

**Rs. 1,050/- {Inclusive of VAT}**

**G**uidelines  
&  
**A**pplication **F**orm  
for  
**S**etting up, **M**anagement  
&  
**O**peration of **S**oft **A**dventure **P**ark  
at  
**S**anjay Lake, Mayur Vihar



**Delhi Tourism & Transportation Development Corporation Ltd.**

**(A Government Undertaking)**

**18-A, D.D.A. Shopping Cum Office Complex, Defence Colony**

**New Delhi 110024.**

**Delhi Tourism & Transportation Development Corporation Ltd.**  
**(A Government Undertaking)**  
18-A, D.D.A. Shopping Cum Office Complex, Defence Colony  
New Delhi 110024.

**Information & Instructions for Bidders for E-Tendering**  
**{Application for inviting open bids}**

**NIT No** ADV/6063/2006-07/DTTDC/P.F-I

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

Name & location of work	Bid security/EM D	Pre-Bid Meeting date & time	Bid due date	Time & date of opening of Technical bid
Setting up, Management & Operation of Soft Adventure Park at Sanjay Lake, Mayur Vihar	2,50,000	22 <sup>nd</sup> July,2014 At 12:00 Noon	06/08/2014 At 3:00 pm	06/08/2014 At 4:00 pm

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

1. The intending bidder must read the terms and conditions of the RFP carefully. He should only submit his bid if he considers himself eligible and he is in the possession of all the required documents.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The RFP consisting set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://govtprocurement.delhi.gov.in>.
4. But the bid can only be submitted after uploading the mandatory scanned mentioned in the Sr. No. 10 below.
5. Bidders not registered on the website mentioned above are required to get registered before hand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The bidder must have valid class-III digital signature to submit the bid. Such digital signature must be issued in the name of bidder or its authorized signatory.

7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor's bid sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. The bidder should quote his offer in the column meant for quoting rate in figures.
10. **List of Documents to be scanned and uploaded within the period of tender submission:**
  - I. RFP Document Fee Rs. 1,050/- in the form of DD issued by Nationalized/Scheduled bank in favour of Delhi Tourism and Transportation Development Corporation Ltd, payable at New Delhi;
  - II. Bid Security in favour of Delhi Tourism and Transportation Development Corporation Ltd. in form of DD issued by nationalized/scheduled bank payable at New Delhi (these instruments issued by a cooperative bank will NOT BE ACCEPTED under any circumstances;
  - III. PAN card
  - IV. Income Tax Returns for last 3 (three) years/Audited Balance Sheet for the period of last 3 years.
  - V. Letter Comprising the Bid in the prescribed format (Appendix – I) along with Annexes and supporting Documents;
  - VI. Service Tax Registration Certificate;
  - VII. Copies of Memorandum and Articles of Association; copy of partnership Deed and Certificate of registration; name and address of proprietor / certificate of registration etc. as may be applicable in support of the status of the owners / proprietors.
  - VIII. Approval of recognition of adventure tour operators issued by Ministry of Tourism, Government of India for Adventure Tourism activities namely Water Sports, Aero Sports, Mountaineering, trekking, safari etc.
  - IX. copy of an agreement with Promoters as Proof of operation of eligible projects being claimed by the bidder.
11. But the bid can only be submitted after uploading the mandatory scanned mentioned in the Sr. No. 10 below.
12. Online tender documents submitted by intending bidders shall be opened only if those bidders, whose Bid Security and RFP fees placed in the separate envelope, are received in the office of General Manager, DTTDC before the opening of the bid and found in order.

13. The Bid Security shall be deposited in the form of Demand Draft in favour of **General Manager, Delhi Tourism & Transportation Development Corporation Ltd.**, refundable not later than 180 days from the bid due date or from the date of execution of the agreement with the successful bidder, whichever is later, except in case of the successful bidder. DTDC reserves the right to reject any or all the tenders without assigning any reason, whatsoever.

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

**General Manager  
DTDC LTD.**

# **Guidelines / Procedure to be followed in introduction of 'E'- Tendering Solution**

## **1. Payment of cost of Tender documents**

The collection of cost of Tender documents shall be through demand draft in favour of DTTDC. The demand draft shall be submitted in original with other documents in the office of The General Manager, DTTDC. The scanned copy of the demand draft must also be uploaded electronically with all other requisite documents. The bidders can view/download the tender documents, from the <https://govtprocurement.delhi.gov.in>.

## **2. Submission of Bids**

The bidders who are desirous of participating in 'e' tendering shall submit their financial bids in the standard formats prescribed in the Tender documents, displayed at <https://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents etc., in the <https://govtprocurement.delhi.gov.in> in support of their price bids. The bidder shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

Submission of all the bid document/supporting documents in ORIGINAL physical copy before bid due date is mandatory along with electronic copies/scanned copies. Bids submitted electronically but not physically will be summarily rejected. Similarly, bids submitted physically but not electronically will also be summarily rejected. In case of any ambiguity in information provided in electronic copy of Technical Proposal and Physical copy of the same, Physical copy will prevail. In case of ambiguity in information provided in electronic copy of Financial Proposal and Physical copy of the same, the DTTDC will have full discretion to take a decision which includes rejection of bid.

## **3. Payment of Bid Security/EMD**

The Bid Security/EMD shall be in the form of Demand draft issued by a nationalized/scheduled bank issued in favour of Delhi Tourism & Transportation Development Corporation Ltd. Payable at New Delhi have to be submitted.

## **4. Financial Proposal Opening**

The Financial Proposals will be opened online by the committee, DTTDC at the specified date & time and the result will be displayed on the <https://govtprocurement.delhi.gov.in> after evaluation there of which can be seen by all the bidders who participated in the tenders.

## **5. Processing of Tenders**

DTTDC will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder only after the process is completed.

## **6. Payment of Security Deposit**

The successful bidder shall be required to submit Security Deposit for an amount equivalent to 6 months monthly quoted licence fee by the highest bidder.

## **7. Participation of Bidders at the time of opening of bids**

Bidders have two options to participate in tendering process at the time of opening of Bids:

- a. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.
- b. Bidders can see the process online.

## **8. Signing of agreement**

After the award of the contract, an agreement as enclosed shall be signed as done in conventional Tenders.



**Delhi Tourism & Tpt. Dev. Corporation Ltd.**  
**(A Government Undertaking)**  
*Adventure Division*

## **Preamble**

Delhi Tourism & Transportation Development Corporation Limited (DTTDC), A Government Undertaking, is registered under the Indian Companies Act 1956 and has been running Dilli Haats at INA, Pitampura and Garden of Five Senses near Saket. DTTDC has taken over around 6.3 acres of land from DDA on licence fee and revenue sharing basis at Sanjay Lake, Mayur Vihar for setting up Soft Adventure Park. DTTDC has agreement with DDA for a period of five years w.e.f. 13.12.2007 which is renewable for further period of five years at a time up to the period of 20 years on enhancement of licence fee by 20% at the time of each renewal at the discretion of DDA.

The licence period would be for a period of 13 years from the date of handing over of the possession. The bids are invited in two bid system i.e. technical bid, and financial bid. The financial bid of only such bidders would be opened who qualify in the technical bid.

# Eligibility

1. The bidder should be doing the business of the adventure tours / Adventure Parks/ activity based projects/Camping site and must have licence issued by the Ministry of Tourism, Government of India.
2. Bidder / promoter should have a minimum experience of three years in the field of Children Amusement Park/adventure parks/game based projects/ camping site and must be operating atleast one adventure park/ activity based project/ camping site.
3. The bidders annual turn over in the last three financial years (cumulative) should be atleast Rs. 3.(Three) crores.
4. Bidder must have positive net-worth.
5. The bidder must have the following:-
  - ❖ Service Tax Registration
  - ❖ PAN No.
6. The Bid Security/EMD of Rs. 2.50 lakhs in the shape of bank draft/ Demand draft in favour of Delhi Tourism & Transportation Development Corporation Ltd." be enclosed in a separate envelope marked Bid Security for setting up, Operation, Management & Operation of Soft Adventure Park at Sanjay Lake, Mayur Vihar.
7. Any Bidder including his Associate having failed to perform any contract, or having been terminated by DTTDC for breach of any agreement or having any dispute or litigation with DTTDC shall not be eligible to be considered.



# Methodology

**A.** The tender document can be downloaded from website <https://govtprocurement.delhi.gov.in>. A non-refundable bank draft of Rs. 1,050/- in favour of Delhi Tourism & Transportation Development Corporation Ltd. be submitted alongwith the technical bid towards the cost of RFP.

**B. Bid Process – Steps & Evaluation Opening of Technical Bids**

- I. The envelope containing Bid Security shall first be opened. If the Bid Security is found in order then only Technical Bids received in response to this tender shall be eligible to be opened by DTDC.
- II. Opening of Technical bid (to be submitted in Envelop "A"). Bidders shall have option to participate in the opening of tendering process either by being available at the place of opening of bidders as done in the conventional tender process or they may see the process online as they may deem fit.
- III. Applicants fulfilling the eligibility criteria shall be shortlisted as per evaluation criteria at Annexure-I. The bidders scoring minimum 25 marks in the technical bid would be shortlisted and would become eligible for opening of financial bids.

**C. Opening of Financial Bids**

The financial bid be submitted in Envelope "B". Financial bids of only those bidders who qualify on the basis of Technical Bid evaluation shall be opened. The Financial Bids of Bidders, who have secured Technical Score of 25 marks or above, shall be evaluated. Financial Bids of those Bidders who do not qualify on the basis of evaluation of their Technical Bids shall not be opened.

## **D. Criteria for evaluation of Financial Bids**

Bidders would be required to pay a minimum Licence fee of Rs. 2.64 lakhs (Rupees two lakhs sixty four thousand only) per annum to DTTDC {Subject to increase by 20 % at the time of each renewal after a gap of five years. This is paid by DTTDC to DDA} plus the quoted monthly licence fee. Besides the payment as elsewhere stated in the RFP document for undertaking any specific activity allowed by DTTDC shall also be payable separately.

Bids are invited for the project on the basis of highest monthly licence fees over the minimum reserve price of Rs. 3,00,000/- per month. The monthly licence fee shall constitute the criteria for evaluation of bids. The project will be awarded to the bidder quoting the highest monthly licence fee over the minimum reserve price of Rs. 3,00,000/- per month, subject to fulfillment of other conditions of RFP. The monthly licence fee will be increased @ 25% after every three years over the previous monthly licence fee.

Generally the bidder whose financial bid has the highest monthly licence fee over a period of thirteen years shall be considered as most preferred bidder. The remaining bidders shall be kept in reserve and may be invited to match the bid submitted from next by highest bidder in case such highest bidders withdraws or is not selected for any reason. In the event that none of the other bidders match bid of the highest bidder, the DTTDC, in its discretion may invite fresh bids from the remaining bidders or annul the bidding process as the case may be.

DTTDC reserves all the rights related to the opening, evaluation and cancellation of Bids. DTTDC can accept OR reject the financial bids without assigning any reason and decision of the DTTDC will be final in this regard. In case of any ambiguity while comparing the rates offered by the bidders, DTTDC reserves all the rights to decide on the issue of identifying selected bidder.

**06 months moratorium period for payment of monthly Licence fee quoted in the financial bid would be allowed for this project from the date of handing over the possession of land. The period of licence would be thirteen years from the date of handing over of the possession.**

Having evaluated the bids and selected the preferred Bidder for the award of work, further process will follow as under :-

- E.** Invitation to most preferred bidder to deposit : **{a}** Rs. 2.64 lakhs {Payable by DTTDC to DDA} **{b}** 6 months quoted licence fee of first year as interest free security deposit **{c}** 3 months quoted licence fee of first year as quarterly advance payment. **{d}** serviced tax payable on all payments stated in {A}, & {C} above.
- F.** Invitation to sign legal agreement.
- G.** Signing of Legal agreement with the prospective licensee.
- H.** Notional possession of location will be given.

### **Please Note**

1. Actual physical condition of the above site/ location can be seen by visiting the site/premises.
2. Location can be withdrawn from offer at any time, without assigning any reason(s).
3. Sale/Service, consumption or carrying on person, of cigarette, bidli, pann, gutka or any other tobacco product is not allowed.
4. The monthly license fee is to be paid on quarterly basis in advance.

5. The successful bidder would be given six months time to make the adventure park operational. During this period license fee would not be levied. DTTDC would start charging monthly license fee from the date from which adventure park becomes operational or from a period of six months from the handing over of the premises, whichever is earlier. In case successful bidder fails to make the Adventure Park operational within a moratorium period penalty @ Rs. 5,000/- per day would be levied in addition to the normal licensee fee payable.

## I. Scope of Work

- ❖ The scope of work shall include setting up, operation and management of Soft Adventure Park providing for Soft Adventure games, catering facilities, souvenir shop and water based games in the lake adjacent to the soft adventure park.
- ❖ The standard of services to be provided by the Licencee shall be of excellent quality. The Licencee shall also make available complete services with regard to the above as per requirements/directives of the DTTDC/its authorized representatives.

## J. DTTDC's Obligations

DTTDCs obligations shall be the following:

1. All the statutory licenses of local body, health authorities, Police etc. will be the responsibility of the Licencee. DTTDC would however issue "NOC" for getting such licences wherever required.
2. DTTDC would hand over the premises on **"as is where is basis"** consisting of the following :

Following structures/works are proposed to be handed over

- (i) Restaurant Block having a carpet area of 119 sqm. This includes sitting area, pantry, store, kiosk and public utility.

- (ii) Porta Cabin structure
  - (a) Souvenir Shop : 3m x 6m
  - (b) Ticket Window : 3m x 3m
  - (c) Toilet Block (2 Nos.) : 3m x 3m / 3.6m x 3.6m
    - Male : 2 no. WC, 2 WB, 3no. Urinal
    - Female : 3no. WC, 2 WB
  - (d) Rooms (4 rooms.) : 87 sqm
- (iii) Horticulture water sump i/c irrigation pipe line and mono block submersible pumps : 2 nos
- (iv) Bore well i/c multistage submersible tube well pump : 2 nos
- (v) Under ground water storage tank: 2 nos.
- (vi) High mast : 3 nos.
- (vii) Rain water Harvesting
- (viii) Chain link fencing : 380M (approx)
- (ix) Elevated walk way : 90M (approx)
- (x) Walk way along lake : 250M (approx)
- (xi) Planters : 280M (approx)
- (xii) Pedestrian walk way
- (xiii) Horticulture Works : Plants and Trees

## K. Licencee's Responsibility

Notwithstanding anything to the contrary contained in the Tender document. Expressed or implied, the Licencee shall remain at all times exclusively responsible to provide all materials, manpower and equipment that are needed to ensure that the contractual obligations are fulfilled by the licencee to the satisfaction of the DTTDC.

1. That the persons employed by the Licensee shall at all times and for all purpose shall be the employees of the Licensee who shall alone be liable and responsible for payment of all kinds of wages, salaries, remuneration and other benefits etc. to them without claim or reimbursement from the DTTDC.

2. That it shall be the responsibility of Licensee to ensure that the character antecedent of such personnel deployed by it for work have been duly verified by the policy authorities and shall produce such police verification on demand.
3. That all safety provision should be brought to the notice of all staff/ workers by the Licensee. Any negligence on the account, the Licensee shall be responsible for that.
4. That the licensee shall not employ men and women below the age of 18 years.
5. That this agreement can be terminated by either party after giving 06 months notice.
6. That all the correspondence will be addressed to the Managing Director & CEO, DTTDC, New Delhi.
7. That it shall be the responsibility of the Licensee to get sanction of additional electricity load, water connection, gas bank etc. from the agencies concerned and the Licensor will only give NOC for such connections wherever required. Any payment of this account shall have to be borne by the Licensee and will not claim any reimbursement from the Licensor . Gas Bank is the responsibility of the Party and any clearance required from Civic bodies, Fire Department etc. would be the responsibility of the Licensee.
8. That the licensor shall continue to have all rights and control over the licensed premises as its Licensor, subject to the rights of the Licensee hereunder including the right to inspect the Cafeteria by itself or its Authorized Representatives, officers and Employees.
9. That the licensee shall not carry out any material addition or alteration in the Licensed premises, so as to bring any structural change therein with or without any damage thereto. However, the licensee shall be entitled to carry out necessary repairs and or renovations to the existing structures in the licensed premises with prior written approval of the Licensor, at its own costs and expenditures without having any claim against the licensor. The licence would however be allowed to set up temporary structures at its own cost for operational purposes for licence would be required to inform the licensor in writing.

10. That the licensee shall not store any goods not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods/material which on account of their weight or nature may cause damage to the licensed premises. The licensee shall be liable or responsible for destruction or damage to the licensed premises.
11. That the licensee shall observe abide and comply with all the laws, bye laws rules and regulations of the Labour, Prevention of Food Adulteration Act, or provisions of all the laws including the rules and regulations of any local authority in force from time which may be made applicable to the business which the licensee is allowed to carry out under the license.
12. That the allotment is made on license basis and the licensed premises including the building constructed thereon will be public premises within the meaning of public premises (Eviction of Unauthorized Occupants) Act, 1971 or such acts as may be in force from time to time on this behalf.
13. That the courts of Delhi at New Delhi shall have jurisdiction to entertain any application in respect of any proceeding under the license or to entertain any suit in connection with this agreement of license and no other court of any other place shall have jurisdiction to entertain any such application or any suit.
14. The licensee shall also pay 12 ½ % of the sales generated from water based activities in the lake payable to DDA separately and 50% of the rest of proceeds collected from the lake activities to DTTDC.
15. That the Licensee besides monthly Licence Fee shall pay, annual licence fee of Rs. 2.64 lakhs to Licensor besides increased annual licence fee payable by Licensor to DDA at the time of further extension. The Licensee is also required to pay property tax and ground rent payable by Licensor to the concerned authorities, if levied. The licensee shall also pay statutory taxes, municipal taxes, levies, fees, duties charges etc. including luxury Tax, Central Tax, Service Tax, VAT, Sales Tax. Municipal and all other local and statutory taxes in respect of the licensed premises and to ensure their timely payment under intimation to the licensor. The licence is required to pay the quoted monthly licence fee in on quarterly basis in advance by the 25<sup>th</sup> of each preceding quarter failing which penalty @ 12% would be levied on the licensee.

16. That the electricity charges and water charges shall be payable by the licensee to the concerned agencies. In the event of any default being committed by the licensee in making payment of any such taxes or fees etc. the licensor shall be entitled to impose a penal interest on delayed payment *which* will be 12% p.a. besides right to terminate/ revoke the license.
17. That the licensee shall not under let, sub let, encumber, mortgage, assign or transfer their right and interest or part with possession of the land and building thereon or any part thereof of the licensed premises for sharing therein to any person directly or indirectly. However, the licensor has no objection in allowing and permitting the licensee to hire/ take expertise from outside parties recognized / famous for operations/ specialty cuisines.
18. That the licensee shall handover vacant and peaceful possession of the licensed premises along with all the lands, building, fittings and fixtures to the licensor on expiry, revocation, termination of the license. If the licensee fails to handover the peaceful and vacant possession of the demised premises on expiry or termination / revocation of the license, the licensor has a right to charge damages for illegal use and occupation of the premises @ Rs 2,000/- per day till such time the premises is vacated by the licensee .
19. The licensee shall give local contact addresses and telephone nos. (including mobile no. & Email ID of his representatives to the DTTDC so that intimation is sent to the licensee without any delay and inconvenience to DTTDC.
20. The licensee may supervise in person all the work and services at Soft Adventure Park on regular basis. This is besides any Manager/Supervisor that he has to employ as per the contract.
21. The licence period would be for a period of 13 years from the date of handing over of the possession. After the expiry of the period of licence, or on termination of licence, the Licensee should immediately hand over the vacant possession of the premises to DTTDC failing which Licensee will be treated as a trespasser and will also be liable to pay damages @ Rs. 2,000/- per day.



22. The Licencee will have to follow/ the colour scheme and design for various hoarding/display boards as approved by DTDC.



23. Publicity campaigns including additional directional Boards/sign/creation of web site etc. may be arranged on his own cost by the Licencee. However, the publicity material must contain the logo of DTDC as given above.
24. The Licence shall be in force for the period stipulated in the licence and on expiry thereof it shall be deemed to have been terminated (ipso facto) automatically unless otherwise intimated in writing. Further, the Licencee shall not have any right, either contractual or equitable, to demand any fresh licence for another term or to continue the same in preference to any other intending agency.
25. The Licencee shall have no right to sublet the Soft Adventure Park or any portion of the Soft Adventure Park under any circumstances and the licensee shall have no right to use the premises for the purpose other than the purpose for which Soft Adventure Park is allotted.
26. Notwithstanding anything contained in other clauses of the bid document, if any time during the period of the licence is, it is observed that the services are not being run properly by the Licencee or there is any breach of the terms and conditions of licence, the DTDC will assess the position and if it is of the view that the Licencee is violating the terms and conditions of the license or not in a position to run the services strictly as per terms and conditions of licence, DTDC shall terminate the licence by giving a notice period of maximum 30 days to the Licencee.
27. All payments under or in terms of the licence shall be made in Indian Currency by crossed "Account Payee" cheque/ Demand Draft in favour of "Delhi Tourism & Transportation Development Corporation Limited" in advance.

28. The Licencee shall be liable to comply with all the rules and regulations in respect of all the labour laws and statutory requirements including safety regulations, which are in vogue or will become applicable in future and regularly submit a certificate to the Licensor regarding compliance of all the statutory requirement under various statutes in respect of persons employed by it.
29. The Licencee shall fully comply with all the applicable laws, Rules & Regulations relating to PF. Act including the payment of PF contributions. Payment of Bonus Act, Minimum Wages Act, Workmen's compensation Act. ESI, C.L (R&A) Act, Migrant Labour Act, Essential commodities Act, Food adulteration act and/or such other Acts or Laws, regulations passed by the Central, State, Municipal and Local Government Agency or authority, including Statutory taxes as , applicable from time to time.
30. The Licencee shall be responsible for proper maintenance of all registers, records and accounts so far as these relate to the compliance of any statutory provisions/obligations. The Licensor shall have every right to examine all or any such records and seek its production for the purpose of inspection at any time. The licensee shall be responsible for maintaining records pertaining to payment of wages Act and also for depositing the PF contributions, if required, with authorities concerned.
31. The Licencee shall bind himself/his executors, administrators and shall indemnify and hold harmless the DTTDC, in respect of this Licence, including all of its claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against DTTDC or any of its members, officers, employees for reasons of or consequent upon any breach or default on the part of the licence in respect of violation of any of the provisions of Law/Act Rules or regulations having the force of a law or if any award of decision by any competent tribunal court or authority in respect of the workmen or any one employed/engaged by the Licencee/sub Licencee in connection with this Licence. Such indemnity bond has to be executed on a non-judicial stamp paper worth Rs 100/-. The cost of such stamp paper, and any documentation charges etc. shall be borne by the Licencee.
32. The Licencee shall be responsible for all the claims of his employees and the employees of the Licencee shall not make any claim whatsoever against the DTTDC.

33. DTTDC shall have absolute right to test, interview, otherwise assess or determine the quality of Licencee's employees/workers deployed in its premises with regard to capability etc. so as to ensure that such employees/workers are competent, qualified or otherwise suitable for efficiently and safely performing the work covered by the Licence. Any employee/worker rejected/not authorized by DTTDC shall not be employed by the Licensee.
34. The Licensee shall engage fully trained and adequately experienced staff, who are medically fit and free from any infectious diseases. The Licensee shall get his employees medically examined once in 6 months and obtain fitness/health certificates from the prescribed authorized local body as instructed by DTTDC or as per statutory requirements.
35. The Licensee shall obtain insurance policy of adequate value in respect of his workmen to be engaged for the work towards meeting the liability of compensation arising out of injury/disablement at work and also of the premises of the Cafeteria at Soft Adventure Park and the assets therein.
36. If at any time during performance of the Licence, the Licensee's employees are found to be guilty of misbehavior/misconduct with any member of the public visiting Soft Adventure Park or DTTDC's authorized representative, or to be incompetent or negligent in performing his/their duties or if in the opinion of the DTTDC, it is undesirable for such persons to be employed by the Licencee in the work at Soft Adventure Park, the Licencee, if so directed by DTTDC or his authorized representative shall forthwith remove such persons(s) from the work of DTTDC immediately.
37. The Licencee shall keep DTTDC indemnified and harmless from and against all personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the Licencee, whether committed, omitted or arising within or without the scope of the Licence, as the case be.
38. It shall be responsibility of licencee to get all the games, rides, equipments, buildings etc. at Soft Adventure Park insured against theft, fire, flood, terrorist act and natural calamities. A copy of the insurance cover shall be made available to DTTDC by Licencee.

39. The tenders will remain valid for a period of six months(180 days).
40. The quarterly license fee is to be deposited in advance by the 25<sup>th</sup> of every preceding quarter, failing which a penal interest on delay payment @ 12% per annum would be levied by DTDC besides right to terminate/ revoke the license.
41. The land would be given to the licensee for setting up and operation of the soft adventure games. All the expenditure on purchase of equipments and their operation would be the responsibility of the licensee.
42. The licensee has to ensure that all the games set up meet the safety precautions and are operated by the trained man power only.
43. The licensee would indemnify DTDC against any injury/loss/mishap happening to a customer at Soft Adventure Park. It would be responsibility of the licensee to pay compensation, if any, which may be claimed by any visitor/participant on account of mishap/loss/injury to them *while* participating in the soft adventure, games/camps.
44. All the expenditure on publicity and marketing of the soft adventure games would be the responsibility of the licensee. In all the publicity and marketing literature the name & Logo of DTDC is to be featured prominently.
45. The licensee is required to discuss with DTDC the type of games with detailed specifications to be put up at Soft Adventure Park before finalizing the games.
46. In order that repeat customers are generated for the Soft Adventure Park, the licensee would also be required to change the games from time to time in consultation with DTDC.
47. All the expenditure on running, operation, replacement and maintenance of the games would be the responsibility of-the licensee.
48. In case of any unforeseen circumstances and Govt. directive the licensee would be required to suspend the operation of soft adventure games at Sanjay Lake.
49. Use of polythene bags is strictly prohibited.

50. The licensee would be responsible for keeping a proper medical kit at soft adventure park in order to meet any medical emergency. In case of any serious mishap/injury, it would be the responsibility of the licensee to take the injured person to the nearest hospital at its own cost and meet all the costs of the hospitalization..
51. The persons engaged by the licensee for running and operation of various games should be properly trained and should be conversant with the First-Aid medication.
52. For high risk games, licensee has to get an indemnity certificate from the user indemnifying DTTDC and licensee against any loss/damage/injury caused to the user. These indemnity certificates would be kept in safe custody by the licensee atleast for a period of one month.
53. The licensee has to put up board at the venue of various soft adventure games in which precautions to be observed by the activity user are to be properly highlighted. The board should also indicate the risk factors of the games and person not eligible for these games due to medical reasons.
54. Any damage caused to the equipments by the user would be responsibility of the licensee and DTTDC would not be responsible in any way to make loss/damage caused to the equipments/activity by the users.
55. The commercially important persons of DTTDC and DDA would be allowed to avail of the games without any charges/fees.
56. The Logo and name of DTTDC and DDA must be prominently displayed at the site by licensee.
57. The Licensee will also be required to set up these games at any other venue, if required, by from time to time on mutually agreed terms..
58. Licensee would put up a board prominently indicating the charges for various games put up at Soft Adventure Park and the changes shall be decided in consultation with the DTTDC. The combo packages for various games may also be worked out by the licensee in consultation with DTTDC.

59. Entry of the park shall be regulated by the bidder at his cost and expenses and the bidder shall be allowed to charge an entry ticket not more than 10/- per person subject to the revision I consultation with DTTDC from time to time.
60. The suggested Soft Adventure Games are as follow :
- a. Inflatable Rock Climbing Wall
  - b. Rock Climbing (permanent),
  - c. Burma Bridge,
  - d. Monkey Bridge,
  - e. Spider Web,
  - f. Dismantable tented accommodation
  - h. Monkey crawling
  - g. Mountain biking
  - i. Paint ball
  - j. Archery
  - k. Rifle shooting
  - l. Pit Jump
  - m. Rappelling
  - n. Zorbing
  - o. Commando net
  - p. Cat walk
  - q. Flying Fox
  - r. Dirt Track
  - s. Day and overnight camping
  - t. Bungee Jumping

In addition to suggested Soft Adventure Games, the licensee is also allowed to operate water based games/boating in the lakes adjacent to the Soft Adventure Park.

The revenue earned from such games shall be equally shared between DTTDC and the Operator after payment to DDA 12½% of sales generated form the activities in the lake. This will be exclusive of the annual licence fee quoted by the bidders.

61. No permission for cutting of trees in the premises would be given. Licensee would be responsible for the upkeep and maintenance of all trees in the premises.
62. The licensee would be required to obtain all the statutory licences from the relevant authorities before starting operations. A photocopy of all such licences / permissions must be made available to licensor before start of operation.

## **Other Terms & Conditions**

Any bidder including his associates having failed to perform any contract, or having been terminated by DTTDC for breach of any agreement or having any dispute or litigation with DTTDC shall not be eligible to be considered for bidding process

### **A. Rejection of Bid{s}**

1. DTTDC reserves the right to reject any or all the bids relating to the work under this bid document without assigning any reason whatsoever. No communication from any of the bidder shall be entertained by DTTDC.

### **B. Licences personnel requirement**

1. The Licensee shall employ experienced supervisor/Manager to look after Soft Adventure Park. The supervisor should have adequate knowledge and working experience in this field. The supervisor should preferably be well conversant in English/Hindi and he shall be considered, as local representative of the Licensee and will be responsible for managing the services to the satisfaction of DTTDC.

### **C. Construction of License**

1. The license shall in all respects, be deemed to be and shall be construed and shall operate, as an Indian License as defined in the Indian Contract Act 1872 and ail payments there under shall be made in Rupees unless otherwise specified.

### **D. Timings**

As per the rules &. regulations of Govt.. of Delhi or as fixed by DTTDC.

### **E. Provision of stitched uniform by licensee**

All the workmen engaged by the Licensee shall be provided with uniforms at the cost of Licensee. The colour scheme of uniform will be separate for different categories of staff.

## **F. Materials**

Raw materials and foodstuffs provided by the Licencee shall be wholesome and of good quality. Storage of these items shall be done in such a way that freshness or hygienic value is preserved taking suitable care of vegetables and other perishable items.

Items like pulses, vegetables etc., which are not branded, should be of good quality and fresh. Licencee shall ensure supply of fresh vegetable and non-vegetarian materials on daily basis for same day consumption. Unused vegetables, which is found no longer to be fresh shall not be used. Such vegetables and unconsumed cooked foods shall also be promptly removed from the designated place of storage or usage. Licencee shall ensure and take full care that no perishable item beyond prescribed period are used/served. Sugar in the cube form should also be made available.

## **G. Conditions of work**

1. Work shall be carried out by the Licencee as per the conditions of the licence.
2. Cooking shall be done in the kitchen only provided by Materials used for preparation of food items shall be of the best quality and cooking shall conform to the best standards and hygiene.
4. The Licencee shall engage well-trained supervisors/cooks/bearers/room attendants/helpers and they shall be dressed in neat uniforms and soft-soled shoes. Licencee shall ensure that none of his employee's shall be on duty without proper uniform displaying identity card.
5. Efficiency, promptness, quality service, good behavior and politeness of the Licencee and his workmen along with catering for adequate quantity with acceptable quality while maintaining cleanliness are the essence of the licence.



6. The Licencee shall furnish the category wise details of his persons along with photograph for approval of DTTDC before they are brought into the Soft Adventure Park for providing various services. The Licensor or its authorized representative reserve the right to refuse admission to one or more of the Licencee's men, if their conduct or efficiency is found to be unacceptable. The decision of the DTTDC or its authorized representative in this matter shall be final. The Licencee shall provide identity cards, to his workers, which will be displayed by them on their uniform while on duty.
7. The Licencee shall ensure proper cleanliness of the area around Cafeteria,, pantry and kitchen, including regular sweeping/mopping of the floors with disinfectants, dusting of the furniture, walls etc., regular and quick disposal of vegetable peels, bones of fish/mutton/chicken leftovers and other garbage and papers etc. The Licencee would ensure that there are no rodents/Pest in the premises and ensure proper eradication by best of pest control methods. It shall be the responsibility of the licencee to dispose of the garbage at the nearest dustbin of MCD.
8. DTTDC will not be responsible for salaries/wages, etc. payable by Licencee to his employee and they shall not be treated as DTTDC's Employees. However, the Licencee shall ensure payment to its workman as per the Minimum Wages Act.
9. Licencee shall not undertake any alternation/addition in the premises provided by DTTDC without explicit approval of DTTDC
10. The licensee shall be responsible for safety and security .of all equipments, fittings, fixtures, gadgets, personal belongings of participants/ guests. Any loss / damage due to negligence on part of the Licensee shall recover/deducted from the security deposit of the licensee.

## **H. Inspection and testing by the DTTDC**

1. DTTDC shall be entitled at all times, at the risk of Licencee, to inspect and or/test by himself or through any of its representatives or an independent agency the premises held by the Licencee and raw materials, in process materials and food stuffs stored and served,

2. If any material, item or component intended to be used for the work is not found satisfactory by DTTDC, the Licencee shall remove such material forthwith from place of storage or usage. The decision of DTTDC or his authorized representative shall be final and binding.

## **I. Default deductions from licensees Security deposit**

1. The Licencee shall be liable to make good the loss or damage caused to Soft Adventure Park premises, equipment, furniture, fittings, fixtures, trees etc.
2. In case of instances like delay in service within the specified time, not serving or supplying any one of the stipulated/specified items, not serving food of acceptable quality, not rendering any other catering services, deploying inadequate manpower which is likely to result in incomplete performance/inefficient performance of the assigned tasks or for any omission or commission inconsistent with the terms and conditions of the licence, the Licencee shall be liable to pay an amount not exceeding Rs. 500/- as decided by the DTTDC for every such occurrence/instance.
3. Highest emphasis in terms of upkeep and cleanliness is to be given to the Soft Adventure Park area. For every instance of unauthorized entry or inadequacy in upkeep and cleanliness, the Licencee shall be liable to pay Rs. 200/- to DTTDC.

## **J. Service for special occasions etc.**

1. At any time during the existence of the licence, DTTDC reserves the right to utilize the services of the Licencee for any special events or otherwise, the Licencee shall arrange the same. The rates shall be mutually agreed upon in case of such special arrangements.

## **K. Specific terms and conditions**

1. In matters of dispute regarding the quality of services safety precautions, quality of food stuffs, raw materials & in-process food; utilization of the premises, cleanliness and of the facilities made available by DTTDC or any other matter related to these services, the decision of the DTTDC or its authorized representative shall be final and binding in addition to what has been mentioned in the eligibility criteria.

2. The Licencee shall give vacant possession of the premises and return all furniture, fixtures, equipment, and make good all the inventory items etc. in good condition after the licence period is over or if the licence is terminated in midcourse. Handing over the vacant possession of the premises and equipment etc. shall be effected within 15 days of the completion of the period of the licence or termination of the licence whichever is earlier. If the Licencee fails to do so, DTTDC will be free to take possession of the premises by opening lock (s) if necessary, and forfeiture of the security deposit.

## **L. Sponsorship**

The Licencee would be allowed to seek sponsorship for running various games. The sponsorship amount received by the Licencee is to be shared in the ratio of 20:80 between DTTDC and Licencee respectively besides quoted monthly licence fee.

## **M. Arbitration**

1. All disputes between the parties to the licence arising out of or in relation to the licence, other than those for which the decision of the DTTDC or any other person is by the licence expressed to be final conclusive, shall after written, notice by either party to the contract to the other party, be referred to sole Arbitration of the Managing Director & CEO of DTTDC or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will have no objection that the MD& CEO or the person nominated as Arbitrator and earlier in his official capacity to deal directly or indirectly with the matters to which the licence relates or that in the course of his duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this licence in the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the MD& CEO, DTTDC or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The arbitrator may from time to time, with the consent of both the parties to the licence, enlarge the time for making the award, Work under the licence shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the licence is issued or such other place as the Arbitrator at his discretion may determine.

## Prescribed Proforma for Financial Offer

To,

**The Managing Director & CEO,**

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

**Sub:- Application for grant of licence for setting up,  
Management and operation of Soft Adventure Park at  
Sanjay Lake**

Sir,

I/We/, am/are now pleased to enclose my/our financial offer for your kind consideration.

I/we hereby declare that I/we understand that :-

- i) The submission of the offer does not guarantee acceptance of tender.
- ii) In the eventuality of our offer being accepted, we will deposit the following :-
  - a) Rs. 2.64 lakhs per annum {payable by DTTDC to DDA} as revised from time to time.
  - b) Six months quoted licence fee of first year as interest free security deposit
  - c) Three months quoted monthly licence fee as quarterly advance payment.
- iii) The term of the licence will be for a period of 13 years only.

Monthly licence fee for first three years:

In figures :-

In words :-

The monthly license fee would increase by 25% over the last monthly license fee after every 3 years. The monthly licensee fee will be payable from the fee commencement date i.e after six month from effective date or the date of start of commercial operation which ever is earlier.

The service tax as applicable would be over and above the monthly licence fee. Any new taxes levied would also be over and above the monthly licence fee. Other eligible payments due as per documents will be separately paid

The postal address given here below is the postal/communication address in which all the message/documents may be addressed/sent to us.

Thanking you.

Yours faithfully,

(Signature)

Name .....  
Address .....  
Company .. .....  
Telephone & Fax no .....  
Mobile No. ....

**To be filled up by the Applicant**  
**Delhi Tourism & Transportation Development Corporation**  
**(Adventure Division)**

Application form for grant of licence for setting up, management and operation of Soft Adventure Park at Sanjay Lake

1. Name of the Bidder
2. Address
3. Telephone No.(s)
4. E. Mail
5. Fax No.
6. Type of Bidder

Multinational

- ❖ Partnership
- ❖ Ltd. Company
- ❖ Proprietership
- ❖ Franchisee
- ❖ Other (Please specify)

7. Contact Executive(s)
  - ❖ Name (Office)
  - ❖ designation (Residence)
  - ❖ Telephone No(s) (Mobile)
8. Name of the Promoter/Proprietor
9. Parent Company, if any
  - Please attach document(s)

10. Safety control measures in force at your present location
11. Measures being taken for maintenance of hygiene and safety standards at your existing Operation.
12. Any arrangements with
  - (a) {Soft Drink)  
(National or International Co. (aerated beverages)  
(Please attach photocopy
  - (b) Food Chain
  - (c) Publicity/P.R. Companies
  - (d) National/International Co.
  - (e) Date of signing of agreement
13. Date of establishment of the applicant business
14. Whether Income Tax Payee/ if so, Income TAX Authority with whom assessed and the PAN No ..... Yes/No
15. Service Tax Registration/VAT Certificate, details (Please attach a copy) 5.T. No. Tin No.
16. Name of bankers with A/c No. Including details of credit Worthiness/credit limit
17. Any other information
18. DDAU dated ... of Rs. 1050/- (inclusive of VAT) in case tender document is down loaded for the website)

**I/We, hereby declare that :**

- a. I/We have read and understood the system of Licence.
- b. I/We have read and understood the terms & conditions governing the Licence; and
- c. I/We agree to be bound by the same
- d. That I/We understand that in case of any of the above information is found to be false or incorrect, DTTDC may reject the application, cancel the agreement if granted at any time, without giving any notice.

**I/We, hereby understand that :**

- a. The mere submission of the tender does not guarantee the acceptance of offer
- b. We are submitting financial offer in a separate sealed envelope.

The address given below is our permanent postal/communication address in which all the messages/documents, which may be addressed/sent to us

Signature .....  
Name .....  
Address .....  
.....  
Company .....  
.....  
Telephone no. ....  
Mobile no.. .....  
Fax no. ....  
E.mail no. ....

Dated :  
Place :



## Annexure – I

### Evaluation Criteria

The Technical Bids shall be evaluated in accordance with the information submitted by the bidder in enclosed formats in this section.

SNo	Criteria	Marks (out of 50)
	<p><b>Experience</b></p> <p>The bidder experience must be well established in the business of activity based projects/camping site/Amusement Park</p> <p>Between 3 to 5 years      10 marks            Between 5 to 7 years      15 marks            Above 7 years              20 marks</p>	20
	<p>Number of Amusement Park adventure parks/games based projects/camping site being run by the bidders</p> <p>One Amusement Park/ adventure park/games based project camping site                              10 marks</p> <p>Between 2 to 3 Parks      15 marks            Above 3 Parks              20 marks</p>	20
	<p><b>Suitability and experience of the Key personnel for the assignment</b></p> <p>Commitment of at least four named personnel /consultants with relevant qualification and experience for this project. Provide complete resume of all giving current job title, experience in years, current job responsibilities, skill set, educational background etc.</p>	10

Evidence in the form of supporting documents of all the above points should be submitted along with the Technical Tender.

Bidders scoring 25 marks or above will become eligible for opening of financial bid.

**Total :      50 marks**

**SPECIMEN OF LICENSE AGREEMENT PROPOSED TO BE SIGNED WITH THE  
SUCCESSFUL BIDDER AFTER COMPLETION  
OF THE TENDERING PROCESS**

The present License Agreement is being executed on this \_\_\_\_ day of \_\_\_\_\_, 2014 in New Delhi by and between:-

Delhi Tourism & Transportation Development Corporation (DTTDC), a government undertaking having its registered office at 18-A, DDA SCO Complex, Defence Colony, New Delhi being represented through \_\_\_\_\_ authorized signatory of DTTDC who has been duly authorised by the company vide board resolution dated \_\_\_\_\_ to sign the present agreement. The company is hereinafter referred to as **“Licensor” “First Party”**

**AND**

\_\_\_\_\_ a Prop Firm/Partnership/Company having its registered office at \_\_\_\_\_ being represented through \_\_\_\_\_ S/o\_\_\_\_\_ who has been duly authorised by the Prop Firm/Partnership/Company vide board resolution dated \_\_\_\_\_ to sign the present agreement. The Prop Firm/Partnership/Company is hereinafter referred to as **“Licensee” “Second Party”**

***Wherein the Licensor and Licensee are individually referred to as “Party “ jointly referred to as “Parties” and the expression “Licensor” and “Licensee”, shall mean and include their respective heirs, successors, representatives, nominees, assigns, administrators, executors, transferee(s), beneficiary(ies), legatee(s) etc.***

**WHEREAS**

1. The Licensor has represented that it is in possession of the entire land of around \_\_\_\_ at Sanjay Lake, Mayur Vihar area from DDA over License Fee and revenue sharing basis.

2. The Licensor was allotted the entire land at Sanjay lake for development and running up of a Soft Adventure Park for a period of 20 years. The Licensors board had decided to run the Soft Adventure Park by appointing a Licensee.
3. The Licensor has got the requisite permission from Delhi Development Authority in place to allow the Licensee to run the said Soft Adventure Park on a revenue sharing basis.
4. The Licensor with a view to select the said Operator for running a Soft Adventure Park had invited proposals for the selection of a Operator through the competitive route for the operation of the Project from bidders, by issuing the Request for Proposal ("**RFP**") document dated \_\_\_\_\_ 2014 containing inter-alia the minimum qualification for a bidder and the technical and commercial parameters of the Project and the terms and conditions for the implementation of the Project.
5. The Licensor on evaluation of the submitted proposals, accepted the proposal of the Consortium/company/ society/ partnership firm and issued Award Letter dated \_\_\_\_\_ to the Consortium/company/ society/ partnership firm specifying interalia the obligation of the Parties

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as set out below:

## **1. ARTICLE I: DEFINITION & INTERPRETATION**

### **1.1. DEFINITION**

The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;

**“Accounting Year”** means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

**“Agreement”** means this agreement, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

**“Agreement Date”** means the date of execution of this Agreement;

**“Applicable Laws”** means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

**“Applicable Permits”** means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the Operator under Applicable Laws during the subsistence of this Agreement;

**“Approvals”** means all approvals, permissions, authorisations, consents and notifications from any Governmental Authority, regulatory or departmental authority including, but not limited to the approvals of the Delhi Tourism and Transportation Development Corporation, Government of National Capital Territory of Delhi and any other regulatory authority, as may be applicable.

**“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

**“Bid”** means the documents in their entirety comprised in the bid submitted by the Operator in response to the RFP in accordance with the provisions thereof;

**“Bid Documents”** means the RFP and the Agreement including its schedules;

**“Business Day”** means a day on which banks are generally open for business in the city of Delhi in India;

**“Clearance”** means, as on the date of execution of this Agreement, any consents, licences, approvals, permits, exemptions, registrations, filings or other authorisations of whatever nature, which is necessary for effective implementation of the Project;

**“Competent Authority”** means any agency, authority, department, ministry, public or statutory Person of the Government of National Capital Territory of Delhi or Government of India, or any local authority, or any other sub-division thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the Operator under or pursuant to this Concession;

**“Completion Certificate”** means the certificate to be issued by DTTDC to the Operator upon the completion of setting up of soft adventure park.

**“Completion Period”** means the period from Effective Date till the Commercial Operations Date as per provisions of Article after which commercial operations must start;

**“Effective Date”** means the date on which possession to the Project Facility is provided to the Operator, as a licensee, with leave and license rights in respect of the Project Facility

**“Encumbrances”** means, in relation to the Project Facilities, any

encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.

**“Fee Commencement Date”** shall mean the date which is after six months from Effective Date or Date of start of commercial operation which ever is earlier.

**“Financial Commitment”** means the legally binding undertaking of the Operator to mobilize the financial requirements of the project, for ensuring the completion of the project;

**“Financial Year”** shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.

**“Force Majeure”** or **“Force Majeure Event”** shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.;

**“Parties”** means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;

**“Project”** shall mean and include the setting up, management & operation of soft adventure park at Sanjay lake, Mayur Vihar

**“Licensee Fee”** shall mean and include all such charges detailed and described in clause 3 of the agreement.

**“Termination”** means the expiry of the Agreement Period or termination of

this Agreement;

**“Termination Notice”** means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

## 1.2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

1. the headings in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement;
2. words importing the singular include the plural and vice versa;
3. words importing “it” or a gender include any gender;
4. a reference to a Article, clause, party, schedule or exhibit is a reference to a part and clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule;
5. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute
6. a reference to a document includes any written amendment or supplement to, or replacement or novation of, that document;
7. a reference to a party to any document includes that party's successors and permitted assigns;
8. reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in India;
9. Any express statement of a right of a party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law.

Recitals to this Agreement are a part of this Agreement and binding on both

the Parties.

## **2. ARTICLE II : SCOPE OF THE PRESENT AGREEMENT**

- 2.1. The parties to the present agreement clarifies that the present agreement is limited to the License for setting up a Soft Adventure Park at Sanjay Lake, Mayur Vihar. The present agreement in no manner shall constitute, create or give any right to the Licensee in any of the portions of the property, structures, appurtenance thereon or create any formal business relationship amongst the parties apart from that of a Licensor and Licensee.
- 2.2. It is further clarified that except for right to the use of Licensed Premises as outlined in this Agreement nothing in this Agreement shall constitute or be construed as the acquisition of any ownership interest or assignment of the title, or legal or moral right by Licensee to the Licensed Premises.

## **3. ARTICLE III : TERMS AND CONDITIONS OF LICENSE**

### **3.1. LICENSED PREMISES**

- a. The licensed premises in the said license shall mean and include all such facilities being defined herein under in accordance with the Request For Proposal being floated by the Licensor and shall include the entire area being defined in the RFP
- b. The Licensee shall at all times shall be obligated to maintain the licensed premises in operational condition and shall be required to provide services which shall be of excellent quality at par with industry standards. The Licensee shall at all times keep the Licensed Premises and services provided therein and shall be bound to make available the complete services as per the requirements/directives of the Licensor/its authorised representatives.



#### **4. ARTICLE IV : PREREQUISITES TO GRANT OF LICENSE**

- 4.1. The licensee hereby states and undertakes to have inspected the entire Licensed Premises on offer in the Request For Proposal. The Licensee hereby submits that after having duly inspected the said premises, the Licensee has accepted the premises on "As is Where is Basis".
- 4.2. The Licensee hereby understands that the prerequisite for implementation of the present License agreement and essential to the present contract would be to carry out the entire Fitting and make the Soft Adventure Park Operational by providing all the services being listed in the Request for Proposal.
- 4.3. The Licensee hereby agrees that within a period of Six Months i.e. by \_\_\_\_\_ from the Effective Date of the agreement, the Licensee shall make the entire Soft Adventure Park Operational.
- 4.4. The Licensor hereby undertakes not to charge any License Fee to the Licensor until the Fee Commencement Date. However if the Licensee is not able to make the Soft Adventure Park operational till the Fee Commencement Date he shall be liable to pay a further penalty of Rs 5000/- per day apart from the License Fee.
- 4.5. The Licensee hereby unconditionally accepts that the present License in case the Soft Adventure Park is not made Operational before or on the Fee Commencement Date could be terminated by Licensor at his own will. The Licensor shall be free to charge the Licensee Fee and Penalty @5000 Per Day from Fee Commencement Date in the moratorium period which it may grant to the Licensee or may choose to terminate the present Licensee Agreement. The Licensee hereby unconditionally accepts to be bound by the decision of Licensor.

#### **5. ARTICLE V : LICENSE FEE**

The Licensee agrees and at all times during the pendency of the agreement from the till the possession of the said project and site remains with the Licensee shall be bound to pay the following fee and charges which shall collectively be referred to as “**Licensee Fee**”

**5.1. MONTHLY LICENSEE FEE**

- a. The Licensee shall make a payment of Rs \_\_\_\_\_ per month towards Monthly License Fee from the Fee Commencement Date.
- b. The said Monthly Licensee Fee shall be paid in advance every quarter by the 25<sup>th</sup> of each preceding quarter failing which penalty @ 12% would be levied on Licensee.
- c. The said Monthly Licensee Fee shall be increased by 25% after every three years from Effective Date.

**5.2. ANNUAL LICENSEE FEE**

- a. The Licensee shall be further making a payment of Rs. 2,64,000/- (Rupees Two Lakhs Sixty Four Thousand Only) per annum towards Annual License Fee as revised from time to time.
- b. The Annual License Fee shall be payable in advance of each year by 7<sup>th</sup> of Month in which the Annual License Fee becomes due.
- c. The Annual License Fee shall be increased by 20% from the date such increase is due for revision and payable to DDA .

**5.3. REVENUE SHARING**

- a. The Licensee shall apart from all the fees and charges prescribed above in clause 5 shall be bound and agree to pay as under towards the Licensee Fee
  - i. 12 ½ % of total sales generated from water based activities to Licensor on account of payment to Delhi Development Authority.
  - ii. 50% of the total Revenue collected from the sales generated from lake activities to Licensor.

- 5.4. Apart from all such License Fee the Licensee undertakes to pay all such statutory taxes, municipal taxes, property tax, levies, fees, duties, charges including Luxury Tax, Central Tax, Service Tax, VAT, Sales Tax, Municipal and all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Licensed Premises
- 5.5. The Licensee undertakes to pay all the electricity charges and water charges which shall be payable by the Licensee directly to the concerned agencies. In event of any default being committed by Licensee in making such payment of any such taxes, fee or charges and the Licensor being forced to make such payment, the Licensee shall make such payments to Licensor along with penal interest @12% per annum till the date of making such payment to Licensor by Licensee.
- 5.6. The Licensee shall make all payment in Indian Currency by Crossed "Account Payee" Cheque/Demand Draft in favour of Delhi Tourism & Transport Development Corporation Limited"

## **6. ARTICLE VI : TERMS, TERMINATION & CONSEQUENCES**

### **6.1. TERM**

- a. The License shall be effective from the Effective Date as defined above and shall allow the Licensee to use of Licensed Premises for a term of 13 years beginning from Effective Date. In order to avoid any confusion the License shall stand terminated on \_\_\_\_\_.
- b. The parties expressly agree that their shall be no renewal to the said agreement

### **6.2. TERMINATION**

- a. The agreement shall stand terminated on \_\_\_\_\_the day the present agreement ends.
- b. The Agreement can be terminated by the Licensor immediately with notice of 30 days if Licensee breaches any term of the Agreement, including, without limitation, breaching the scope of the license granted or obligations under this Agreement or the Licensor believes that the Licensee is incapacitated or reluctant to perform or run properly the services in Licensed Premises.
- c. The parties may terminate the present Agreement by sending written intimation to the Licensor of such termination giving at minimum a six month notice.

### 6.3. **CONSEQUENCES OF TERMINATION**

- a. The parties agree that in any given scenario as specified in clause 6.2 The Licensee shall have no right to claim refund of license fee.
- b. The Licensor in case of termination of license as specified in clause 6.2 shall immediately take over the entire premises along with entire fittings, fixtures, equipments at the Licensed Premises.
- c. The Licensee shall in such scenario have no claims whatsoever against the Licensor
- d. The Licensee on failure to vacate premises in event of termination in accordance with clause 6.2 shall be deemed a trespasser and will be liable to pay damages @2000/- per day apart from License Fee.

## 7. **ARTICLE VII : SPECIFIC TERMS & OBLIGATIONS**

7.1. The licensor obligation under the agreement shall be as stated below:-

- a. The Licensee shall be obligated to procure all such license which may include but not be limited to statutory licenses of

local bodies, health authorities, police etc. The Licensor shall provide its "No Objection Certificate" for procuring and maintaining such Licenses only on Demand or written permission being sought by Licensee from the Licensor.

- b. The Licensor undertakes to issue such No Objection Certificate as and when demanded by Licensee within reasonable time.
- c. The Licensor may deny or withdraw such "No Objection Certificate" if the Licensee fails to honour its part of obligation under the License Agreement.
- d. The Licensor shall hand over the entire Licensed Premises on "as is where is basis to the License" on or before Effective Date as may be decided by the parties.

7.2. The Licensee in terms of being awarded the present Licensee in terms of License Agreement shall be bound and shall have following obligations as under:-

- a. The licensee undertakes to ensure that all persons employed by the Licensee shall at all times and for all purposes shall be employees of the Licensee directly engaged by the Licensee, who alone shall be liable and responsible for payments of all kinds of wages, salaries, remunerations and other benefits etc. to them without claim or reimbursement from DTTDC.
- b. The Licensee undertakes to ensure that the character antecedents of such personnel deployed by it for work shall be duly verified before hand by the police authorities and shall produce such police verification on demand by Licensor.
- c. The Licensee undertakes to ensure and comply with all safety provisions as per industry standards. The Licensee shall ensure and educate all his staff/workers of the safety procedures. The Licensee undertakes to keep the Licensor indemnified against any such breach or neglect on part of Licensee.

- d. The Licensee undertakes not to employ any men or women below the age of 18 years.
- e. The Licensee hereby agrees that, it shall be the sole duty of Licensee to procure/get sanction of any additional electricity load, water connection, gas connection etc. from relevant agencies. The Licensor shall give "No Objection Certificate" in terms of clause 7.1. of the present License Agreement. The Licensee shall be solely responsible for making any payment on this account. The Licensee undertakes not to claim any reimbursement from the Licensor.
- f. The Licensee hereby agrees that it shall be the sole responsibility of the Licensee to procure any gas connections which is may require. The Licensee undertakes to procure any sanction/clearance which it may require from Civic Bodies, Fire Department etc. The Licensor shall be obligated to issue any "No Objection Certificate" which may be required in accordance with clause 7.1. of the present agreement.
- g. The Licensee hereby acknowledges and undertakes not to impair, limit or transgress over any rights of the Licensor in the Licensed Premises. The Licensee acknowledges that the Licensor shall have all rights and control over the Licensed Premises. The Licensee shall be bound to provide any inspection along with right to inspect the cafeteria to the Licensor or its Authorised Representative.
- h. The Licensee hereby undertakes not to carry out any material addition or alteration in the Licensed Premises, so as to bring any structural changes therein with or without any damage there to. However the Licensee shall be entitled to carry out necessary repairs and or renovations to the existing premises in the Licensed Premises with prior written approval of the Licensor, at its own cost and expenditures. The Licensee hereby undertakes not to claim

any such expenditure which it may entail directly or indirectly from Licensor.

- i. The Licensee shall be entitled to set up temporary structures at its own cost for operational purposes with prior written permission of the Licensor. The Licensee hereby undertakes not to claim any such expenditure which it may entail directly or indirectly from Licensor.
- j. The Licensee shall not store any goods not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods/material which on account of their weight or nature may cause damage to the licensed premises. The Licensee in event of any such damage being caused due to such event shall keep:-
  - i. The Licensor indemnified from any claims of whatsoever nature arising due to such acts of Licensee.
  - ii. The Licensee shall be responsible for all damages arising due to the same to the Licensor property and undertakes to repair/bear all cost to repair the said damages.
- k. The Licensee shall observe and abide and comply with all the laws, bye rules and regulations of the labour, Prevention of Food Adulteration Act, or provisions of all the laws including the rules and regulations of any local authority in force from time which may be made applicable to the business which the licensee is allowed to carry out under the Licensee. The Licensee undertakes and agrees to keep the Licensor indemnified against any claim of whatsoever nature arising out of the violation of said laws.
- l. The Licensee agrees and acknowledges that the premises for which License is being granted over Licensed Premises is a public premises within the meaning of Public Premises (Eviction of

Unauthorised Occupants) Act, 1971 or such acts as may be in force from time to time on this behalf.

- m. The Licensee agrees and undertakes not to let, sub-let, encumber, mortgage, assign or transfer any of their rights and interest emanating from the present agreement or part with possession of Licensed Premises or any part thereof of the Licensed Premises for sharing therein to any person directly or indirectly. However the licensee may with prior written approval of Licensor may enter into arrangement to hire/take expertise from outside parties recognized/famous for operations/specialty cuisines.
- n. The Licensee agrees and undertakes to be bound to hand over vacant and peaceful possession of the Licensed Premises along with all the lands, buildings, fittings and fixtures to the Licensor on expiry, revocation, termination of the License. If the Licensee fails to handover the peaceful and vacant possession of the Licensed Premises on expiry of termination/revocation of the License, the Licensor has a right to charge damages for illegal use and occupation of the premises @ 2000/- per day till such time the premises is vacated by the Licensee apart from the License Fee which shall be paid and calculated till the date actual physical possession is handed over by the Licensee to Licensor.
- o. The Licensee shall at all times undertake, agrees and acknowledges to provide contact details and update them as and when there are any changes to them.
- p. The Licensee undertakes and agrees to follow/ the colour scheme and design for various hoardings/display boards as approved by DTDC.
- q. The Licensee undertakes and agrees to prominently put the logo of Licensor on any publicity material or additional directional



Boards, signage's, websites etc which shall be published or made at the Cost of Licensee.

**8. ARTICLE VIII : UNDERTAKINGS BY LICENSEE**

- 8.1. The licensee hereby unequivocally and unconditionally undertakes to do the following acts. The Licensee shall keep the Licensor indemnified against any losses, damages, cost or risk both pecuniary and non pecuniary arising out of the said acts stated below which the Licensee undertakes to keep the Licensor Indemnified against against any claims arising due to the same including but not limited to PF, Bonus, Workmen Compensation, ESI, C.L (R&A) Act, Migrant Labour Act, Essential Commodities Act, Food Adulteration Act and/or such other Act or Laws, regulations passed by Central, State, Municipal and Local Government Agency or any similar claims of similar nature.
- 8.2. The Licensee undertakes to comply with all rules and regulations in respect to labour laws & Statutory Requirements as stated in Request for Proposal and shall be solely responsible to comply with the same. The Licensee shall not make any claim whatsoever against the Licensor.
- 8.3. The Licensee hereby undertakes and acknowledges that the licensor shall have full rights to :-
  - a. Test, Interview, otherwise assess or determine the quality of Licensee employees/workers deputed in its premises. The Licensee shall be bound to expel any workmen/employee if being directed so by Licensor.
  - b. The Licensee shall engage fully trained and adequately experienced staff, who are medically fit and free from any infectious diseases. The Licensee shall get the medical examination of his employee once every 6 months and submit the said test report to Licensor from authorised local body or from body as may be directed by Licensor.

- c. The Licensee undertakes to obtain Insurance policy of adequate value in respect of his workmen for the work towards meeting liability for any compensation which may arise under Workmen Compensation Act. The Licensee shall be bound to provide a copy of such policy on demand by Licensor.
- 8.4. The Licensee undertakes to keep the licensor indemnified against all or any personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the Licensee whether committed, omitted or arising within or without the scope of License Agreement.
- 8.5. The Licensee undertakes to maintain and regulate the quality of all games, rides, equipments, buildings etc. at Soft Adventure Park and get the same insured against theft, fire, flood, terrorist act and natural calamities. The Licensee shall be bound to provide a copy of such Insurance to the Licensor and subsequently upon each renewal of such policy.
- 8.6. The Licensee undertakes to bear all such expenses which are necessary for operationalizing the Soft Adventure Park in terms of Request For Proposal & Licensee Proposal. The Licensee undertakes that Licensee shall not claim any damages, cost or expenditure from the Licensor for such cost, expenses associated with the present License Agreement which is to be executed in accordance with the Request For Proposal and Subsequent response of License to such proposal.
- 8.7. The Licensee undertakes to take permission of Licensor before introducing any new game, ride or concept in Soft Adventure Park and shall also undertake to keep on upgrading, improving or adding such new game, rides or concept in Soft Adventure Park which is necessary to maintain and increase the foot fall in Soft Adventure Park.

- 8.8. The Licensee undertakes to keep the Licensor indemnified and harmless against any claims, damages arising due to any damage to property, human life in case of safety mechanism relating to ride, games or concepts in Soft Adventure Park is not followed. However to avert any such tragedy or catering to such emergency situations the Licensee shall always keep a proper medical kit to provide first aid and mechanism to rush the injured person to the nearest hospital at the earliest.
- 8.9. The Licensee shall undertake to train it staff in providing first aid to the injured who shall be conversant with First Aid medication.
- 8.10. The Licensee undertakes to get indemnity certificate from users indemnifying DTTDC and Licensee against any loss/damage/injury caused to user for using such high risk rides. The Indemnity Certificate shall be properly documented and kept in safe custody of Licensee to be produced as and when demanded by Licensor.
- 8.11. The Licensee undertakes not to charge any person who is so directed by Licensor to Licensee.
- 8.12. The Licensee at all times undertakes to prominently display a board detailing the charges of various games put up at Soft Adventure Park which shall be jointly decided by Parties.
- 8.13. The Licensee shall regulate the entry into the Park at its own cost and expenses. The Licensee may allow entry into Soft Adventure Park on ticketing basis which may not be priced above Rs 10/- Per Person subject to revision in joint consultation between the Parties.
- 8.14. The Licensee undertakes not to cut any trees in the premises and shall be liable for upkeep and maintenance of all such trees in the Licensed Premises.
- 8.15. The Licensee undertakes to maintain all statutory licenses and approvals which may be required to open or operate any of the rides, games or concepts in the Soft Adventure Park at its own cost and

expenses and shall be duty bound to maintain the same. The Licensee undertakes that he shall not opertanilize any ride, game or concept in Soft Adventure Park without authorisation and sanction which may be required and shall immediately on obtaining the same submit a copy thereof with the Licensor. However the Licensee shall keep the Licensor indemnified against any claim, damage arising due to negligence or breach of statutory condition by Licensee.

## **9. ARTICLE IX : JURISDICTION AND GOVERNING LAW**

### **9.1. ARBITRATION**

In the event a dispute, difference or claim arises out of or in connection with the validity, interpretation and implementation of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations that shall be reduced to writing. In the event that such consultations do not resolve the matter within 30 calendar days, then all disputes differences or claims arising out of or in connection with this Agreement including, without limitation, any question regarding its existence, validity, construction, performance, termination or alleged violation shall be resolved by a binding arbitration process under the applicable Arbitration Laws of Republic of India, and the seat of arbitration shall be New Delhi, India and the proceedings shall be conducted in English language. The parties hereby agree that the Managing Director of Licensor shall have the right to appoint an Arbitrator, who shall be appointed upon receipt of any notice in the prescribed format being served upon Licensor by Licensee.

### **9.2. JURISDICTION AND GOVERNING LAW**

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and

in case of dispute the courts of National Capital Territory of Delhi shall have exclusive jurisdiction.

## **10. ARTICLE X : MISCELLANEOUS PROVISIONS**

### **10.1. BINDING PROVISION**

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

10.2. **ASSIGNMENT**

Except as provided in this Agreement, this Agreement shall be binding on and shall inure for the benefit of each Party's successors. Either Party may assign its rights under this Agreement, in favor of any Affiliate.

10.3. **NO PARTNERSHIP**

Nothing contained in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties unless otherwise specifically provided herein.

10.4. **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between the Parties.

10.5. **WAIVER**

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

10.6. **NOTICES**

*All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or five (5) calendar days after being dispatched by courier or ten (10) calendar days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to*

*such Party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.*

In the case of notice given to:

(a) **LICENSOR**

Attention: [●]

Tel: [●]

E-mail Id

Facsimile number: [●]

(b) **LICENSEE**

Attention: [●]

Tel: [●]

Facsimile number: [●]

E-mail Id

**10.7. PRIVACY OF CONTRACT**

Only a Party may enforce terms of this Agreement.

**10.8. SEVERABILITY**

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

**10.9. REMEDIES**

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law. The election of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

**10.10. CAPTIONS**

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

**10.11. GENERAL**

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE WRITTEN HEREIN BELOW ON WHICH EITHER PARTY HAS EXECUTED THIS AGREEMENT.

Signed and Delivered by

**Mr.** \_\_\_\_\_

**S/o** \_\_\_\_\_

**R/o** \_\_\_\_\_

\_\_\_\_\_

on behalf of Licensor

\_\_\_\_\_

Signed and Delivered by

**Mr** \_\_\_\_\_

**S/o** \_\_\_\_\_

**R/o** \_\_\_\_\_

\_\_\_\_\_

on behalf of Licensee

\_\_\_\_\_

**WITNESSES:**

1.

2.



