

# **India Trade Promotion Organization**

**(Engineering Division)**

No. 178-ITPO/Parking/Engg/14-15

**Dated: 22/02/2014**

## **BRIEF NOTICE INVITING TENDER**

The Manager (Civil), on behalf of Chairman-cum-Managing Director, ITPO invites sealed financial bid for the following work from eligible bidders, details of which are briefly described hereunder: *Subject:- Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for the period 1.04.2014 to 31.03.2015 (Technical & financial Bid.)*

The period of sale of financial bid document is kept from 11.00 a.m. to 3.00 p.m. on all working days up to 3/03/2014 at the cost of Rs.1050/- (non refundable) with date of opening at 3.30pm on 5/03/2014. **Reserve price Rs. 115.00 lakhs & Earnest money Rs. 2, 30,000/-** For more details including downloadable form of financial bid documents, please refer website [www.indiatradefair.com](http://www.indiatradefair.com) & [www.eprocure.gov.in](http://www.eprocure.gov.in)

(C.K. Pandey)

Manager (Civil)

**India Trade Promotion Organisation**  
**(Engineering Division)**

No. 178-ITPO/Parking/Engg/14-15 Dated: 22/02/2014 Phone: 23371683

**Notice Inviting Bid( Selection Criteria )**

**Subject: Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for the period 1.04.2014 to 31.03.2015 (Technical & financial Bid.)**

The Manager (Civil), Engineering Division, Room No. 144, India Trade Promotion Organization, Pragati Maidan, New Delhi invites applications for the *auction of* Parking area opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for the above period . The selection of bidders for financial bid, the following criteria shall be followed:-

1. Those agencies having minimum experience of having successfully completed similar works during last five years ending last day of the month previous to the one in which the tenders are invited.
  - a) Three similar works costing not less than 40% of the reserved price , or
  - b) Two similar works costing not less than 60% of the reserved price, or
  - c) One similar work costing not less than 80% of the reserved price.
  - d) Similar work means operation of parking/scooter stand for PSUs, Municipal Corporations, DMRC, Govt. departments, etc. Certified copies of allotment letters & satisfactorily completion certificates of the job from the concerned officers/ clients at various places are to be submitted alongwith Technical Bid.
2. Employees Provident Fund Account No., ESI No., Service tax no. & PAN No.
3. Minimum annual turn over of Rs.50.00 lakh /year during last three years. Copies of the audited accounts will be submitted as proof of the turn over.
4. Certified copies of challans regarding deposit of ESI & EPF for the previous year (2012-13).
5. The condition no. 1 to 4 of Notice Inviting Bid (Selection criteria) will not be applicable for the Ex-servicemen Security Agencies employing Ex-servicemen empanelled with Directorate General Rehabilitation and they will be eligible to submit financial bids.

The financial bids shall be opened only those bidders whose technical bids found to be successful and the successful bidder shall be communicated separately. The entire process will be evaluated by a designated committee appointed by the Deptt.

The Technical & Financial Bids must be submitted in separate sealed envelope superscripting clearly on the face of envelope. Tender forms for financial bid can be had from the office of the Manager (Civil) Room No. 144, Pragati Bhawan, Pragati Maidan New Delhi between 11.00 AM to 3.00 PM on all working days up to 03.3.2014. The tender cost of Rs.1050/- is non Refundable.

The date of submission of bids in tender box kept in above mentioned room (both Technical & Financial) is upto 3.00 PM on or before 05.03.2014 and the only Technical bids will be opened at 3.30PM on same day. Service tax & TCS as applicable (at present Service Tax 12.36% & TCS 2% ) on quoted amount shall be paid by successful bidder to ITPO separately along with bid amount.

The tender document is also available on our website [www.indiatradefair.com&www.eprocure.gov.in](http://www.indiatradefair.com&www.eprocure.gov.in) and same can be down loaded and used as tender document for submitting the tender. However, the cost of tender form as mentioned above is also to be paid in the shape of Demand Draft issued in favour of ITPO and to be enclosed with the tender while submitting the tender. In case the tender is not accompanied with the valid demand draft for the cost of tender document and earnest money, the tender will summarily rejected.

(C K Pandey)  
Manager (Civil)

**Reference:** 178-ITPO/Parking/Engg/14-15

Dated: 22/02/2014

Phone: 23371683

**Engineering Division**

**Financial Bid Form**

**Issued to:**

Last date of sale of Form: **3.03.2014 upto 3.00 PM**

**Date of Issue**

Date and time to receive the bids: **5.03.2014 upto 3.00 PM**

**Cost of Form: Rs.1050.00 (non refundable)** Date and time for opening of tech. bid:  
5.03.2014 at 3.30 PM, Earnest Money Rs. 2, 30,000/- DD in Favour of ITPO.

**Name of Work: Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for the period 1.04.2014 to 31.03.2015 (Technical & financial Bid)**

**TERMS AND CONDITIONS:**

- a. **Conditional Tender will not be accepted.**
- b. The signature of the witnesses shall be ensured while submitting the bid
- c. Photo Copy of the bid/letters will not be accepted.
- d. Tender should be submitted under sealed cover in two bid tender system failing which the tender shall be rejected.
- e. Tender should invariably be submitted in two bid system containing two parts as detailed below: -

Part I: Technical Bid as per Tender Notice 178-ITPO/Parking/Engg/14-15, Dated: 22/02/2014 (enclosed) in one sealed cover.

Part II: -Price Bid/ financial bid in separate sealed cover.

Please note the prices should not be indicated in the Technical bid. The pre-qualification documents including EMD s required in the tender document should invariable be accompanied with the Technical bid.

(A) Rates allowed to be charged on all days for the period of 1/04/2014 to 31/3/2015

S.No.	Description of vehicle	Rates per entry per vehicle during IITF2014	Rates per entry per vehicle other than IITF
1	Buses/trucks	Rs.400/-	Rs.350/-
2	Car/Jeep/Van	Rs.150/-	Rs.100/-
3	Scooters/Motor Cycles:	Rs.75/-	Rs.50/-
4	Bicycles	Rs 5/-	Rs.5/-

**Note: - Tenders submitted without following two -bid system procedure as mentioned above would be summarily rejected.**

1. The tender form should be clearly filled in ink legibly or type written quoted rates in figures as well as in words, the rate amount tendered by him/ them. Alterations/ over writing unless legible attested by the tenderer, shall disqualify the tenders. The tenders should be signed by the tenderer himself/ themselves or his/ their authorized agent on his/ their behalf (Authorization may be enclosed if applicable.).
2. Tenderer submitted tenders would be considered to have considered and accepted all the terms & condition. No enquiries verbal or written shall be entertained in respect of acceptances or rejection of the tender.
3. Duly constituted committees will short list the Technical bids on the basis of technical parameters. The names of the shortlisted contractors will be announced/ informed to the respective contractors only whose technical bids qualify for opening the financial bid. The financial bids of only the contractors shortlisted from the technical bids will be opened in the presence of their representative on a specified date and time to be intimated to the respective contractor and the same will be evaluated by a duly constituted committee.
4. The possession of the site will be taken over from Deputy Manager (Civil) concerned, Engg. Division, ITPO after paying the bid amount & applicable taxes & without possession & permission it will be treated as unauthorized possession & contractor will be liable to pay damages charges and penalty for such period.
5. The land shall be used for the bonafide use for the parking of vehicles and not for any other purpose. No extra area of the land shall be occupied. Such un-authorized occupation will invite damage charges and a surprise inspection of the site may be carried out within the possession period by the ITPO officers.
6. The contractor shall be responsible for maintenance of noise level within the permissible limits.
7. The ITPO reserves the right to terminate the contract at any time and proportionate charges shall be refunded to you without assigning any reason.
  - (a) That the possession of the site shall automatically rests with the ITPO on the Expiry of contracts or earlier if terminated.
  - (b) The drawing/ map showing above parking area is enclosed herewith for which the bids are invited.

8. Highest bidder/successful bidder shall have to deposit a Bank Guarantee/FDR-Pledged in favour of ITPO for an amounting to 5% of bid amount. The bank guarantee - FDR may be returned after one year after adjusting claims/damages charges if any.
9. In case of over charging the parking rates/fee, the contract shall be terminated without any notice and no refund will be made in this case.
10. The contractor will make own arrangements for watch and ward of the vehicles parked at the site and ITPO will not responsible for any damage.
11. The contractor provide token/printed tickets and other equipments to staff necessary for the proper running of the contract at your own cost.
12. The contractor will not sublet the parking space to any person and shall not be allowed to take any person in partnership.
13. The contractor will not be allowed to undertake any kind of auto repairs/cycles repair in the parking area.
14. Parking of trailers and containers are strictly prohibited in this area.
15. If any vehicle is left at the stand after termination of the day (show) you will be responsible to deposit the same with area Police Station after lodging report in this regard.
16. In case of any theft or damage of any vehicle from/in the above parking area, the contractor will be responsible for the same and ITPO will not be having any liability what-so-ever.
17. The contractor shall be responsible for the safe custody of the notice **boards of size 4'x 8' displayed by the ITPO** displaying schedule of rates and address with contact phone number to ensure that the rates etc. are not tampered with/altered/erased/covered by any reasons. Any such laps viz. removal of boards and the tampering with altering/erasing/covering by any thing on the boards, failing which penalty will be imposed of Rs.5000/- each board.
18. The staff employed by the contractor for parking lot should be in proper Uniform with printed names on the Shirt. The contractor shall be responsible to ensure that his workers perform duty in Uniform and display their names plate on the pocket of their shirt and they come in neat and clean uniform. The cost of the uniform and nameplates etc. will be borne by the contractor.
19. The safety and security of the electrical poles, fitting and fixture including cable shall be ensured by the parking contractor and ITPO will not pay any amount. If these items found damaged or theft, recovery shall be made from the contractor.
20. The contractor will provide adequate manpower to effectively run the services as mentioned above.
21. The cleaning of the parking area shall be done by the contractor and ITPO will not pay any amount.

22. The approved/selected contractor will have to enter into a written agreement on **Rs.100/-** stamp paper with ITPO for honoring all aspects of fair trade practices in executing parking contract for ----- only.
23. The vehicles which are related with the event organized at Pragati Maidan shall only be allowed for parking.
24. The vehicles which are allowed by security unit of ITPO shall be parked at allotted area.
25. If any unauthorized vehicles found parked, an amount of Rs.1, 000/- per vehicle per day shall be levied as penalty and shall be deposited with ITPO or shall be recovered from security money deposited with ITPO.
26. The CMD ITPO, reserves the right to cancel/reject full or any part of tender which do not fulfill the conditions, stipulated in the tender.
27. The contractor shall use hand machine for issue of printed ticket indicating date & time.
28. The contractor shall ensure bay number for parking of vehicles on the face of issued parking tickets.
29. **That ITPO's vehicles/exhibitors' vehicles will have priority for parking.**
30. Violation if any of the above terms and conditions will render you liable for cancellation of the allotment.

Manager (Civil)  
Phone: 23371683

I/ We have read all the above conditions and agree to the same.

I/We hereby offer an amount of Rs. \_\_\_\_\_

Rupees \_\_\_\_\_) for the site.

D.D. No. /cash receipt no. \_\_\_\_\_ Dated \_\_\_\_\_ are enclosed

Earnest money DD/Cash Receipt No. \_\_\_\_\_

Dated \_\_\_\_\_

Drawn on \_\_\_\_\_ are enclos

Signature of the bidder

Signature of the witnesses with name & address:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

No. 178-ITPO/Parking/Engg/14-15

**Dated:**

M/S-----

**Subject:- Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for the period 1.04.2014 to 31.03.2015 (Technical & financial Bid.)**

**AGREEMENT**

This Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 20--- at \_\_\_\_\_,

BY AND BETWEEN

INDIA TRADE PROMOTION ORGANISATION, a Government of India Enterprise, having its office at Pragati Bhawan, Pragati Maidan, New Delhi – 110 001 (hereinafter referred to as “ITPO”, which expression shall unless it be repugnant to the meaning and context hereof shall mean and include its affiliates, representatives, administrators, successors and assigns), through its \_\_\_\_\_;

AND -----, son of \_\_\_\_\_, resident of ----- (hereinafter referred to as “Second Party” which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include its successors, permitted assigns).

ITPO and Second Party shall hereinafter collectively referred to as “Parties” and individually referred to as a “Party”

**RECITALS:**

(A) ITPO is a nodal agency of the Government of India for promoting the Country's external trade. ITPO has played a proactive role in catalyzing trade, investment and technology transfer processes. Its promotional tools include organizing of fairs and exhibitions in India and abroad, Buyer-Seller meets, Contact Promotion Programmers, Product Promotion Programmers, Promotion through Overseas Department Stores, Market Surveys and Information Dissemination.

(B) Second Party is engaged in the business of and is qualified, competent and experienced in the operation and maintenance of the parking lots.

(C) ITPO is in possession of the parking area, opposite gate no. 1, near Bhairon mandir, Pragati Maidan, New Delhi ("Parking Lot") and ITPO vide Notice Inviting Tender bearing no. ----- ("Notice") has invited a tender for auction of a Parking Lot for operation and management of the said Parking Lot for a period from -----

(D) Pursuant to the said Notice, Second Party, among others, submitted its technical and financial bid. The selection committee of the ITPO, after evaluating all bids, recommended for selection of the Second Party for the operation and management of the said Parking Lot

(E) The Parties wish to record their understanding in this Agreement which shall govern their relationship and other mutual arrangements between the Parties. NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, representations, conditions and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties record their agreement as follows:

**1. Definitions and Interpretations**

1.1 Definitions

"Agreement" shall mean this Agreement including any and all schedules, annexure and exhibits attached hereto and any subsequent amendments made in accordance with the provisions of this Agreement.

"Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation rules, regulations and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities, as may be in force and effect during the subsistence of this Agreement.



“Parking Lot” means parking area opposite Gate No. 1, near Bhairon Mandir, Pragati Maidan, New Delhi. The Layout Plan of the Parking Lot has been annexed herewith as Annexure I to this Agreement.

## **1.2. Interpretation**

1.2.1 The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the contents thereof and shall not be used to interpret the provisions of this Agreement;

1.2.2 The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any Person or Persons or circumstances except as the context otherwise permits;

1.2.3 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 or Clause of this Agreement. The terms “Clause” or “Sub-Clause” mean and refer to the “Clause” or “Sub-Clause” of this Agreement so specified;

## **2. APPOINTMENT AND SCOPE OF WORK**

**Upon the terms and subject to the conditions of this Agreement, Second Party shall provide services to ITPO in the following manner and to the following extent:**

2.1 Second Party is hereby appointed by ITPO and Second Party accepts the appointment to render the services and performance of its obligations in accordance with the terms and conditions this Agreement.

2.2 During the term of this Agreement, Second Party shall be responsible for management and operation of the Parking lot in accordance with the terms and conditions of this Agreement.

2.3 Second Party shall use the Parking Lot only for the bonafide use for the parking of vehicles and not for any other purpose. No extra area of the land shall be occupied by the Second Party. In case of any unauthorized occupation of the land other than the Parking Lot, ITPO shall have a right to terminate this Agreement forthwith.

2.4 Subject to the terms and conditions mentioned in clause 4, Second Party shall ensure the safety and security of the Parking Lot and all the personnel employed for the aforesaid purpose. In case of any theft or damage to any vehicle parked in the Parking Lot, the Second Party shall be responsible for the same and ITPO shall not be responsible for the same in any manner whatsoever.

2.5 Second Party shall keep accurate and complete records of operating data and activity.

2.6 Second Party shall be responsible to make its own arrangements for watch and ward of the vehicles parked at the Parking Lot and ITPO will not be responsible for any damage to the vehicles parked at the Parking Lot.

2.7 Second Party shall provide token(s)/printed ticket(s) and other equipments to the personnel employed at the Parking Lot required to perform their obligations as mentioned in this Agreement. The Second Party shall not charge more than the parking rates/fee (as mentioned in Annexure II of this Agreement) for the parking of the vehicles at the Parking Lot. In case, Second Party charges more than the parking rates/fee mentioned in Annexure II to this Agreement, then ITPO shall have a right to terminate this Agreement.

2.8 Second Party shall be responsible for the safety and security of the electrical poles, fitting and fixtures including cables at the Parking Lot in case any of these items found damaged, the Second Party shall be responsible to make it good at its own cost and expense

2.9 Second Party, at its own cost and expense, shall be responsible for the cleanliness and maintenance of the Parking Lot up to the satisfaction of ITPO.

2.10 ITPO's vehicles/exhibitors' vehicles will have priority of parking.

### **3. PERSONNEL EMPLOYED AT THE PARKING LOT**

3.1 Second Party shall ensure and be responsible for the following at the time of employment of its personnel at the Parking Lot:

(i) Before deputing the Personnel at the Parking Lot, Second Party shall conduct background investigation (identity verification and criminal history check) of each personnel and provide a copy of the background investigation report to ITPO.

(ii) Second Party shall not depute any personnel at the Parking Lot whose identity could not be verified or who has a criminal history or who was dismissed from the previous employment on the ground of indiscipline/behavior.

(iii) Second Party shall, upon request of ITPO, furnish such reports and information as required by ITPO. If ITPO receives any unsuitable report regarding Second Party's personnel employed at the Parking Lot, the person will be immediately removed from the Parking lot and shall be replaced with other personnel to the satisfaction of ITPO.

(iv) Personnel employed by Second Party at the Parking Lot shall conform to such rules and regulations and shall perform such other duties as may be instructed and issued by ITPO from time to time.

(v) All Personnel employed by the Second Party at the Parking Lot shall be dressed in proper and clean uniforms with their name printed on their shirts.

(vi) Second Party will supply to all its personnel, at its own cost and expense, all equipments, including but not limited to torches, batteries and other equipments as is mutually agreed upon between the Parties.

3.2 Second Party hereby agree and acknowledge that all the employees/persons employed at the Parking lot are employees of the Second Party and not ITPO and ITPO shall have no obligations towards such persons and Second Party shall keep ITPO indemnified against all claims loss or damage brought to or suffered on this account.

3.3 Second Party shall obtain all permits, approvals and Licenses required under the Applicable Laws, if any, necessary to give effect to this Agreement. This Agreement constitutes a legal, valid and binding agreement/ obligation of the Second Party enforceable in accordance with its terms and conditions. Second Party shall comply, including but not limited to the following statutory Laws, Rules, Regulations and Statutory obligations of Government of India, Government of Delhi and other statutory bodies, for performance of its obligations under this Agreement:

- (i) The Payment of Wages Act / Rules 1936
- (ii) Employees Provident Fund Act / Rules 1952 & EPF 1995,
- (iii) The Contract Labour (Regulation & Abolition )Act / Rules 1970
- (iv) Workmen's Compensation Act / Rules 1923,
- (v) Motor Vehicle Act / Rules 1988
- (vi) Minimum Wages Act / Rules 1923,
- (vii) Employees State Insurance Act/Rules,
- (viii) Any other Act / Rule / Regulation imposed by the Central Government, State Government, municipality, Notified Area Council or Gram Panchayat during the execution of contract shall also be applicable.

Second Party indemnifies ITPO against any action, loss or damage due to non compliance of any of the statutory obligation, for which Second party shall solely be responsible/ liable. In case of failure on the part of Second Party to comply with the provisions of any of the above mentioned Act / Rule / regulation and amendments thereof, ITPO shall have the right to deduct the amount and/or retain some amount, as deemed fit till Second Party complies with the provisions.

3.4 Second Party shall employ requisite number of personnel for carrying out the services at the parking Lot. Second Party shall take proper insurance to cover accident / death and payment of compensation under Workmen Compensation Act. ITPO shall have no obligations towards such persons and Second Party shall keep ITPO indemnified against all claims loss or damage brought to or suffered on this account.

**4. CHARGES**

4.1 Second Party shall pay an amount of Rs. ----- to ITPO by way of Demand Draft, at the time of signing of this Agreement towards permission granted by ITPO to the Second Party to operate the Parking Lot for the period from -----

4.2 **Service tax, TCS or any other tax as applicable shall be paid by the Second Party to ITPO in addition to the Bid amount.**

**5. SECURITY DEPOSIT**

The Second Party shall, on or before signing of this Agreement, deposit and keep deposited with ITPO a bank guarantee for a **sum of 5%** of bid amount which the Licensor shall hold as interest free Security Deposit (hereinafter referred to as the "Security Deposit") for due, satisfactory and complete performance of all the terms and conditions of this Agreement. The Security Deposit may be refunded by ITPO to the Second Party after the termination of this Agreement, after adjusting claims, expenses and/or damages suffered by ITPO and on submission of certified copies of Challans for the allotment period.

**6. Warranties, Representations and Covenants**

Second Party hereby assures, represent, warrant and covenant with ITPO that:-

6.1 Second Party has full right, power and authority necessary to enter into, deliver and perform its obligations under this Agreement.

6.2 The execution, delivery and performance by the Second Party of this Agreement has been duly authorized, besides the Second Party has obtained other approvals, if any, necessary to give effect to the above. This Agreement constitutes a legal, valid and binding agreement/ obligation of the Second Party, enforceable in accordance with its terms.

6.3 The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby, will not (a) require the consent of any third party,

(b) violate or result in a breach under any agreement, statute, regulation, rule, order, judgment, decree or other legal requirement applicable to the Second Party, and (c) constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or other applicable law for the protection of debtors or creditors.

6.4 Second Party shall perform the services in a manner compliant with prudent professional practices, Applicable Laws, and applicable procedures and safety requirements.

6.5 Parking Lot shall be used for the bonafide use for the parking of vehicles and not for any other purpose. No extra area of the land shall be occupied by the Second Party. In case of any unauthorized occupation of the land other than the Parking Lot, ITPO shall have a right to terminate this Agreement.

6.6 No interest of any kind whatsoever whether by way of tenancy, lease, sub-lease or otherwise is being created in favour of the Second Party in the said Parking Lot or any part thereof.

6.7 Second Party shall not sublet full or any part of the Parking Lot to any other person and shall not be allowed to undertake any kind of auto repairs/cycle repair in the Parking Lot.

6.8 Parking Lot shall at all times be under the control and supervision of ITPO. ITPO shall retain possession of the said Parking Lot and shall have the right to direct the mode and manner of the said use of the said Parking Lot. Further, ITPO shall at all times retain free and unobstructed right of ingress and egress to the Parking Lot including, without limitation, access for inspection and to carry out repairs, alterations and additions at all reasonable time with prior appointment.

6.9 Second Party will not carry out any construction and/or alteration or addition in the said parking Lot without prior written approval from ITPO.

6.10 There is no action, suit, proceeding or investigation pending or threatened against the Second Party which questions the validity of this Agreement or the right of the Second Party to enter into this Agreement, or to perform its obligations contemplated hereby.

6.11 Second Party shall not undertake any activity in the Parking Lot except the activities specifically covered under this Agreement.

6.12 Second Party shall immediately handover the possession of the said Parking Lot to ----- or at the time of termination of this Agreement, whichever is earlier.

6.13 Second Party shall abide, observe and follow all the terms and conditions of this Agreement including, without limitation, Terms and Conditions of the Tender issued by the ITPO, the conditions stated in the Award Letter and any other rules and regulations issued by ITPO from time to time.

6.14 Second Party hereby agrees to indemnify, defend and hold ITPO harmless from and against all liabilities, obligations, losses, expenses, costs, claims and damages asserted against, imposed upon or incurred by ITPO by reason of or resulting from any breach or inaccuracy of any representation, warranty or covenant of the Sellers set forth in this Agreement or any other breach of this Agreement by the Second Party. The indemnification rights of the ITPO under this clause is independent of, and in addition to, such rights and remedies as ITPO may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

## **7. Term and Termination**

7.1 The present agreement shall be operative and in force for a period from 1/4/2014 to 31/3/2015.

7.2 ITPO shall have the right to terminate this Agreement by giving thirty (30) days prior written notice to the Second Party without assigning any reason to the Second Party.

7.3 In the event, the land of the said Parking Lot is required or taken from ITPO by any Government Authority including forest department under any Applicable Laws, then in that case the said Agreement shall automatically stand terminated and Second Party have no right to claim any damages, cost or expenses etc. from ITPO in any manner.

7.4 In the following events, ITPO shall have the right to terminate this Agreement with immediate effect without notice. These events shall be deemed non-curable and ITPO shall not be required to give any notice to the Second Party of default with respect thereto:

(a) Second Party is in Material Breach of its obligations under this Agreement and, in the case of such breaches capable of being remedied, fails to remedy that breach within seven days of receiving notice of such breach from ITPO (such notice to specify that it is given under this Article); or

(b) Second Party or its personnel/ representative/ affiliate takes any action which leads to or which has the potential to adversely affect the reputation or goodwill of ITPO, its affiliates, associates, promoters, directors and key personnel;

(d) Second Party fails to obtain, renew or maintain any license, registration, or approval required by law in connection with the execution of the obligations under this Agreement, or if any such license, approval or registration shall be revoked, suspended, terminated, or shall otherwise expire.

(f) In case of over charging of the parking rates/fee (as mentioned in Annexure II of this Agreement) by the Second Party.

(e) if Second Party violates any Applicable Law or regulation.

7.5 Termination of this Agreement under any of the clauses 7.2 to 7.4 above or its expiration shall deem to have resulted in the termination of the entire Agreement and the following consequences shall follow:

(i) ITPO will be entitled to encash the Bank Guarantee deposited by the Second Party by way of Security Deposit with ITPO.

(ii) Second Party shall handover the Parking Lot immediately to the ITPO without any demur or protest.

(iii) ITPO shall have powers to engage other contractors for the remaining period of the Agreement and shall have the right to recover from the Second Party the excess expenditure, if any, incurred by ITPO for fulfilling the obligations of the Second Party under this Agreement.

7.5 Termination of this Agreement shall not affect the rights, liabilities and obligations accrued before the termination of this Agreement including, without limitation, liability for losses or damages suffered by ITPO owing to breach of this Agreement by the Second Party.

**8. Dispute resolution**

The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement ("Difference") promptly by negotiation between the Parties. In the event the Parties fails to settle/resolve the disputes amicably within 30 days, then the same shall be referred to and settled by a sole Arbitrator to be appointed by CMD, ITPO. The Arbitration proceedings shall be conducted at New Delhi, India in English Language in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time. The arbitration award shall be final and binding on the Parties.

**9. Governing Law**

This Agreement being signed at Delhi shall be governed by and construed in accordance with the laws of India. The Courts at Delhi shall have the exclusive jurisdiction to determine any question, issue, dispute or claim between the parties including any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time.

**10 Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction or any other authority (including the Arbitrator appointed under clause 8 hereof) to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

-18-

**11. Non-Assignability**

Second Party shall not be entitled to assign or transfer all or any of its rights and/ or obligations under this Agreement, in any manner whatsoever without the written consent of ITPO. Any assignment of this Agreement by the Second Party may not abridge the rights of ITPO under this Agreement. It is clarified that any change in the ownership, control or management of the Second Party shall be deemed to be Assignment for the purposes of this Agreement.

**12. Waiver**

The waiver by ITPO of a breach of violation of any provision of this Agreement by the Second Party, shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

**13. Entire Agreement**

This Agreement contains the entire and only agreement between the parties hereto and cancels and supersedes all pre-existing proposals, agreements, and/or understandings between the parties respecting the subjected matter hereof, and any representation, promise, or condition in connection therewith not incorporated herein is canceled and shall not be binding upon either party. This Agreement may not be released, discharged, abandoned, changed, modified, amended, or renewed in any manner, except by written agreement signed by both parties.

**14. Notices**

Any notice required or permitted to be given hereunder shall be in writing and may be given by registered airmail, facsimile transmission or cable to the following address:

- (a) India Trade Promotion Organization  
Pragati Bhawan,  
Pragati Maidan,  
New Delhi – 110 001
- (b) M/S-----

IN WITENESS WEREOF the parties hereto have set their seal and hand on the day and year first written herein above

India Trade Promotion Organization

Through its \_\_\_\_\_

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

duly authorized by its Board resolution dated \_\_\_\_\_ at \_\_\_\_\_.

Signed and delivered by

Second Party

Through its \_\_\_\_\_

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

Duly authorized by its Board resolution dated \_\_\_\_\_ at \_\_\_\_\_.

IN THE PRESENCE OF:

1.

Signature:

Name:

Address:

2.

Signature:

Name:

Address:



