approved by DTIDC on the prominent place of license premises.
- e) The licensee shall be allowed to carry out the fit-outs, finishing works after grant of approval by DTIDC in writing. The Licensee would be permitted a rent free period of 03 months from the date of handing over of the space. The successful tenderer shall have to complete in all respects the development of the space licensed, within a period of 03 months from the date of handing over of the space by DTIDC under the License Agreement. The license period and charges (including license fee) shall be commenced after the rent free period of 03 months. However, in case of earlier commencement of business, the license fee & other charges shall be commenced from the date of such commencement of business.
- f) After termination of license (and even earlier termination of license by DTIDC or surrender by the licensee, for any reason, whatsoever), all fixtures, fitting, furniture etc. became the property of DTIDC and the licensee shall have no right to remove the same. However, the equipments like Air Conditioners and other portable furniture items can be allowed to remove by licensee on the written permission of DTIDC after termination of license.

- g) Being a transportation hub, highest reliable services & quality is required to be maintained, if some system disruption is observed a penalty of Rs. 5,000/- per case or incident of system disruption may be imposed subject to maximum limit of 20,000/-.

dtidc

CHAPTER 5

SUBMISSION OF TENDER BIDS BY TENDERERS

- 5.1. Any tenderer can participate for restaurant as he wants. In no case, a Tender document consisting two or more financial offer will be accepted. That bid will be treated as invalid and shall be rejected out-rightly.
- 5.2. Notwithstanding anything to the contrary contained in this Tender, the detailed terms specified in the Draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Tenderer hereunder shall continue to have effect in addition to its obligations under the License Agreement. The draft License Agreement is available on the website of DTIDC only.
- 5.3. **All information, including financial offer of Restaurant are to be filled up by tenderer in the tender document issued by DTIDC.** The tenderer should furnish his personal details in Annexure 2-11 (as applicable). The required documents should be enclosed separately. The financial offer should be furnished in Annexure-6 of this tender, clearly indicating the monthly license fee in both figures and words, in Indian Rupees, and signed by the Tenderer or his authorized signatory. **In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The financial bid quoted in other form shall not be considered and will liable to be rejected.**
- 5.4. The Tenderers are required to quote unconditional tender. **Conditional Tender/Bid of Tenderer shall be out rightly rejected.**
- 5.5. **Bid Security/Earnest Money Deposit (EMD):** Tenderers have to deposit, along with its tender, a refundable bid security/EMD of an amount mentioned in the Annexure-I of this tender in the prescribed form. The Bid Security/EMD shall be payable in the form of a Demand Draft/ Pay Order/ FDR drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of **“Executive Director, DTIDC” payable at New Delhi only.** The tender/bid offer shall be valid for a period not less than 180 days from the date of submission of tender. The bid security/EMD has to be re-validated by the tenderer/bidder on the demand of DTIDC, if it has validity period of less than 180days. If Tenderer does not comply with the request of DTIDC the bid security/EMD will be encashed by DTIDC. The bid security/EMD of the selected Tenderer shall be adjusted against the Interest Free Security Deposit/License fee etc. as per tender Document. The bid security/EMD of unsuccessful tenderer shall be refunded after finalization of tender process, without considering any interest thereof. The

Tender shall be summarily rejected if it is not accompanied by the appropriate amount or form of Bid Security/EMD. If the selected Tenderer/bidder withdraws his/her bid/tender at any stage, his/her Bid Security (EMD) shall be forfeited by DTIDC and he/she will also be debarred from taking participation in Tenders/RFP of DTIDC for this financial year and next four financial years.

- 5.6. No tender/bid shall be modified or withdrawn by the tenderer/bidder after submission of tender on due date of submission of tender. Withdrawal of a tender/bid during the interval between the due date of submission of tender and date of expiry of the tender validity period would result in automatic forfeiture of Bid Security/EMD. Apart from that the tenderer will also debar from participating in the Tenders/RFP of DTIDC for this financial year and next four financial years.
- 5.7. The Tenderer/Bidder should submit a Power of Attorney as per the format at Annexure-5, authorizing the signatory of the Bid to commit the tenderer/bidder.
- 5.8. The Tender Bid and all communications in relation to or concerning the Tendering Documents and the Tender/Bid shall be in English language.
- 5.9. The documents including this Tender and all attached documents, provided by DTIDC shall remain or become the properties of DTIDC and are transmitted to the tenderers solely for the purpose of preparation and the submission of a tender in accordance herewith. Tenderer/Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Tender. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Tenderers, and DTIDC shall not return to the Tenderers/Bidders any Tender, document or any information provided along therewith.
- 5.10. **Cost of Bidding/ tendering:** The tenderers/bidders shall be responsible for all of the costs associated with the preparation of their Tender and their participation in the Tendering Process. DTIDC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Tendering Process.
- 5.11. **Restaurant visit and verification of information:** Tenderers/Bidders are advised to submit their respective tenders after visiting DTIDC restaurant site and ascertaining themselves the restaurant conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to restaurant, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

5.12. It shall be deemed that by submitting a Tender, the tenderer has:

- a) made a complete and careful examination of the tendering documents;
- b) received all relevant information from DTIDC;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the tendering documents or furnished by or on behalf of DTIDC relating to any of the matters referred to in tender document;
- d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the license agreement in accordance with the tendering documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tendering documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DTIDC, or a ground for termination of the License Agreement by the Licensee;
- f) Acknowledged that it does not have a Conflict of Interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

5.13 DTIDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the tendering Process, including any error or mistake therein or in any information or data given by DTIDC.

5.14 Verification and Disqualification: DTIDC reserves the right to verify all statements, information and documents submitted by the tenderer/bidder in response to the Tender or the tendering Documents and the tenderer shall, when so required by DTIDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DTIDC shall not relieve the tenderer of its obligations or liabilities hereunder nor shall it affect any rights of DTIDC there under.

5.15 Amendment of tender conditions

- a) At any time prior to the submission of tender, DTIDC may, for any reason, modify the tender conditions by the issuance of Addenda/Corrigenda.

- b) **Any Addendum/ Corrigendum issued hereunder shall only be uploaded on the DTIDC website. In no case the addendum/ Corrigendum will be sent to the participating bidders through other means. It is the duty of tenderer to obtain the copy of addendum/corrigendum from the website of DTIDC or from the office of DTIDC and submit the same duly initialed and stamped on each page with the tender document while submitting his/her tender bid.**
- c) In order to afford the tenderers a reasonable time for taking an Addendum into account, or for any other reason, DTIDC may, in its sole discretion, extend the Tender submission date.

5.16 Preparation and Submission of Tender/Bids

- i. **Format and Signing of Tender:** The Tenderer/Bidder shall provide all the information sought under this tender in the prescribed Annexures. The financial offer is also to be furnished in the Annexure -6 of this tender document only. **No separate sheet is to be used by the bidder.** In case, the bidder used a separate sheet for quoting of his price offer instead of Annexure-6 of tender, the same shall not be considered as valid offer under any circumstances and liable to be rejected out rightly.
- ii. The Bid and its copy shall be written in indelible ink and signed by the bidder/authorized signatory of the tenderer/Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the tender bid shall be initialed by the person(s) signing the Bid.
- iii. The tenderers can down loaded the tender Document from the DTIDC's website for information only and no case it will be treated as valid document for bidding. The same shall be rejected out-rightly if used for bidding. The tender document issued by the office of DTIDC within the stipulated time in the name of bidder shall only be acceptable as valid document for bidding.

5.17 The financial offer and other information should be submitted through the tender document issued by this office in sealed envelope. The sealed envelope shall contain following:

- i. Tender document issued by this office, Addenda /Corrigenda, if any, duly signed and stamped on each page by the tenderer/bidder (or authorized representative of the tenderer) as acceptance of terms and conditions given thereof and filled up with all information of Tender/Bidder in Annexure 2 to 11 (including Financial offer in Annexure-6), Bid Security Amount/EMD of the requisite amount in the prescribed manner with the appropriate amount, self attested photocopies of documents of tenderer/bidder. In case, any of the

requisite documents will not be submitted by the Tender/bidder, the tender/bid will be rejected out rightly. In case, the residential/ business address of tenderer/bidder is differ in the documents and the bidder is required to mentioned reason for the same and submit supporting document for such difference. In case, he does not mention the reasons or failed to submit supporting document, his bid shall also be rejected on this ground alone.

- ii. The sealed envelope should indicate **“Licensing of Restaurant near entry gate at Maharana Pratap ISBT, Kashmere Gate, Delhi, January, 2018 for commercial utilization,** and addressed to:

**Executive Director,
DTIDC, Second Floor,
Maharana Pratap ISBT,
Kashmere Gate
Delhi-110006**

Note : Bidders/Tenderers are requested to ensure that the sealed envelope should clearly shows the NIT name for which he/she has to participate in the tendering process.

- 5.18 Tender documents or bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected. Only detailed complete Tender document in a physical format, issued by this office and properly sealed envelope, mentioning the Restaurant number as mentioned above, received prior to Due Date & Time shall be taken as valid tender. Tender documents, not issued by this office or received after the due date shall be summarily rejected. Tender received without due bid security/EMD amount shall be summarily rejected.
- 5.19 The Tender should be submitted before due date and time at the address provided in the manner and form as detailed & document in this Tender document. Any Tender or Tender document received after due date and time, as prescribed in Tender document, shall be summarily rejected.
- 5.20 DTIDC shall open the Tender on the Due Date & time at the place specified in this document and in the presence of the Tenderers/Bidders who choose to attend. DTIDC will subsequently examine and evaluate the tender/Bids in accordance with the eligibility criteria set out in this tender document.

- 5.21 After opening tender, DTIDC shall examine and evaluate the Financial Bids by following the due internal process.
- 5.22 Financial offer of only those tenderers, who submits details and documents in terms of tender document, shall be considered as valid bid. The offer of tenderer/bidder, which does not fulfill the eligibility criteria or failed to submit requisite documents/EMD, shall be summarily rejected.
- 5.23 To facilitate evaluation of tenders, DTIDC may, at its sole discretion, seek clarifications in writing from any tenderer regarding his/her tender bid.
- 5.24 **Evaluation of Tender:** The evaluation and assessment for the selection of the Tender/Bidder shall be based on the Bid Variable i.e. Monthly License Fee quoted by the tenderer/Bidder. The Eligible tenderer/ Bidder, quoting the highest rate of monthly License fee, shall be the successful tenderer/Bidder whose offer shall be evaluated and assessed by DTIDC for acceptance. In case, if the highest tenderer fails to comply with the provision or fails to take possession after the issue of LOA (letter of Acceptance) in the prescribed time, then Bid Security Money/EMD of highest tenderer will be forfeited and he/she will be debarred from taking participation in Tender/RFP of DTIDC for this financial year and next four financial years. The bid security/EMD of unsuccessful tenderers shall be refunded after assessment/ finalization of financial bid. In case of tie in rates of two or more highest tenderers, the sealed financial bid only will be re-invited in the same manner from those highest tenderers only and highest bid among them will be considered and assessed by DTIDC for acceptance. If any tender(s)/bidder(s), (whose rates were found tie), fails to re-submit his bid in the prescribed time to DTIDC or quotes less rate from his/her earlier offer, then his/her bid will be treated as withdrawal of bid in the interval period and his/her bid security money/EMD will be forfeited. Apart from that the tenderer/bidder will also debarred from taking participation in Tender/RFP of DTIDC for this financial year and next four financial years. And if again, it will be found that the bid rates of two or more tenderers/bidders are same, the eligibility of allotment will be considered by draw of lot as decided by DTIDC. However, DTIDC reserves right to rejected one or any or all bids without assigning any reasons and may re-invite the bid at its discretion.
- 5.25 No tender/bid below the reserve price will be accepted.
- 5.26 The bidder shall have at least three years' experience, during the last five years on ownership basis, in running of food court/ restaurant / food outlet or hotel

etc., with satisfactory performance and should have at least one such currently running establishment in Delhi NCR & such establishment must be owned by the bidder.

5.27 **Financial eligibility criteria :-**

The Financial eligibility criteria for the purpose of bidding for Restaurant shall be as under:

Bid for Restaurant:

- I. **Average Annual Turnover** of the Bidder for the Financial Year 2014-15, 2015-16 & 2016-17 should be minimum **Rs.1,00,00,000/- (Rupees One Crore Only)** as per the audited financial statement, from the requisite field of operations. For the purpose of this clause requisite field of operations includes food court/ restaurant / food outlet or hotel etc. or any other similar field of operations.
- II. Net Worth of **Rs.50,00,000/- (Rs. Fifty Lakhs only)** as on the 31st March, 2017.

Tenderer shall submit the statement duly certified by the Chartered Accountant.

5.28 After evaluation of tender, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DTIDC to the Selected Tenderer and the Selected Tenderer shall, within 2 (two) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement and unconditional acceptance thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder/Tenderer is not received by the stipulated date, DTIDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such tenderer as Damages on account of failure of the Selected Tenderer/Bidder to unconditionally accept the terms of LOA.

5.29 Successful Tenderer/Bidder is required to deposit Advance Licensee Fee, Maintenance charges (+applicable tax) for **first six months** along with the **six months** Interest Free Security Deposit/Performance Security in r/o restaurant near entry gate at ISBT, Kashmere Gate, Delhi within 15 days of issue of Letter of Acceptance, failing which Letter of Acceptance shall stand cancelled and amount of bid security/ EMD shall be forfeited by DTIDC. The tenderer/bidder will also be barred from taking participation in Tender/RFP of DTIDC for this financial year and next four financial years. The Tenderer/bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

- 5.30 After acknowledgement of the LOA and deposit of dues as mentioned above, the selected tenderer/bidder shall execute the License Agreement within the period prescribed in Tender document. The Selected Tenderer/Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- 5.31 Notwithstanding anything contained in this Tender document, DTIDC reserves the right to accept or reject any tender or Bid offer and to annul the tendering Process and reject all tender/Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that DTIDC rejects or annuls all the tenders/Bids, it may, in its discretion, invite all eligible tenderer/bidders to submit fresh tender hereunder.
- 5.32 SPECIAL CONDITIONS TO LICENSE

Area of Operation

Total area of operation of the selected bidder shall be 906 Sq. meters (Covered Area-202.61 Sqm. & open space 703.39 Sqm.), which will be allotted to them pursuant to the License Agreement.

Provision of Furniture

DTIDC shall not provide any furniture. It is clarified that garbage bins within the allotted area shall have to be procured by the successful bidder. DTIDC will not provide any garbage collection bins.

Cleaning & Maintenance

It shall be the responsibility of the selected bidder to ensure the cleaning of the allotted area and to ensure regular disposal of waste of the allotted Restaurant.

Payment of Others Charges of the Restaurant.

Any other charges such as electricity & water charges etc. shall be charged on actual usage basis or as per the prevailing policy framed by DTIDC from time to time.

Timing of Operations of the Restaurant

The selected bidder shall have to operate the allotted Restaurant on 24 (Twenty Four) hours basis. However, the selected bidder can close the allotted

Restaurant for period not exceeding 3 (Three) hours to undertake cleaning and other preparatory works such as closure of accounts, cutting and segregation of raw materials, procurement of raw materials etc. Such closure shall have to be done after 11:00 PM every day and not before that.

5.33 General Instructions pertaining to Allotted Restaurant

1. The Selected bidder shall deploy requisite manpower for the smooth operation & maintenance of allotted Restaurant.
2. The Selected bidder shall ensure that all deployed personnel are fully conversant with the ISBT complex; with the activities carried out at the ISBT complex; rules & regulations of operations of ISBT complex.
3. The DTIDC shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Selected bidder reserves the right to remove the personnel after providing information to DTIDC in this respect.
4. The Selected bidder shall provide detailed list of personnel, manager & nodal officer etc. who will be deployed at the project site along with name, address, and other contact details.
5. The Selected bidder shall have insurance cover for its personnel- accident and/or death while performing the duty.
6. The Selected bidder shall exercise adequate supervision to ensure proper performance of services in accordance with the requirements.
7. The Selected bidder shall issue identity cards / identification documents to all its employees who will be instructed by the selected bidder to display the same at all times. All the deployed personnel of the selected bidder shall have to wear uniform.
8. The personnel of the selected bidder shall be subject to detailed direction and control of the selected bidder and in relation to manner and model of performance of duties, as per the License Agreement. However, they have to follow the directives, instructions issued by DTIDC in the day to operation and especially during the emergency such as fire breakout, earthquakes etc.
9. The personnel of the selected bidder shall not be the employees of the DTIDC and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under License Agreement. The Selected bidder shall make them known about this position in writing before deployment under License Agreement.
10. The Selected bidder shall also provide at its own cost all benefits statutory or otherwise to its employees and DTIDC shall not have any liability whatsoever on this account.
11. All the records such as bill book, personnel deployment register etc. shall have to be maintained at the allotted Restaurant at all times.

12. The Selected 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. The Selected bidder shall enroll the personnels/employees through EPFO & ESIC in order to extend social security benefits to all the eligible workers.
14. DTIDC will provide electricity connection and water & sanitation facilities. However the initial installation charges will be borne by the Selected Bidder on actual basis, as intimated by DTIDC.
15. The Selected bidder shall be responsible for payment of any loss / damage to any property by any act / omission of its employees / staff. Necessary deduction will be made from its Performance Security Deposit upon the occurrence of any such loss / damage to any property of DTIDC.
16. All the decisions, directives issued by the Managing Director, DTIDC will be final & applicable.
17. All the relevant & statutory licenses, clearances as applicable for running of allotted Restaurant shall have to be displayed prominently in the allotted Restaurant all the time during the license period.
18. ***Activities mentioned hereunder are not exhaustive and the selected bidder shall have to carry out the Operation & Maintenance of allotted Restaurant as per the good industry practices and standard operating procedures.***

5.32 Force Majeure

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

- Acts of God, storm, cyclone, hurricane, flood, landslide, volcanic eruption, or fire (to the extent originating from a source external to the Project) affecting the construction of the Project.
- Radioactive contamination, ionizing radiation.
- Epidemic, famine
- Strikes, boycotts or other forms of labour unrest interrupting supplies and services (excluding strikes or boycotts by employees, agents or representatives of an Affected Party, or its contractor or attributable to any act or omission of any of them)

- Any failure or delay in performance by the Contractor, but only to the extent caused by another Force Majeure Event.
- Late delivery of machinery, equipment, material, spare parts or consumables for the project but only to the extent caused by another Force Majeure Event.
- An act of war (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/ explosion, politically motivated sabotage or civil commotion.
- Non-receipt of requisite licenses, clearances, registrations etc. for the running of the running and operation of the allotted Restaruant, by whatever name called, from any and all competent authorities without any fault of the selected bidder.

5.32.2 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.

5.32.3 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 5.32.4 ; or
- termination of the contract pursuant to clause no. 5.32.7 hereof

5.32.4 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.

5.32.5 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.

5.32.6 Costs, Revised Time Table:

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

5.32.7 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.

5.33 Termination

This Contract may be terminated forth with by DTIDC by giving written notice of 30 days to the licensee if:

- 5.33.1 The licensee is in material breach of its obligations under the Agreement and/or, in the case of such breaches capable of being remedied, fail stormed that breach within thirty days of receiving notice of such breach; or

- 5.33.2 In case of breach of any of terms and conditions of the Contract by the Selected bidder, the Competent Authority of the DTIDC shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the DTIDC and in that event the security deposit shall be forfeited and encashed.
- 5.33.3 The licensee does not provide services satisfactorily as per the requirements of the DTIDC or / and as per the terms and conditions of contract. In that case nothing will be payable by the DTIDC and in that event and the security deposit shall be forfeited and encashed.
- 5.33.4 The licensee goes bankrupt and becomes insolvent.
- 5.33.5 Notwithstanding anything mentioned herein above, if the contract is terminated due to following acts of the licensee, the licensee shall not be entitled to any claim, damages, compensation or any other consideration whatsoever:
- any misuse of the premises for other licensed usage.
 - any criminal activity is carried out or allowed to be carried out from the allotted Restaurant as may be determined solely by the authorized representative of DTIDC.
 - Deployment of child labour, pregnant woman, person having age more than 58 years & person with criminal background.
 - Non-payment of License fees, maintenance charges, others charges, applicable service tax for a continuous period of 2 (Two) months.

5.34 Disclaimer

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

5.35 Insolvency

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

If the Selected bidder being an individual or if firm, any partner in the Selected bidder's firm, 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 nor 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 Selected bidder being accompany 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 Selected bidder commits any breach of this contract not herein specifically provided 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 Selected bidder shall be liable to pay the purchaser for any extra expenditure, he is there by put to but shall not been titled to any gain on repurchased.

5.36 Indemnification

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

5.37 Statutory Clearances:

- 5.37.1 Procuring all the permissions/registrations/labor licenses etc. required from the statutory/regulatory/Civic Authority concerned required to carry out the services included in the scope of this bid. The Selected bidder (i.e. Selected 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 administering authority of DTIDC from time to time.
- 5.37.2 The selected 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 allotted restaurant in proper condition and also abide by the instructions as may be given by DTIDC from time to time. He/she shall also pay all municipal taxes / other local body taxes or fees as due.

5.38 Other Conditions

The selected bidder shall have no right, other interest in the ISBT complex and the legal ownership of the allotted restaurant, shall always continue to vest with DTIDC.

The licensed parking sites shall not be used or permitted to be used for any other purpose whatsoever except for permitted activities.

The use of the allotted restaurant by the Selected bidder will be subject to the following restrictions:

- a) That the allotted restaurant is not to be used for non-permitted activities.
- b) That the arrangements for operating & maintaining the allotted restaurant in a good state of functioning is the responsibility of the selected bidder.
- c) Any physical damage or injury to the commuter / passenger / visitor due to the lapses on the part of the selected bidder or any of its deputed personnel will be the sole responsibility of the selected bidder only and DTIDC will stand absolved of any obligations or liability towards the injured / damage.
- d) The Selected bidder hereby also agrees to comply with all security instructions issued by DTIDC or his duly authorized representative.
- e) The Selected bidder hereby also agrees to fully comply with all instruction regarding fire fighting /hazard as may be issued by DTIDC or its duly authorized representative.
- f) The allotted restaurant will not be used or permitted to be used by the selected bidder for indecent, obnoxious or such other activity which may cause nuisance/embarrassment to the general public and the decision of the Managing Director, DTIDC, Delhi in this regard shall be final and binding.

5.39 Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the tenderer/Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DTIDC in relation to or matters arising out of, or concerning the tendering Process. DTIDC shall treat all information, submitted as part of tender, in confidence and shall require all those who have access to such material to treat the same in confidence. DTIDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DTIDC or as may be required by law or in connection with any legal process.

CHAPTER 6

MISCELLANEOUS

- 6.1 The Tendering Process shall be governed by and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the tendering process. During the tendering process no dispute of any type would be entertained. Even in such cases where DTIDC asks for additional information from any tenderer, the same cannot be adduced as a reason for citing any dispute. During License period, all disputes between the successful tenderer and DTIDC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement after signing the License Agreement. The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement. The copy of draft license agreement is placed at the website of DTIDC i.e. dtidc.delhi.gov.in.
- 6.2 DTIDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the tendering Process and/ or amend and/ or supplement the tendering Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any tenderer in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to DTIDC by, on behalf of, and/ or in relation to any tenderer; and/ or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any tenderer.
- 6.3 It shall be deemed that, by submitting the tender, the tenderer agrees and releases DTIDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the tendering process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The tender and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this tender, in the event of any conflict between them, the priority shall be in the following order:
- a) License Agreement.
 - b) Tender Document;
- i.e. the License Agreement above shall prevail over tender document.

Annexure -1

| Details of Property & Reserve Monthly License Fees | | | |
|---|---|---|--|
| S.No. | Details of Property | Area in Sq.ft | Reserve Price for monthly License Fees (in Rs.) |
| 1. | Operation & Maintenance of “Restaurant” Near Entry Gate at ISBT, Kashmere Gate, Delhi | Total Area 906 Sq. meters (Covered Area-202.61 Sqm. & open space 703.39 Sqm.) | Rs.6,00,000/- |

Note-1: The tender of restaurant at ISBT, Kashmere Gate Delhi is invited through this Tender. DTIDC reserve rights to remove or add any particulars from/in the tendering process without assigning any reason.

Note-2: Parking- The parking facilities provided as part of the ISBT Kashmere Gate may be used and all charges, fees and rules shall apply to the licensee as applicable to the public and the commuters.

Note-3: The Licensee would be permitted a rent free period of 3 months from the date of handing over of the site, mentioned. The licensee shall be allowed to carry out the fit-outs, finishing works after grant of approval by DTIDC in writing. The successful tenderer shall has to complete in all respects the development of the space licensed, within a period of 3 months from the date of handing over of the space by DTIDC. **The license period and charges (including license fee) shall be commenced after the rent free period of 3 months.** However, in case of earlier commencement of business, the license fee & other charges shall be commenced from the date of such commencement of business.

(To be filled in by the tenderer)

To

Managing Director, DTIDC
2nd Floor, Maharana Pratap,
ISBT, Kashmere Gate
Delhi-110006

Sub: Tender for Licensing of Restaurant near entry gate at ISBT, Kashmere Gate, Delhi, January, 2018 for commercial utilization

Sir,

With reference to above subject, I/we, having examined the tendering documents and understood their contents, hereby submit my/our tender for the aforesaid Licensing Rights for commercial activities in **Restaurant near entry gate** on License Fees basis at ISBT, Kashmere Gate, Delhi. My/our tender is unconditional.

Further:

1. I/ We acknowledge that DTIDC shall be relying on the information provided in the tender and the documents accompanying the tender for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the tender are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DTIDC any additional information it may find necessary or require to supplement or authenticate the tender.
3. I/ We acknowledge the right of DTIDC to reject my/our tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Tendering Documents, including Addendum / Corrigendum, if any, issued by DTIDC; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the Tender document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable

practice or restrictive practice, as stipulated in the tender document, in respect of any tender, Bid or request for proposal issued by or any agreement entered into with DTIDC; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the this tender in response to the tender for the above subject were true and correct as on the date of making the this tender and are also true and correct as on the tender due date of submission and I/we shall continue to abide by them.
- 5. I/ We understand that you may cancel the tendering process at any time and that you are neither bound to accept any tender that you may receive nor to invite the tenderers to Bid for the above subject, without incurring any liability to the tenderers, in accordance with provisions of the tender document.
 - 6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DTIDC in connection with the selection of the tenderer, or in connection with the tendering process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
 - 7. In the event of my/ our being declared as the Selected tenderer/Bidder, I/we agree to enter into a License Agreement in accordance with the Draft License Agreement. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 - 8. I/ We have studied all the tendering documents carefully and also surveyed the DTIDC Restaurant. We understand that except to the extent as expressly set-forth in the Draft License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DTIDC or in respect of any matter arising out of or relating to the tendering process including the award of License.
 - 9. I/ We offer due Bid Security/EMD to DTIDC in accordance with the Tender Document.
 - 10. I/ We agree and understand that the offer is subject to the provisions of the tendering documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our tender is not opened or rejected.
 - 11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the

project.

12. I/ We agree and undertake to abide by all the terms and conditions of the tender document.
13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
14. I/ We shall keep this offer valid for 180 (one hundred and twenty) days from the tender submission due date specified in the tender.
15. I/ We hereby submit bid documents i.e. Tender documents duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
16. I/We hereby enclosing all requisite documents as prescribed in this Tender documents.

In witness thereof, I/we submit this tender under and in accordance with the terms of the Tender document.

Yours faithfully

Encl: A/A

(Signature, name and designation of the Authorized signatory) Name and seal of Tenderer/Lead Member

Date:

Place:

Witness:-

(1) Name.....
Address.....
.....
.....

(2) Name.....
Address.....
.....
.....

General Information of the Tenderer
(To be filled in by the Tenderer)

1.
 - (a) (i) Name of tenderer :
 - (ii) Father's/husband name :
 - (b) Country of incorporation :
(in case of company/firm)
 - (c) Address of the corporate headquarters/
Residence/office/business:
 - (d) Copy of proof of Address, as mentioned in (c), enclosed:
 - (e) PAN of income tax:
 - (f) Age of tenderer in case of individual tenderer
 - (g) Proof of age enclosed:
2. Details of individual(s) who shall serve as the point of contact/ communication for DTIDC within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
Or mobile Number
 - (f) Fax Number :
 - (g) E-Mail Address: :
 - Details of Bid Security
money (EMD)
 - (h) Amount :
Name of Bank, Branch &
Demand Draft No. & Date

Signed:
(Name of the Authorized Signatory)

For and on behalf of
(Name of the tenderer)

Annexure-4

~~On the Letter head of bidder in case of company/firm. However, for other bidders no letterhead is required)~~

Details of near relative

I have certified that :-

- ~~(i) No near relative of mine, as mentioned in the TENDER document, is in employment with DTIDC~~

Or

- ~~(ii) The details of near relative working in DTIDC is given below:-~~

Name of the relative _____

Working at _____DTIDC on the capacity of _____

Relation _____

~~and he/she is not covered under chapter - 2 of TENDER document of DTIDC.~~

Name & address of Bidder(s)

~~Witness:-~~

~~(1) Name.....
Address.....
.....
.....~~

~~(2) Name.....
Address.....
.....
.....~~

Power of Attorney of Tenderer
(To be filled up in by the Tenderer)

Know all men by these presents, we _____
(name and address of the registered office) do hereby constitute, appoint & authorize Mr.
/Ms.

_____ (name and residential address) who is presently
employed with us and holding the position of _____ as our attorney,
to do in our name and on our behalf, all such acts, deeds and things necessary in
connection with or incidental to our tender, including signing and submission of all
documents and providing information / responses to DTIDC, representing us in all matters
before DTIDC, and generally dealing with DTIDC in all matters in connection with our
tender.

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

For

dtidc

Accepted

(signature) (Name, Title and Address)
of the Attorney

Note:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 25 fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

Annexure-6**Financial Offer/Bid Form**

(To be filled in by the Tenderer)

Please mention your financial offer in this annexure

Name of the Tender: Tender for Licensing of Restaurant near entry gate at ISBT Kashmere Gate, Delhi, January, 2018.

Period of License:

For a period of 05 years of restaurant at ISBT, Kashmere Gate, Delhi (+ extendable for a further period of 02 years on the sole discretion of DTIDC).

(I) I/ We hereby submit our unconditional Financial offer for the captioned Restaurant as per terms and conditions specified in the tender Document:-

Monthly License Fee in Indian Rupees for the following Restaurant:-

| PARTICULARS | Monthly License fee in figure * | Monthly License fee in words for the Restaurant* |
|--|--|---|
| Restaurant near entry gate at ISBT, Kashmere Gate, Delhi | Rs..... Per month | Rupees..... per month |

**quote rate only for restaurant. Quoting of two rates for restaurant shall make the offer as invalid tender and shall be rejected.*

(Tenderer shall also submit the statement duly certified by the Chartered Accountant as mentioned at 5.27).

(II) If the License is awarded to me/ us, I/we agree to make the following payments in addition above to DTIDC as per terms and conditions set forth in the Tender Document

1. License Fee in items 1 above escalated at the rate of 10% every year on compounding basis from the date of handing over of Restaurant.
2. The other utility charges like electricity, water, chiller, etc. calculated on monthly

basis.

3. Maintenance charges of Rs.30/- per sq.ft./month (+ applicable GST with annual increase of 10%) or as intimated by DTIDC time to time.
4. All statutory taxes, local levies, statutory dues/ including GST on licence fee, etc as applicable from time to time.

I/ We hereby undertake that:-

- a) If there is any discrepancy between words and figures in my/ our quoted rate in item No.-1, the rate quoted in words shall prevail.
- b) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the Tender document, and after careful assessment of the restaurant offered, all risks and contingencies and all other conditions that may affect the financial offer/Bid.
- c) My/ our offer shall remain valid for 180 days from the due date of submission of this offer/Bid.

Authorized signatory/tenderer/bidder

Date:

Name and seal of tenderer/Bidder

Place:

Witness:-

(1) Name.....
Address.....
.....
.....

(2) Name.....
Address.....
.....
.....

Annexure-7

Format of Bank Guarantee for Bid Security

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Delhi only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____
This Deed of Guarantee executed at _____ by _____ (Name of Bank)
having its Head / Registered office at _____
(hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of ED, Delhi Transport Infrastructure Development Corporation Limited (DTIDC), having its office at Second Floor, Maharana Pratap ISBT, Kashmere Gate, Delhi-110006, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS: -

1. DTIDC, with a view to augment its revenues through non-tariff measures and to part finance its project, had invited Tender from the interested parties from the eligible tenderer/Bidders (fulfilling eligibility criteria as laid down in Tender document) for assigning Licensing of Restaurant near entry gate at ISBT Kashmere Gate.
2. Licensee shall manage, operate, maintain, **restaurant** in ISBT, Kashmere Gate, Delhi as specified in this Agreement at its own cost.
3. DTIDC has agreed to provide to the Licensee the Restaurant on “**as is where is basis**”, herein after referred to as spaces, as mentioned below on the terms and conditions hereunder contained in this License Agreement.

This License is for a period of 05 years(+extendable for a further period of 02 years on the sole discretion of DTIDC) for the restaurant at ISBT, Kashmere Gate Delhi from the date of commencement of License Agreement, unless otherwise terminated/surrendered earlier.

4. The tender/Bid offer submitted by M/s _____ having their registered office at _____ has been accepted by DTIDC vide LOA No. _____ dated _____.

5. As per the terms of the above mentioned LOA, the Licensee is required to operate the restaurant handed over to the Licensee inside ISBT, Delhi for the duration of the License Agreement.
6. The Licensee is also required to make payments of License Fees & other dues as per License Agreement and applicable taxes to DTIDC.
7. The Licensee shall also: -
 - a) bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement; and
 - b) not assign or create any lien or encumbrance on the License Agreement hereby granted or on the whole or any part of the Project Facility nor transfer, or part possession therewith save and except as expressly permitted by this Agreement.
8. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) i.e. equal tomonths license fee, as security for the performance and fulfillment of all its responsibilities and obligations as per the License Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DTIDC.
9. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DTIDC for the due payment of Rs. _____ (Rupees _____ Only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS: -

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DTIDC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from DTIDC, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the Licensee has been forfeited.
2. The Guarantor agrees that DTIDC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DTIDC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DTIDC and the Licensee or any dispute pending before any Court, Tribunal Arbitrator or any other Authority.

3. Any such demand made on the Guarantor by DTIDC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee shall be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force till the end of the License Period, or for such extended period as may be mutually agreed between DTIDC and the Licensee, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DTIDC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DTIDC and further subject to adjustment for all damages suffered by DTIDC.
5. This Guarantee is unconditional and irrevocable till such time DTIDC discharges this guarantee by issuing a letter to the Guarantor in this behalf.
6. The Guarantor undertakes to pay the amount mentioned herein as principal debtor and not a surety and it shall not be necessary for DTIDC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DTIDC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
7. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DTIDC against the Licensee or any indulgence shown by DTIDC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DTIDC or any indulgence by DTIDC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
8. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
9. The Bank agrees that DTIDC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without

proceeding against the Licensee and notwithstanding any security or other guarantee that DTIDC may have in relation to Licensee's liabilities.

10. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
11. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
12. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
13. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
14. This Guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without DTIDC's prior consent in writing. This Guarantee is valid for a period of _____ Months from the date of signing. [The initial period for which this Guarantee shall be valid must be for at least six months longer than the anticipated expiry date of License Agreement.]

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered

For and on behalf of the Bank

By the above named _____

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

dtidc

Consortium Agreement/Memorandum of Understanding

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this

_____ day of _____, 2014.

BETWEEN

Mr. _____ R/o _____
OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its _____
_____ duly authorized by a resolution of the Board of Directors dated _____

(hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o _____
OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. _____ R/o _____
OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Delhi Transport Infrastructure Development Corporation Limited (hereinafter referred to as 'DTIDC') has invited Bids for the "Licensing of Shops/Sites/Spaces at

~~ISBT, Kashmere Gate/” in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DTIDC for participating in the bid by the Consortium for which the Bid has been floated by DTIDC.~~

~~AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.~~

~~AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.~~

~~NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT
HEREBY WITNESSES:~~

- ~~1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “Licensing of Shops at Maharana Pratap ISBT, KG/Anand Vihar/Sarai Kale Khan, Delhi” in terms of the Bid invited by Delhi Transport Infrastructure Development Corporation Ltd., (DTIDC).~~
- ~~2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DTIDC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid “Shop”. “Shop” in case the Consortium turns out to be the successful bidder in the bid being invited by DTIDC for the said purpose.~~
- ~~3. That all the members of the Consortium have satisfied themselves that by pooling their technical know how and technical and financial resources, the Consortium fulfills the pre qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing of Shops/sites/spaces in ISBT, Kashmere Gate/Anand Vihar/Sarai Kale Khan, Delhi”.~~
- ~~4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. Etc. and such other documents as may be necessary for this purpose.~~
- ~~5. That the share holding of the members of the Consortium for this specified~~

~~purpose shall be as follows:~~

- ~~(i) The Lead Member shall have _____ per cent (____%) of share holding with reference to the Consortium for this specified license agreement.~~
- ~~(ii) The Participant Member shall have _____ (____%) of share holding with reference to the Consortium for this specified license agreement.~~
- ~~6. That in case to meet the requirements of bid documents or any other stipulations of DTIDC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.~~
- ~~7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.~~
- ~~8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of DTIDC.~~

~~IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.~~

1. _____

-) Authorized Signatory

-) For (Name of
company)

2. _____

-) Authorized Signatory

-) For (Name of
company)

3. _____

~~)- Authorized Signatory~~

~~(~~

~~)- For (Name of
company)~~

~~Enclosure: Board resolution of each of the Consortium Members authorizing:~~

~~(i) Execution of the Consortium Agreement, and~~

~~(ii) Appointing the authorized signatory for such purpose.~~

dtidc

Affidavit

(To be given separately by each member of the firm in case tenderer/bidder is a partnership firm on Stamp Paper of Rs.10/-)

I _____ S/O _____ R/o _____, the _____ (designation) of the _____ (insert name of the bidder/company) do solemnly affirm and state as follow:-

1. I say that I am the authorized signatory of _____ (insert name of company) (hereinafter referred to as “Tenderer” and I am duly authorized by the Board of Directors of the tenderer/Bidder to swear and depose this Affidavit on behalf of the tenderer.
2. I say that I have submitted information with respect to our eligibility for Delhi Transport Infrastructure Development Corporation Ltd.’s (hereinafter referred to as “DTIDC”) Tender for licensing of restaurant at ISBT, Kashmere Gate, Delhi (hereinafter referred to as “Restaurant”) and I further state that all the said 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 DTIDC to verify our credentials/information provided by us under this tender and as may be deemed necessary by DTIDC.
4. I say that if any point of time including the License period, in case DTIDC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DTIDC.
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/bidding 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 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 this day of.....,2018

DEPONENT

dtidc

(To be submit separately on Rs. 100/- stamp paper duly notarized)

Undertaking for Responsibility

_____ as a partner of the firm of _____ firm - namely _____
 _____ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DTIDC in respect of Licensing of Restaurant :-

1. That, we Solely undertake that _____ (Name of the Company/firm) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to Restaurant at ISBT Kashmere Gate, Delhi.
2. That, all members (tenderer) is/are jointly or severely responsible for all commitments / liabilities/ dues etc to DTIDC.

(Authorized CEO /all members to sign on undertaking with witness signatures)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

dtidc

Witness

- 1.
- 2.

Annexure-11

LIST OF USAGES BANNED/ NEGATIVE LIST

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Selling or consumption of alcoholic based drinks or beverages.
4. Selling or consumption of drugs, narcotics or any other such materials.
5. Selling or consumption of illegal items which are prohibited by any of the applicable Indian law , Act, statute, by whatever name called, including its amendments
6. Sale of tobacco and tobacco products.
7. Advertisement at any location and in any format.
8. ATM

Annexure-12

Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of at Restaurant at ISBT, Kashmere Gate, Delhi is required to be sourced from existing available source of DTIDC; availing power supply from outside agencies in DTIDC is not permitted. The disbursement of power at Restaurant near entry gate at Maharana Pratap ISBT, Kashmere Gate, Delhi shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available DTIDC power network, which is reliable having adequate redundancy. DG supply shall not be made available. The power fed shall be from normal source without backup network, Licensees may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.
3. For the Restaurant at ISBT, Kashmere Gate, Delhi installation of window/ split AC is not permitted. However, appears viable Licensee may install AC at his own cost conforming to detailed specifications of DTIDC and its written approval.
4. DTIDC shall attempt to provide electricity at the point nearest to location; Licensee is required to pay the cost of electrical works required for extension of power from DTIDC panel/ DB up to site on actual basis + DTIDC service charges @15%. Alternatively, Licensee may also undertake electrical work for extension of power from nominated source under DTIDC supervision and complying all codal provisions listed DTIDC specifications, upon payment of requisite fees of Rs. 20,000/- per feeder (one feeder with energy meter).
5. DTIDC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
 - a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
6. Licensee shall extend power supply from this Meter box at his own cost.