



Delhi Tourism

**e-Tender
for**

**Operation and Maintenance of R. K. Puram Coffee Home,
opp. Hyatt Regency, Palika Bhawan,
R. K. Puram, Sector 13,
New Delhi – 110023.**

**Delhi Tourism & Transportation Development Corporation Ltd
(DTTDC)**

**18-A, DDA SCO Complex, Defence Colony,
New Delhi – 110024**

Telephone Nos: 011- 24618026, 24647005, Fax : 011-24697352

E-mail: . edpho@delhitourism.gov.in

Website: www.delhitourism.gov.in



Delhi Tourism & Tpt. Dev. Corpn Ltd.

18-A, D.D.A. SCO Complex, Defence Colony,
New Delhi 110024.

Notice Inviting e-Tenders

E-tenders are invited for “**Operation & maintenance of R. K. Puram Coffee Home, opp. Hyatt Regency, Palika Bhawan, R. K. Puram, Sector 13, New Delhi – 110023**” as mentioned in the tender for a period of Ten years only.

The NIT has been uploaded and is available along with terms and conditions at <https://govtprocurement.delhi.gov.in>.

IMPORTANT DATES

Date of Publication of Tender	06.01.2015
Last date of download of tender	05.02.2015 up to 12.00 Noon.
Pre – bid meeting	On 12.01.2015 at 3.00 pm in the O/o General Manager, DTTDC Ltd., 18-A, D.D.A. Shopping Cum Office Complex, Defence Colony, New Delhi-110024
Last Date and Time of Bid Submission	05.02.2015 up to 3.00 pm.
Technical Bid Opening Date and Time	05.02.2015 up to 4.00 pm.
Financial Bid Opening Date and Time	To be intimated.

Instructions to Bidders

1. The Bidders shall read all the instructions, terms & conditions etc. contained in the Bid documents very carefully, before quoting the rates.
2. The tender documents may be downloaded from this office website govtprocurement.delhi.gov.in
3. After submission of the bid the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
4. While submitting the revised bid, bidder can revise the rate any number of times but before last time and date of submission of bid as notified.
5. The bidders shall quote his rates keeping in mind the specifications, terms & conditions etc.
6. The Firms of Sole Proprietor / JV / Partnership Firm / Consortium are eligible to participate in the tender process. The member of JV / Partnership Firm/ Consortium who is having share of more than 26% in said JV / Partnership Firm/ Consortium shall only be considered for eligibility criteria. The Bidder, to qualify for award of contract shall submit a written Power of Attorney authorizing the signatories of the bid to participate in the Bid.
7. Bidders not registered on the website mentioned above are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
8. The intending bidder must have valid class-III digital signature to submit the bid
9. On opening date, the bidder can login and see the bid opening process.

10. Bidder can upload documents in the form of JPG format and PDF format. Physical Copy of Bid together with the EMD should also be submitted in the office of General Manager, DTTDC, 18 A DDA Shopping cum office complex, Defence Colony, New Delhi on the Bid Due date.
11. For submission of the Physical copy of the Bid Three separate Envelopes should be made. In one envelope only the Earnest Money should be kept & sealed, which shall be super scribed as "Earnest Money". In the second Envelope Only the Financial Bid be kept & sealed and super scribed as "Financial Bid". In the third envelope physical copy of all other documents in original be kept & sealed, which shall be super scribed as "Technical Bid The Name & Address of the Bidders should be mentioned on each of envelopes alongwith the Tender details. All the three Envelopes be then sealed in one Envelope stating thereon "Tender for Operation & Maintenance of R. K. Puram Coffee Home"
12. Bidder must ensure to quote rates very carefully in the specified column.
13. Therefore, if the specified column is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

List of Documents to be submitted on line

Following documents must be submitted online on <http://govt.procurement.delhi.gov.in>

1. Bid Security in favour of Delhi Tourism and Transportation Development Corporation Ltd. in form of Demand Draft.
2. Power of Attorney for signing of Bid in the prescribed format (Appendix – IV);
3. If applicable, the Power of Attorney for the Lead Member of Consortium in the prescribed format (Appendix-V);
4. Certified copy of the Joint Bidding Agreement, in case of a Consortium, in the format at Appendix – VII;
5. PAN card;
6. Income Tax Returns for last 5 (Five) years;
7. Letter Comprising the Bid in the prescribed format (Appendix – I) along with Annexes and supporting Documents;
8. Service Tax Registration Certificate;
9. Sales Tax/ VAT Registration Certificate;
10. Other Applicable Certificates with respect to operation of Eligible Projects such as food license, shops and establishment certificate etc.;
11. Proof of operation of eligible projects being claimed by the bidder.

12. Bidder must disclose or submit separate undertakings for all below items:-
- (i) Whether proprietor/partner/company/agency is defaulter with DTTDC/and/ or with any other Corporation of Delhi Government/Central Government? Undertaking by bidder of not being defaulter?
 - (ii) Whether any show cause notice has been issued to such agency/ Corporation pertaining to any dispute and its status at the time of submitting RFP? Undertaking by bidder of not being defaulter?
 - (iii) List of project earlier taken by the Proprietor/ or in pool/ Corporation with DTTDC and any other related organization of the Government?

Note :

Non disclosure of information and withholding of such information shall amount to disqualification in participation in the bidding process of the DTTDC.

INTEGRITY PACT DTDC

To,

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

Sub: NIT No **for the work**

Dear Sir,

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

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

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

Yours faithfully

**General Manager
DTDC, New Delhi.**

Integrity Pact

The General Manager,

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

Sub: Submission of Tender for the work of

.....

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

Integrity Pact

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

Integrity Agreement

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

Between

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

And

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

through {hereinafter
referred to as the {Details of duly authorized signatory}}

"Bidder/Tenderer " and which expression shall unless repugnant to the
meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.
.....) (hereinafter referred to as **"Tender/Bid"**) and
intends to award, under laid down organizational procedure, contract
for.....
..... (Name of work) hereinafter referred to as the
"Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

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

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

WITNESSES:

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

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

Place:

Dated:

Guidelines and general Conditions

1 Pre-Proposal Meeting

1.1 Pre bid conference of the bidders shall be convened on 12.02.2015 at 3.00 pm in O/o General Manager, Delhi Tourism and Transportation Development Corporation Ltd, 18-A, D.D.A. Shopping cum Office Complex, Defence Colony, New Delhi-110024.

- 1.2 During the course of pre-bid conference the bidders will be free to seek clarification and make suggestions for consideration of DTTDC. The DTTDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Conference.
- 1.3 Prior to the Pre-Proposal meeting(s), the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Concession Agreement. Bidders must formulate their queries and forward the same to DTTDC prior to the meeting. DTTDC may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the Bid Document.
- 1.4 Bidders may note that DTTDC will not entertain any deviations to the Bid Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the Bid Document with all its contents including the Draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 1.5 DTTDC will endeavour to hold the Pre-Proposal meeting as per Schedule of Bidding Process. The change if any regarding the holding of meeting will be communicated on the website,
- 1.6 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. However, subsequent to the meeting, DTTDC may not respond to queries from any Bidder who has not attended the Pre-Proposal meeting.

1.7 All correspondence / enquiries should be submitted to the following in writing by registered post / courier or emailed /faxed to the following address:

Attn. of General Manager, DTTDC
Address General Manager, DTTDC, Defence
 Colony, SOC, New Delhi - 110024

Telephone 24622364
Email gm@delhitourism.gov.in

- 1.8 No interpretation, revision, or other communication from DTTDC regarding this solicitation is valid unless it is in writing. DTTDC may choose to send to all Bidders, written copies of DTTDC's responses, including a description of the enquiry, but without identifying its source, to all the Bidders.
2. Financial Bid shall be opened online after scrutiny of the basic documents of Technical Bid. Financial Bid shall contain prescribed Performa of tender indicating financial bid to be quoted by the Bidder and no other documents.
 3. It may be noted that the Earnest Money Deposit of the successful bidder shall be forfeited and the bidder shall be debarred for further participation in DTTDC tender(s) for a period of five years, on account of non-completion of the following.
 - a) Acceptance of the offer within seven days of being declared the selected bidder.
 - b) Execution of the Agreement within seven of days of acceptance by the bidder ; and
 - c) Assume the Possession of facility on the date of signing of the agreement.
 - d) Commencement of operation of the facility within Thirty days of the handing over of the possession..
 4. Tender(s) will remain valid for a period of three months from its date of opening. If any tenderer withdraws during the validity period, their Earnest Money Deposit will be forfeited. However, the tenderer (s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their tender(s) with the consent of DTTDC.
 5. DTTDC reserves right to reject any or all tender(s) in part or in full without assigning any reason or to negotiate with any or the tender(s).
 6. The period of license shall be for ten years and will expire with the efflux of time.

7. Earnest money deposit of Rs.05.00 lacs (Rupees Five lacs only) in the form of Demand Draft only along with the tender in favour of Delhi Tourism & Transportation Development Corporation Ltd., which will be converted into Security Deposit in respect of successful party.
8. DTTDC reserves to itself the right to reject any or all the tender without assigning any reasons thereof and to call for any other detail or information from any of the Tenders(s).
9. **Force Majeure:** Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of Force Majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure Act.

Other Terms & Conditions

- A. It is for the information of Bidders that this Coffee Home is located at opposite Hyatt Regency, Palika Bhawan, R. K. Puram, Sector 13, New Delhi – 110 023. E-tenders are invited for its Operation and Maintenance for a period of Ten Years on a fixed licence fee payable to DTTDC by the successful bidders as per detailed terms& conditions of the Tender. Subject to fulfillment of the terms and conditions of Tender the license would be awarded to the preferred bidder quoting the highest monthly license fee over the reserve price of Rs.10.00 lacs per month. The process on receiving the Bids will follow as under:
- B. Opening of Technical Bid on the Bid Opening Date.
- C. Technical Evaluation of the Bid.
- D. Opening of the Financial Bids in respect of technically qualified bidders.
- E. Issue of Letter of Award and Invitation to Selected Bidder for furnishing of Security Deposit and Performance Guarantee for a sum equivalent to 10% of three years license fee within Seven Days of issue of letter of Award.
- F. Signing of legal agreement with the selected Bidder within Seven Days of the Acceptance of offer by the bidder
- G. Handing over the possession of the site on the date of Signing of Agreement.
- H. Operation of Facility by the Licencee within 30 days of Handing over the possession of the site.

Please Note:

- 1. The successful bidder will have to deposit of monthly license fee in advance by 20th of previous month in the shape of Account Payee Cheque in favour of "DTTDC Ltd.". Post Dated Cheques equaling the Monthly Licence Fee for the entire period of licence shall however be presented by the Successful Bidder at the time of Signing the Agreement.
- 2. Actual physical condition of the above site/location can be seen by visiting the site/premises.
- 3. Serving beef will not be allowed.
- 4. Sale/service of cigarette/bidi, paan, pan masala, gutkka is not allowed.

5. The Preferred Bidder would be given One month's time (30 days) to make the Coffee Home operational from the date of handing over of the possession of the premises. During this period license fee would not be levied. The liability for payment of license fee would commence from the date of Coffee Home become operational or from a period of One month (30 Days) from the handing over of the possession of the premises, whichever is earlier. The license fee will commence from the said date irrespective of the date of actual taking over of occupation of the premises and the request of the licensee to extend the date of commencement of license fee will not be entertained for any reasons whatsoever.

A. DTTDC's Obligations

DTTDC's obligations shall be the following:

1. DTTDC will hand over peaceful possession of the premises to the selected bidder on 'as is where is basis' after signing of the agreement.
2. All the statutory licenses of local body, health authorities, Police etc. will be the responsibility of the Licensee. DTTDC would however issue "NOC" for getting such licensee wherever required.

B. Licensee's Responsibility

Notwithstanding anything to the contrary contained in the Tender document. Expressed or implied, the Licensee 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 licensee 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 the Licensee to ensure that the character antecedent of such personnel deployed by it for work have been duly verified by the Police 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 this 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 by giving 6 months notice in writing without assigning any reason.
6. That all the correspondence will be addressed to the **MD & 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. 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 restaurant 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 structure in the licensed premises with **prior written approval of the Licensor**, at its own costs and expenditures without having any claim against the licensor.
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 Shop and Establishment Act, Prevention of Food Adulteration Act, or provisions of law 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 licensor reserves the right to get the food samples/ raw material tested at Laboratories at the cost of licensee. A committee will be constituted especially for this purpose which will monitor this testing. That the licensee will be duty bound to reveal the source of procurement of raw material, if asked by the Authority.
13. 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.
14. That the courts of Delhi and New Delhi shall have jurisdiction to entertain any application in respect of any proceeding under this 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.
15. That the Licensee shall pay property tax and ground rent payable by Licensor to the concerned authorities. The licensee shall also pay all statutory taxes, municipal taxes, levies, fees, duties, charges etc. including luxury Tax, Central Tax, Service Tax, VAT, Sales Tax, Municipal and any for all other local taxes in respect of the licensed premises and to ensure their timely payment under intimation to the licensor.
16. That the water and electricity charges shall be payable by the licensee on the basis of the actual consumption.
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.
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 @ 250% of license fee payable immediately before the date of expiry/termination of License 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 inconvenience.

20. The licensee may supervise in person all the work and services at R.K. Puram , Coffee Home on regular basis. This is besides any Manager/Supervisor that he has to employ as per the contract.
21. The Licensee will have to follow the colour scheme and design for various hoardings/display boards as approved by DTTDC.



22. Publicity campaigns including additional directional Boards/sign/creation of web site etc. may be arranged on his own cost by the Licensee. However, the publicity material must contain the logo of DTTDC as given above.
23. The License shall be in force for the period stipulated in the license and on expiry thereof it shall be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Licensee shall not have any right, either contractual or equitable, to demand any fresh license for another term or to continue the same in preference to any other intending agency.
24. That in the event of expiry of the terms of the period or cancellation of the license, the licensor shall have right to disconnect the electric and water connection without further reference.
25. That the licensee shall fulfill and diligently comply with all the directions general or special ordered by the licensor from time to time.
26. That the licensee{s} shall be responsible for keeping the accommodation licensed to him / them in proper condition and in a manner befitting the building. The licensee{s} shall not damage or cause it to be damaged. In case of any damage the licensee{s} will be liable to compensate the licensor to the extent and for the amount as may be determined by the licensor.

27. That the license shall stand ip-so-facto determined without any right to compensation whatsoever to the licensee in any of the following events:-

{i} If the licensee{S} being an individual or if a firm any partner in the license firm shall die or at any time be adjudged insolvent or shall have a receiving order or orders for administration of this effect made against him or shall take any proceedings for a liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment to this effect or enter into any arrangements or composition with the creditors or suspend payment or shall introduce a new partner or shall change the construction of the Partnership or if firm is dissolved under the Partnership Act.

or

{ii} If the licensees being a company shall pass a Resolution or the Court shall make an order for the liquidation of its affairs or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or Manager.

Provide always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall thereafter accrue to the Licensor.

28. The Licensee shall have no right to sublet the entire work or any portion of the work under any circumstances.

29. Notwithstanding anything contained in other clauses of the bid document, if any time during the period of the license, it is observed that the services are not being run properly by the Licensee, the DTTDC will assess the position and if it is of the view that the Licensee is not in a position to run the services to the satisfaction of the DTTDC, the DTTDC will terminate the license by giving a notice period of maximum 30 days to the Licensee.

30. All payments under or in terms of the license shall be made in Indian Currency by crossed "**Account Payee**" cheque in favour of Delhi Tourism & Transportation Dev. Corpn. Ltd. in advance by 20th of previous month. The interest @ 18% will be payable on late submission.

31. The Licensee 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.
32. The Licensee 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 and/or such other Acts or Laws, regulations passed by the Central, State, Municipal and Local Government Agency or authority, including TDS as per IT Act, applicable from time to time.
33. The Licensee 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.
34. The Licensee shall bind himself/his executors, administrators and shall Indemnify and hold harmless the DTTDC, in respect of this License, including all of its claims, damages, proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the DTTDC or any of its members, officers, employees for reasons of or consequent upon any breach or default on the part of the license 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 Licensee/sub Licensee in connection with this License. Such indemnity bond has to be furnished executed on a non-judicial stamp paper worth Rs. 100.00. The cost of such stamp paper, demy paper etc. shall be borne by the Licensee.
- 35 The Licensee shall be responsible for all the claims of his employees and the employees of the Licensee shall not make any claim whatsoever against the DTTDC.

- 36 The DTTDC shall have absolute right to test, interview, otherwise assess or determine the quality of Licensee'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 License. Any employee/worker rejected/not authorized by the DTTDC shall not be employed by the Licensee.
- 37 The Licensee shall engage fully trained and adequately experienced staff, who are medically fit. They should be free from infectious diseases. The Licensee shall get his employees medically examined once in 6 months and obtain fitness/health certificates from the local body or as instructed by the DTTDC.
- 38 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 Restaurant and the assets therein.
- 39 If at any time during performance of the License, the Licensee's employees are found to be guilty of misbehavior/misconduct or with its guests 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 Licensee in the work at R. K. Puram Coffee Home premises, the Licensee, if so directed by the DTTDC or his authorized representative, shall forthwith remove such persons(s) from the work of the DTTDC immediately.
- 40 The Licensee shall keep the DTTDC indemnified 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 Licensee, whether committed, omitted or arising within or without the scope of the License, as the case be.
- 41 It shall be responsibility of licensee to get the Coffee Home premises insured against theft, fire, flood, terrorist act and natural calamities. A copy of the insurance cover shall be made available to DTTDC by Licensee.
- 42 In lieu of the Coffee Home licensed out by the Licensor, the Licensee will pay a monthly "License Fee" to Licensor on monthly basis by the 20th of the preceding month. 18% interest will be charged on delayed payments. Post Dated Cheques equaling the Monthly License Fee for the entire period of license shall however be presented by the Successful Bidder at the time of Signing the Agreement.
- 43 The ATM facility, already existing, shall remain under the control of LICENSOR.

- 44 Financial Year mean the Financial Year beginning on 1st April & ending on 31st March of the year.
- 45 The licensee shall be allowed to provide the facilities / services regarding operation of Food Court (including confectionery items & Ice Cream}, holding of exhibition-cum-sales, banqueting, parties etc. besides sale of Coffee Home products.
- 46 Food Court shall mean a group of small food counters with common seating arrangement offering different fast-food items. This shall necessarily serve Coffee Home Product from one counter at the price regulated by LICENSOR.
- 47 Banquet Hall shall mean the designated Hall which could be let out for short duration and used for exhibition cum sale, banqueting, parties etc. as proposed by the Licensee and agreed by LICENSOR.
- 48 Licensee is given adequate freedom to fix charges for the services/facilities to be provided in the Coffee home, Licensee has to provide Coffee Home products at one counter on which LICENSOR will have price control.
- 49 Licensee will have to seek prior permission of LICENSOR to change the primary use of facilities as has been fixed in licensed premises.
- 50 The opening and closing hours of the Coffee Home shall be governed by the applicable rules and regulations in the area or as decided by the licensor from time to time.
- 51 The Licensee shall not, at any time, during the operation of Coffee Home, block the entire Coffee Home for a single party (for purposes like Banquet etc.)
- 52 **Performance Guarantee:** The Licensee shall for due and punctual performance of its obligations during the "License Period" deliver to LICENSOR simultaneously with the execution of this Agreement, a Bank Guarantee from a scheduled Bank, as per annexure-IV, acceptable to LICENSOR, for a sum equivalent to the amount of 10% of Three years License fee and should remain valid for a period of sixty days beyond the date of completion. The LICENSOR is entitled to terminate the License agreement in accordance with the provisions of Clause 55. The LICENSOR will not be liable to pay any interest on the Bank Guarantee.
- 53 The Performance Guarantee will be forfeited if the licensee does not commence commercial operation on expiry of 30 days from the date of handing of the physical possession of the Coffee Home.

- 54 Under any circumstances, existing covered area will not be allowed to increase. Any construction and modification in the existing structure will not be permitted. In case any addition/construction is required, the party has to seek prior approval from LICENSOR.
- 55 LICENSOR shall be entitled to revoke and terminate the license granted in favour of the licensee prior to its expiry, in the event of the licensee violating or committing breach of any of the terms & conditions of this and failing to remedy the breach/violation of the license agreement within 30 days of receiving of notice in writing in this regard thereof. In event of such revocation/termination of the license prior to the license period, the advance license fee shall stand forfeited. The licensee shall not make any claim on this account whatsoever.
- 56 The licensee shall get License Agreement registered with the concerned Registration Authority within 30 days of the signing of License Agreement & cost of registration of this License Agreement shall be borne by the Licensee. The original Agreement shall be kept with the Licensor and the Certified Copy of this Agreement shall be with the Licensee.
- 57 The Licensee shall punctually settle and pay the amount owing to LICENSOR (including but not linked to) guaranteed amount within the time agreed and not to allow the same to fall in arrears. There will be a provision of penal interest on delayed payment, which will be 18% per annum.

58. Governing Laws and settlement of dispute

- (i) Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the MD & CEO, DTTDC in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.
- (ii) **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

APPENDIX I: LETTER COMPRISING THE BID

Dated:

To,
General Manager,
Delhi Tourism & Transportation Development Corporation Ltd.,
18-A, DDA, SCO, Shopping Complex,
Defence Colony, New Delhi - 110024

Sub: Proposal for Project – Selection of Operator for Operation & Maintenance of R.K. Puram Coffee Home

Dear Sir,

With reference to the RFP document dated I/we, having examined the RFP document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.

1. I/ We acknowledge that the DTDC will be relying on the information provided in the Proposal and the documents accompanying such Proposal of the Bidders, and we certify that all information provided in the Proposal and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Bidder for the furnishing, operation, maintenance, marketing and management of the aforesaid Project.
3. I/ We shall make available to the DTDC any additional information it may find necessary or require to supplement or authenticate the Proposal statement.
4. I/ We acknowledge the right of the DTDC to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the DTTDC.
 - (b) I/ We do not have any conflict of interest.
 - (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 in respect of any tender or request for proposal issued by or any agreement entered into with the DTTDC or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
8. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Technical Capacity and Financial Capacity criteria and meet all the requirements as specified in the RFP document and are qualified to submit a Bid.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for qualification.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-VI thereof.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the DTDC of the same immediately.
15. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of proposal and the power of attorney for Lead Member of consortium, as per format provided at Appendix IV and V respectively of the RFP, are also enclosed.
16. I/ We understand that the Successful Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Agreement.
17. 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 the DTDC in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
19. {We agree and undertake to be jointly and severally liable for all the obligations of the Operator under the Agreement till achievement of Commercial Operations Date in accordance with the Agreement.}

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

Yours faithfully,

Date:

(Signature, name and designation
of the Authorized Signatory)

Place:
Bidder/ Lead Member

Name and seal of the

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary

ANNEX-I: DETAILS OF BIDDER

1. (a) Name:
 (b) Country of incorporation:
 (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project]:

3. Details of individual(s) who will serve as the point of contact/ communication for the DTTDC:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, should be attached to the Proposal.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

6. The following information shall also be provided for each Bidder / Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Proposal.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

ANNEX-II: TECHNICAL CAPACITY OF THE BIDDER

Name of the Bidder	Project Code**	Name of Eligible Project	Nature of Eligible Project	Experience (Equivalent Rs. Cr.)\$\$			
				Annual Turnover from Project from activities			
				FY 2013-14	FY 2012-13	FY 2011-12	Average Annual Turnover
Single Entity							
Consortium Member							

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate by a project company eligible.

A Bidder should use separate rows to demonstrate own projects and projects of Consortium Members, clearly indicating in each row name of the entity whose experience is being claimed. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate shall be provided.

** Refer Annex – IV of this Appendix

\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 50 (Fifty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Note 1: The Bidder shall provide an Auditor's Certificate specifying the turnover of the Bidder from the activities.

ANNEX-III: FINANCIAL CAPACITY OF THE BIDDER

Bidder Name	Net Worth €
	Year 2013-14
Single entity Bidder	
Consortium Member 1	
Consortium Member 2	
Associate	
TOTAL	

Name & address of Bidder’s Bankers:

\$ A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

€The Bidder should provide details of its own Financial Capability or of an Associate specified.

\$\$ For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 {Three} years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate’s financials;
 - (b) be audited by a statutory auditor;

- (c) be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Annual Turnover shall mean the income received from goods and services in respect of activities during the accounting period. Other income, including but not limited to interest income, income from sale of assets, shall not be included in the definition of Annual Turnover.
 3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
 4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in the RFP document.
 5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
 6. The Bidder shall provide an Auditor's Certificate specifying the net worth.
 7. The Bidder shall provide an Auditor's Certificate specifying the turnover of the Bidder from the activities.

ANNEX-IV:DETAILS OF ELIGIBLE PROJECTS

Project Code:

Member Code:

Item	Refer Instruction (2)	Particulars of the Project (3)
Title of the project		
Category (business of restaurants, catering, Banqueting, Food & beverages,		
Turnover from activities FY 2013-14 FY 2012-13 FY 2011-12		
Entity for which the project is being		
Location		
Details of Eligible Project		
Date of commencement of contract		
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)		

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria of the RFP as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Proposal. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.

3. A separate sheet should be filled for each project.
4. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Certificate from the Bidder's statutory auditor\$ must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

Certificate from the Statutory Auditor regarding Eligible Projects ^Φ

Based on its books of accounts and other published information authenticated by it, this is to certify that (*name of the Bidder/Member/Associate*) i.e. claimant is/ was an equity shareholder in (*title of the project company*) i.e. Project Company, who operates the project and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes%[€] of the total paid up and subscribed equity capital) of the project company from (*date*) to (*date*)[¥].

The project, namely,, located at is being operated and maintained by (*name of the Bidder/Member/Associate/Project Company*) since (*date*) till date.

We further certify that (*name of the Bidder/Member/Associate/Project Company*) had Annual Turnover, in respect of activities from the project in past Three financial years, as given below in an year-wise format:

Year.....: Rs

Year.....: Rs

Year.....: Rs

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date:

- Bidders are required to produce client certificates, invoices, order letter, completion certificates etc. to substantiate the experience demonstrated.

Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

- In the event that credit is being taken for the Eligible Experience of an Associate, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (i.e. Associate of the Bidder) is held, directly or indirectly[£], by (i.e. Bidder). By virtue of the aforesaid share-holding, the bidder exercises control over the Associate, who is an Associate of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder in the Associate}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of Date: the authorized signatory).

[§] In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

ANNEX-V:STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,
General Manager,
Delhi Tourism & transportation Corporation,
18-A, DDA, SCO, Shopping Complex,
Defence Colony,
New Delhi - 110 024.

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the proposal) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (Insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (Insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorized signatory)
For and on behalf of.....

*Please strike out whichever is not applicable.

APPENDIX – II: FINANCIAL PROPOSAL

(To be forwarded on the letterhead of the Bidder)

Dated: _____

To
General Manager,
Delhi Tourism & transportation Corporation,
18-A, DDA, SCO, Shopping Complex,
Defence Colony,
New Delhi - 110 024.

Sub:- Bid for Selection of Operator for Operation & Maintenance of R.K. Puram Coffee Home

Dear Sir,

With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices is true and correct.
3. We acknowledge that our Consortium/ proposed Consortium shall be short-listed on the basis of Technical Capacity and Financial Capacity of us and our Associates.
4. [I/We acknowledge and agree that there will be no change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of shortlisting and qualification under and in accordance of RFP.
5. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set-forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DTDC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
7. The Annual Concession Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.

8. I/We offer a Bid Security of Rs. _____ (Rupees _____ only) to the DTTDC in accordance with the RFP Document.
9. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
10. I/We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
11. I/We hereby submit our BID and offer an Annual Concession Fee in the form of Rs _____ {In Words} Rupees _____ only of DTTDC for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
12. I/ We hereby agree to Pay the Annual Concession Fee that shall be increased, after every 3 years, at the rate of 18% (Eighteen percent), over the previous Annual Concession Fee.
13. I/We agree to keep this offer valid for 90 (Ninety) days from the Bid Due Date specified in the RFP.
14. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document. Also, I/We certify that amount quoted on the bid submitted electronically to DTTDC is same as on this document.

Date:
of the Authorized signatory)
Place:
the Authorized signatory)

Yours faithfully,
(Signature

(Name and designation of the of

Name and seal of
Bidder

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

Appendix-III

Form of Bank Guarantee Bond for Performance Guarantee

1. In consideration of the MD & CEO, DTTDC having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said tenderer/ bidder" for the work of _____ (hereinafter called "The said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the tenderer/ bidder for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____ (indicate the name of the bank) (hereinafter referred to as "the Bank) hereby undertake to pay to the Committee an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Committee.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Committee stating that the amount claimed is required to meet the recoveries due or likely to be due from the said tenderer/ bidder. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We _____ (indicate the name of the bank) the said bank further undertake to pay to the Committee any money so demanded notwithstanding any dispute or disputes raised by the tenderer/ bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the tenderer/ bidder shall have no claim against us for making such payment.

4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Committee under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Committee certified that the terms and condition of the said agreement have been fully and properly carried out by the said tenderer/ bidder and accordingly discharges this guarantee.

5. We _____ (indicate the name of the bank) further agree with the Committee that the Committee shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said tenderer/ bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Committee against the said tenderer/ bidder and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer/ bidder or for any for-bearance, act of omission on the part of the Committee or any indulgence by the Committee to the said tenderer/ bidder or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer/ bidder.

7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Committee in writing.

8. This guarantee shall be valid up to _____ unless extended on demand by Committee. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date the _____ day of _____ for _____.(Indicate the name of Bank)

APPENDIX – IV:POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (Name), son/daughter/wife of _____and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Operation & Maintenance of RK Puram Coffee Home (hereinafter referred to as "the **Project**") proposed or being developed by the Delhi Tourism & Transportation Development Corporation (the "DTTDC") including but not limited to signing and submission of all proposals, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the DTTDC, representing us in all matters before the DTTDC, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the DTTDC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the DTTDC.

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

IN WITNESS WHEREOF WE _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**

For_ _____
(Signature)
(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted
[Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

- 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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

APPENDIX – V:POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the Delhi Tourism and Transportation Development Corporation (“the DTTDC”) has invited bids from eligible parties for the Operation & Maintenance of RK Puram, Coffee Home (hereinafter referred to as “the **Project**”).

Whereas, _____, _____ and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

AND hereby also ratify and confirm that if we are selected as the Successful Bidder, then the Lead Member of the Consortium shall sign the Agreement and all the Consortium members shall be jointly and severally liable towards the Project, throughout the Agreement Period.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For _____
(Name & Title)

For _____
(Name & Title)

Witness:

- 1.
- 2.

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- 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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

APPENDIX – VI: GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT

No. 6/4/2001-DD-II

Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.

Dated 13th July 2001

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge- sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX VII: JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

- (A) DELHI TOURISM AND TRANSPORTATION DEVELOPMENT CORPORATION, a _____ constituted by Government of National Capital Territory of Delhi under _____, represented by its General Manager and having its principal offices at _____ (hereinafter referred to as the "**DTTDC**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the "**Proposals**") by its Request for Proposal No. dated (the "**RFP**") for the selection of Operator for the Operation & Maintenance of RK Puram, Coffee Home (hereinafter referred to as "the **Project**").
- {B} The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 1956 for entering into an Agreement with the DTTDC and for performing all its obligations as the Operator in terms of the Agreement for the Project.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Effective Date under the Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical / Financial Member of the Consortium;}

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

Second

Party:

6.2 The Parties undertake that a minimum of 51% (Fifty One percent) & 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the Commercial Operations Date, be held by the Parties of the First Part and Second Part respectively whose Technical and Financial Capacities have been reckoned for the purposes of qualification of Bidders for the Project in terms of the RFP.

6.3 The Parties undertake that they shall collectively hold at least 77 % (Seventy Seven per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the Commercial Operations Date.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.

7. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement

Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Commercial Operations Date of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the DTTDC to the Bidder, as the case may be.

9. Miscellaneous

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

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

For and on behalf
SIGNED, SEALED AND DELIVERED
DELIVERED
LEAD MEMBER by:
PART

For and on behalf
SIGNED, SEALED AND
SECOND

(Signature)

e) (Name)
(Designation)

tion)
(Address)

(Signatur
(Name)

(Designa

(Address)

In the presence of:

1.

2.

Specimen of the License Agreement to be signed with the preferred bidder

The LICENSE AGREEMENT is entered into on this _____ day _____ 2004 at New Delhi.

Between

Delhi Tourism & Transportation Development Corporation Limited, a Company duly incorporated under the Companies Act, 1956 and having its registered office at 18-A, DDA SCO Complex, Defence Colony, New Delhi, represented through its Company Secretary, Sh. B. L. Agarwala, who is duly authorized to execute this deed for and on behalf of LICENSOR (hereinafter referred to as the "Licensor, which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of one Part,

And

M/s _____, a partnership firm and having its registered office at _____ and corresponding address of _____ (hereinafter referred to as the "licensee" represented through its Managing Partners Sh. _____ which expression shall mean and include unless repugnant to the context or meaning thereof its successors and permitted substitutes) of the Other Part.

WHEREAS:

1. LICENSOR has been operating & managing a Coffee Home located at R. K. Puram.
2. Being desirous of license an agency to operate & maintain the R. K. Puram Coffee Home, LICENSOR invited Bids and selected M/s _____ having its registered office at _____ to operate & maintain and transfer the said Coffee Home on the representation of M/s _____ that M/s _____ possesses the necessary expertise, resources and personnel to successfully operate & maintain the Coffee Home.
3. LICENSOR and licensee have negotiated and mutually agreed upon the terms & conditions of this agreement and accordingly the Parties are entering into this Agreement setting forth the terms & conditions so mutually agreed upon and according to which the Licensee will operate and maintain the said Coffee Home.

4. The Licensee acknowledges that LICENSOR is entering into this Agreement upon the terms & conditions set out herein, relying upon the faith of the representation of the Licensee set out in Clause 2 above and of the undertakings of the Licensee in regard to guaranteed monthly payment to LICENSOR as set out hereinafter in this Agreement.
5. The Parties declare that it is the clear intention of the Parties that this Agreement shall, be the sole repository of the terms & conditions in respect of the subject matter hereof.

Now Thereof this agreement witnesseth and it is hereby agreed by and between the Parties hereto as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Key Terms & Conditions

6. Bidder is a firm that is engaged in the hospitality business, who is interested to operate & maintain the R. K. Puram Coffee Home and has submitted its bid as per the Request for Proposal issued to it on
7. The licensee shall provide the facilities / services regarding operation of Food Court (including confectionery items & Ice Cream}, holding of exhibition-cum-sales, banqueting, parties etc. besides sale of Coffee Home products.
8. Food Court shall mean a group of small food counters with common seating arrangement offering different fast food items. This shall necessarily serve Coffee Home Product from one counter at the price regulated by LICENSOR.
9. Banquet Hall shall mean the designated hall, which could be let out for short duration and used for exhibition cum sales, banqueting, parties, etc. as proposed by the Licensee and agreed by the LICENSOR.
10. Request for Proposal or License Agreement shall mean the request for proposal document issued to the selected Bidder for the purposes of submitting Proposal in relation to the selection of the Licensee.

11. **'License Period'** shall mean the time period during which the Licensee shall operate & maintain the Coffee Home and shall be up to (i.e. the end of 10th financial years) from date of signing of this License Agreement.
12. Financial year shall mean the financial year beginning on 1st April and ending on 31st March of a year. The first financial year shall mean the period commencing from the date of signing of the License Agreement and ending on 31st March of that financial year.
13. The Licensee shall mean the Bidder who is selected to operate & maintain the Coffee Home.

1.2 Interpretation

14. In the interpretation of this agreement, unless the context otherwise requires.
15. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
16. A reference to any gender includes the other gender.
17. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule or Recital of this Agreement.
18. A reference to any license agreement is a reference to that license agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended from time to time, in accordance with the terms thereof.
19. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed.

1.3 Measurements & Arithmetic Conventions

20. All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.
21. Priority of contract documents & errors/discrepancies.
22. The documents forming part of this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of the following documents shall in the event of any conflict between them be in the order they are set out.
 - ❖ This Agreement
 - ❖ All other documents forming part of this Agreement.
23. In case of ambiguities or discrepancies within this Agreement the following shall apply:
 - ❖ Between two Clauses of this Agreement the provisions of the specific clause relevant to the issue under consideration shall prevail over those in other Clauses.
 - ❖ Between the written description on the Drawings & the Specifications and Standards, the latter shall prevail.
 - ❖ Between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail.
 - ❖ Between any value written in numerals and that in words, the latter shall prevail.
24. Any reference to a person shall include such person's successors and permitted assignees.
25. A reference to a 'writing' or 'written' includes printing, typing, lithography and other means of reproducing words in a visible form.
26. Any date or period set forth in this Agreement shall be such date or period as may be extended pursuant to the terms of this agreement.
27. A reference to "month" shall mean a calendar month, and a reference to "day" shall mean a calendar day, unless otherwise specified.

28. The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this agreement mean and refer to this Agreement and not to any particular Article, Clause or Section of this Agreement. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this Agreement so specified.

2. General Terms & Conditions

29. The Licensee is handed over the facilities at R.K. Puram, Coffee Home, which will have to be handed back by the licensee upon expiry or on earlier termination of the .agreement.
30. The Coffee Home as described before is licensed out to the Licensee for the period of ten years effective from date of signing of this agreement (hereinafter referred to as 'License Period') on as-is-where is basis. The license can be terminated if the Licensee is found to have violated the conditions of this license agreement.
31. License period will expire by efflux of time and will come to end immediately on completion of 10 years of license period unless terminated earlier for any reason whatsoever. No extension of license period will be granted. Licensor may appoint another Licensee on expiry or termination of the License Agreement.
32. The ATM facility, already existing shall remain under the control of Licensor.
33. Licensee will receive and keep all the income from its share of facilities in the Coffee Home.
34. Licensee is given adequate freedom to fix charges for the services/facilities to be provided in the Coffee Home. Licensee has to provide coffee home products at one counter on which Licensor will have price control.
35. Licensee will have to seek prior permission of Licensor to change the primary use of facilities as has been fixed in licensed premises.

2.1 OBLIGATIONS & WARRANTIES OF THE LICENSEE.

36. The Licensee shall be responsible for the efficient operation & maintenance of the Coffee Home to high standards commensurate with the character of LICENSOR & transfer of the assets after the expiry of the license period. The Licensee is given One month's time (30 days) to make the Coffee Home operational from the date of handing over of the possession of the premises. During this period license fee would not be levied. The liability for payment of license fee would commence from the date of Coffee Home become operational or from a period of One month (30 Days) from the handing over of the possession of the premises, whichever is earlier. The license fee will commence from the said date irrespective of the date of actual taking over of occupation of the premises and the request of the licensee to extend the date of commencement of license fee will not be entertained for any reasons whatsoever.

37. In lieu of the Coffee Home licensed out by the LICENSOR, the Licensee will pay a 'License fee' to LICENSOR payable every month in advance by 20th of previous month. In case it falls on a holiday then the license fee can be deposited by the next working day.
38. The license fee payable for the year and the rate of increase as agreed upon by both parties is:

Year	Rate Increase	Annual license fee amount in Rupees {rounded to nearest rupee}	In words	Monthly "License Fee" {Rounded to nearest Rupee}
01 st				
02 nd				
03 rd				
04 th				
05 th				
06 th				
07 th				
08 th				
09 th				
10 th				
Cumulative License fee				

39. The Licensee will be responsible for making investment towards interiors for the entire facilities, all furniture & fixture, kitchen equipment and for overall maintenance of the Coffee Home, services horticulture, and security.
40. The Licensee will be responsible for making investment towards interiors for the entire facilities, all furniture & fixture, kitchen equipment & for overall maintenance of the Coffee Home, services horticulture & security.

41. The Licensee shall at its own cost and expense provide adequate personnel, qualified & experienced, for the purpose of operating the facilities.
42. The Licensee shall at its own cost & expenses pay:
- ❖ All heat, light & power expenses including air-conditioning costs.
 - ❖ Any AMC (Annual Maintenance Charges) charges for the Licensee's share of facilities in the Coffee Home.
 - ❖ All the water charges incurred in maintenance.
 - ❖ All costs & expenses of the management & operation of the facilities.
 - ❖ All demands dues/liabilities and or expenses incurred and payable to any supplier of stocks & supplies & other consumable items.
 - ❖ All expenses for the interval upkeep & maintenance of the facilities including but not limited to painting, polishing, sanitary, plumbing, electric maintenance, as well as repairs and replacements.
 - ❖ All other expenses towards running of facilities such as charges for telephone, telex, fax, etc.
 - ❖ All expenses of clothing & uniform of the officer/staff/personnel of the Licensee.
43. The Licensee shall be liable to pay property tax in respect of the licensed premises to concerned authorities. The Licensee shall also pay all Central, State, Municipal & other local taxes. Water & electricity charges shall be payable by the Licensee on the basis of the actual consumption indicated by the meter installed by the electricity agencies/Delhi Jal Board/Civic Authorities. In the event of any default being committed by the Licensee in making payment of any such taxes or fees etc. the licensor (LICENSOR) shall be entitled to terminate/revoke the license granted and the Licensee shall not be entitled to refund of any proportionate performance guarantee by LICENSOR.
44. The Licensee shall be responsible to secure from time to time necessary permission or permit or license as may be required from the Government agencies/authorities concerned to start the Coffee Home. However, LICENSOR will issue **No Objection Certificate** to the Licensee to facilitate it to secure these licenses/permissions/permits.
45. The opening & closing hours of the Coffee Home shall be governed by the applicable rules & regulations in the area or as decided by the licensor from time to time.

46. The Licensee shall not, at any time, during the operation of Coffee Home, block the entire Coffee Home for a single party (for purposes like Banquet etc.). A portion of the Coffee Home, can be reserved by a single party for holding functions, parties, etc.

47. Publicity Promotional Expenses:

- ❖ The promotion, publicity, advertisement charges will be part of the responsibility of the Licensee and no part of the cost will be borne by LICENSOR.
- ❖ All the publicity material must contain the logo of LICENSOR.
- ❖ The Licensee shall be responsible for adequate advertisement and publicity including as may be necessary in connection with the optimum utilization of the Coffee Home Facilities in consonance however with the image, philosophy, status and aims of LICENSOR.
- ❖ The Licensee shall install a display board measuring at least 3.5 ft. x 2.5 ft. at prominent place in the Coffee Home for display of various activities in which LICENSOR is associated.
- ❖ The Licensee shall also allow a temporary counter to be set up from time to time at a prominent place in the Coffee Home for sale of tickets of various events & activities in which LICENSOR is associated.

48. **Performance Guarantee:** The Licensee shall, for due & punctual performance of its obligations during the 'License Period' deliver to LICENSOR simultaneously with the execution of this Agreement, a Bank Guarantee from a scheduled bank acceptable to LICENSOR of the "Performance Guarantee" for a sum equivalent to 10% of three years licence fee after adjusting the EMD against Performance Guarantee. The Performance Guarantee shall be renewed periodically as per the revised licence fee whenever due and within 15 days of its becoming due on its revision for an amount equivalent to 10% of three years license fee as stated below. The Guarantee shall remain in full force and effect till 60 (sixty days) after the end of the License Period. Failure of the Licensee to provide or renew the Performance Guarantee in accordance with this clause shall entitle LICENSOR to terminate this License Agreement. LICENSOR will not be liable to pay any interest on the Performance Security.

Year	Performance guarantee for the year
01 st	
04 th	
07 th	
10 th	

49. Any outstanding amount payable by the Licensee to the LICENSOR after the end of the 'License Period' will be deducted from the Performance Guarantee/ Security Deposit.
50. The Performance Guarantee will be forfeited if the licensee does not commence commercial operation at the expiry of 60 days from the date of handing of the physical possession of the Coffee Home.
51. The licensee shall get license agreement registered with the concerned registration authority cost of stamping & registration authority within 30 days of the signing of License Agreement and cost of registration of this License Agreement shall be borne by the Licensee. The original agreement shall be kept with the Licensor and the certified copy of this Agreement shall be with the licensee.
52. The Licensee will manage, maintain & operate the facilities. The Licensee will put into operation the facilities within 60 days of the taking over of the physical possession. Nevertheless, the Licensee will be required to start making the payment to LICENSOR after 60 days of the taking over of the physical possession irrespective of the fact whether they commence the business in Coffee Home or not.
53. The Licensee will efficiently manage & operate the restaurant/food courts to high standards commensurate with the character of LICENSOR and commensurate with aims & objectives of LICENSOR.
54. The Licensee shall provide internal maintenance & janitorial and security services in the facilities. The Licensee will maintain all assets of LICENSOR, such as the building, DG Set and AC etc. in proper condition.
55. The Licensee shall punctually settle & pay the amounts owing to LICENSOR (including but not limited to) guaranteed amount within the time agreed and not to allow the same to fall in arrears. There will be a provision of penal interest on delayed payment, which will be 18% per annum.
56. The Licensee shall comply with & scrupulously observe all applicable laws, rules & regulations and statutory requirements related to the facilities and the conditions attaching to any permission or approval and shall indemnify and keep LICENSOR fully & comprehensively indemnified against any default or breach or non-observance of any laws, rules, regulations, requirements, conditions etc. and any consequences, liabilities, damages, costs, charges and expenses arising out of or in consequence of any such 'default' breach or non-observance as aforesaid.

57. Menu: Sale/Service of cigarette/bidis, pan, pan masala, gutka and other similar items is not allowed.
58. **Hygiene & Quality Standards:**
- ❖ The source of water for dispensing machines has to be hygienic.
 - ❖ The storage, handling of raw materials & cooking etc. will have to be in extreme hygienic conditions.
 - ❖ The provisions of PFA Act, NDMC Act and any law relating to hygiene and quality shall be binding.
 - ❖ LICENSOR reserves the right to get the food samples/raw materials tested at Laboratories at the cost of the Licensee. A Committee will be constituted especially for this purpose which will monitor this testing.
 - ❖ The Licensee will be duly bound to reveal the source of procurement of raw material if asked by LICENSOR.
 - ❖ The Licensee shall maintain the Coffee Home and surrounding areas in proper cleanliness and hygienic conditions at its own cost and shall also be bound to follow such directions of LICENSOR from time to time in this respect.
 - ❖ The Licensee will ensure clearance of all the rubbish and the waste generated at their location and ensure safe & quick scientific disposal of all such material and will also coordinate with concerned civic agencies for disposal of garbage even outside the licenses premises.
 - ❖ In case the Licensee fails to maintain the hygienic standards, the Licensee shall pay a penalty of Rs. 1500/- day for the first ten days and Rs. 3,000/- day subsequently to LICENSOR till such time the hygienic conditions are met. The penalty will be payable ten days after receipt of written notice from LICENSOR.
59. The Licensee shall not charge, encumber, or create any lien or any rights whatsoever on any assets or properties belonging to LICENSOR or any part thereof. The Licensee will be allowed to put up its signboard on the main entrance of the Coffee Home. Text of the sign board will be got approved by Licensee

60. Under any circumstances, existing covered area will not be allowed to increase. Any construction & modification in the existing structure will not be permitted. In case any addition/construction is required, the party has to seek prior approval from LICENSOR.
61. The Licensee shall duly discharge and settle all payments and dues including but not limited to salary/wages/provident fund/employees insurance and any other dues or claims whatsoever as per law, and whether statutory or contractual and also including any termination compensation or dues, owing to its personnel and staff including any contract labour engaged by the Licensee provided for the purposes of maintaining and/or operating the said facilities and to indemnify and keep LICENSOR fully indemnified against all claims and demands from or on behalf of any such personnel or staff of the Licensee and all actions, proceedings, damages, costs & expenses resulting from any such claims and demands.
62. The Licensee will not, at any time, do cause or permit any nuisance in or around the said plot of land or the building constructed thereon or anything which shall cause unnecessary annoyance, inconvenience, or disturbance to the occupiers of any other properties. The Licensee shall be solely responsible and liable for all losses suffered by LICENSOR on account of negligence, agitation, or misconduct on part of the employees of the Licensee or claims of any nature.
63. The Licensee shall keep insured at all times all buildings, furnishings & equipment against all thefts, accidents and damages, etc. and bear all expenses for payment of premium etc. incurred for such insurance.
64. The Licensee shall observe, abide and comply with all the laws, bye-laws, rules & regulations of the shop and Establishment Act, Employees Provident Fund Act, Prevention of Food Adulteration Act, or provisions of law including the rules & regulations of any local authority in force from time to time which may be made.
65. At the expiry of 'License Period', the Licensee will return to LICENSOR equipment such as DG Sets, AC etc. that are present at the beginning of the 'License Period'. The licensee will be allowed to revamp the Equipment and Furnishings installed at the Licensees' cost. However, if LICENSOR wishes to retain the same or part thereof, it will compensate the licensee at the book value of such assets.

66. Upon the expiry of the 'License Period' or upon termination/revocation of the 'license period' as aforesaid, the licensee shall wind up its business and the entire licensed premises including all the land, buildings, fittings & fixtures provided by LICENSOR, at the time of awarding the license shall be returned to LICENSOR and the Licensee shall have no right, title, claim or interest whatsoever therein nor shall it has any claim in respect thereof against LICENSOR. LICENSOR shall have the absolute right to make use of the Coffee Home at its own discretion and it shall be lawful for LICENSOR without further notice to re-enter upon the premises.
67. The Licensee shall hand over vacant & peaceful possession of licensed premises along with all the lands, buildings, fittings & fixtures to the LICENSOR on expiry, revocation/termination of the 'License Period'. If the Licensee fails to hand over the peaceful & vacant possession of the demised premises on expiry or "termination", revocation of the 'License Period', LICENSOR has a right to charge damages for illegal use and occupation of the premises @ 250% of the license fee payable immediately before termination of license and till such time the premises is vacated by the licensee.
68. Any delay or indulgence by LICENSOR in enforcing the terms of this agreement shall not be constructed as waiver on part of the LICENSOR.
69. LICENSOR shall be entitled to revoke & terminate the license granted in favor of the licensee prior to its expiry, in the event of the licensee violating or committing breach of any of the terms & conditions of this and failing to remedy the breach/violation of the license agreement within 30 days of receiving of notice in writing in this regard thereof. In event of revocation/termination of the license prior to the license period, the proportionate advance license fee in respect of the licensed premises shall not make any claim on this account whatsoever.
70. In the event of termination of the license agreement by either party, before the expiry of the license period, 30 days notice must be given by the other party.
71. The licensee shall not store any goods not permitted by law which are 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 or endanger the safety of the premises.

72. The Licensee shall not under-let, sublet, encumber, mortgage, assign, or transfer their right and interest or part with possession of the land and the building thereon or any part thereof of the licensed premises for sharing therein to any person directly or indirectly. Nothing containing in these documents shall be construed as demised in law of the said land hereby agreed to be demised or any other part thereof, so as to give the Licensee any right, title or interest therein.
73. LICENSOR shall continue to have all rights and control over the Coffee Home as its Licensor, subject to the rights of the Licensee hereunder including the right to inspect the restaurant by itself or its Authorized Representatives, Officers & Employees.

2.2 ROLES & RESPONSIBILITIES OF LICENSOR

74. It will be the endeavour of LICENSOR to accord prompt decisions to various requests of the Licensee to facilitate operations of the Coffee Home.
75. LICENSOR will issue NOC to the concerned authorities, for necessary license, permits/sanctions as may be required by the Licensee. The responsibility of getting these permits will, however, be that of the Licensee.
76. LICENSOR shall not be liable or responsible for the destruction or damage to the licensed premises or any part thereof by reasons of any force majeure events like act of God or irresistible force, civil disobedience, riots, terrorism or any other reason whatsoever beyond reasonable control of the Licensee.

2.3 JURISDICTION & ARBITRATION

77. The Courts at Delhi alone shall have jurisdiction to try and/or entertain any suits, complaints and/or any other matter arising out of and/or relating to and/or in connection with this. The License Agreement shall be governed by the Arbitration & Conciliation Act, 1996. All matters, questions, disputes or differences whatsoever arising between the parties under or relating to or arising out of this agreement including its construction, meaning operation or effect or out of or relating to this performance or breach thereof shall be referred to in writing by either or both the parties to the Managing Director of the LICENSOR who shall at his/her sole discretion, nominate a person to be the Sole Arbitrator. The decision of the Sole Arbitrator so appointed shall be final and binding on both the parties.

2.4 WAIVER

78. The failure of either Party to insist upon strict performance of any of the terms and/or provisions of this Agreement and/or to exercise any option right and/or remedy herein contained, shall not in future be construed as waiver and/or remedies but the same shall continue and remain in full force and effect. No waiver, by either Party, of any terms or provision hereof, shall be deemed to have been made unless expressed in writing and signed by such Party.

2.5 NOTICE

79. Unless otherwise stated, all notice to be given by one Party to the other under this Agreement shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

In the case of LICENSOR:

To

The Managing Director & CEO,
Delhi Tourism & Transportation Development Corporation Ltd,
18A, DDA, Shopping-cum-office complex,
Defence Colony,
New Delhi – 110 024.

In the case of Licensee:

To

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

80. Either Party may change individuals designated to receive notice and/or addresses and in such event advance written notice of 30 (thirty) days shall be given to the other Party of any such change.

2.6 RELATIONS BETWEEN THE PARTIES.

81. Nothing contained herein shall be construed as establishing or creating a relationship of master and servant, partnership, joint venture, principal and agent between the Parties hereto shall be a strictly principal to principal relationship and nothing contained herein shall be construed as a sale, lease, transfer or disposal and/or creating any interest in the coffee home in favor of the Licensee the use thereof allowed to the Licensee being only that of a licensee and strictly on and subject to the terms & conditions stated herein.
82. Neither Party hereto shall be liable for the debts or obligations of the other Party hereto except as where expressly provided as herein.

2.7 CONFIDENTIALITY

83. The Licensee shall treat all matters in connection with the License Agreement as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience, and know how given to him by Licensor without the prior written consent of the latter.

2.8 AGREEMENT TO BE REPOSITORY

84. It is expressly declared that:
- (a) This Agreement is the sole repository of the terms & conditions concerning the subject matter of this Agreement. All prior agreements or Understandings whether contained in any Agreement or Memorandum of Understanding or in any correspondence exchanged between the Parties or otherwise in any oral discussions, stand superseded and abrogated.
 - (b) This Agreement can only be amended by a subsequent Agreement between the parties, which is reduced to writing and not otherwise. All duly executed amendments shall be similarly executed in duplicate and shall form part of this Agreement.

3. SITE DETAILS

85. The facilities mentioned in this Clause are indemnified and annexed to the is agreement for the limited purpose of demarcating area of operational purposes only and will not be construed to create any title or interest in the areas or any light whatsoever with respect thereto.

The R. K. Puram Coffee Home situated near Ring Road near Sector-12 of R. K. Puram, Opposite to Hyatt. The drawing lay out plan (Ground Floor Plan 1-F and Ground Floor Plan 2-D) enclosed for ready reference. The salient feature of Coffee Home is as under:-

1. False ceiling gypsum board and ceiling tiles.
2. Outside development with C. C. tiles.
3. Aluminum Composite sheet cladding (Alco bend) outside and inside.
4. Take away counter.
5. Boundary wall with exposed brick work.
6. Fully glazed windows i/c curved glass window.
7. Frameless glass doors (4 Nos.)
8. Pergola (two nos.) and water body.
9. Flooring granite, tiles etc.
10. G.I. Sheet roofing with bit flex treatment.

Encl: 1. Ground Floor Plan 1-F.
2. Ground floor Plan 2-D.

4. LIST OF ASSETS OF LICENSOR HANDED OVER TO THE LICENSEE.

The Coffee Home with its salient features as explained over site details. The loose fittings/fixtures are as under:-

- | | | |
|----|---|---------|
| 1. | European w.c i/c Flush valve & Jet spray | 4 Nos. |
| 2. | Wash basins with C.P. Pillar Cocks & Bottle Trap | 3 Nos. |
| 3. | Urinals with C P Bottle trap & Sensor. | 3 Nos. |
| 4. | Bik cook C. P. | 4 Nos. |
| 5. | C. P. Towel Rail | 3 Nos. |
| 6. | C. P. Soap Dish | 3 Nos. |
| 7. | C. P. Toilet paper Holder | 4 Nos. |
| 8. | Doors (W.C., Kitchen, Music Shop, Pump Room Frameless) with necessary fittings. | 14 Nos. |

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

**For & on behalf of
Delhi Tourism & Transportation
Development Corporation by**

**For & on behalf of
And Licensee by:**

_____ **(Signature)**

_____ **(Signature)**

_____ **(Name)**

_____ **(Name)**

_____ **(Designation)**

_____ **(Designation)**

In the presence of:

1.

2.

Possession Handed Over on 'as is where is basis.'
(on Behalf of DTTDC LTD.)

Possession Taken Over
(On Behalf of)

In the presence of

1.

2.