



DELHI DEVELOPMENT AUTHORITY

TENDER DOCUMENT FOR E-AUCTION OF CAFÉ BAMBOO OASIS AT BAANSERA, SARAI KALE KHAN ON LICENSE FEE

(Complete offer document is available on e-auction website <https://ddaland.etender.sbi> and DDA website www.dda.gov.in. Corrigendum, if any, shall only be available on above websites.)

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SCHEDULE OF BIDDING PROCESS

E-AUCTION OF CAFÉ BAMBOO OASIS AT BAANSERA, SARAI KALE KHAN

ON LICENSE FEE BASIS

1.	Issue of Notice for e-auction	19.01.2024
2.	Registration Starts	22.01.2024
3.	Help Desk operational for information on e-auction	22.01.2024
4.	Last date of Online Registration for participating in e-auction on https://ddaland.etender.sbi	17.02.2024 (Till 06:00 PM)
5.	Last Date of submission of Technical Proposal and online EMD	17.02.2024 (Till 06:00 PM)
6.	Date of online bidding (only among technical qualified bidders)	20.02.2024 (10:00 AM to 01:00 PM)

(Any changes in above schedule will be notified only on DDA website www.dda.gov.in and e-auction website <https://ddaland.etender.sbi>)


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DISCLAIMER

The information contained in this e-auction document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Delhi Development Authority (DDA in short) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-auction document and such other terms and conditions subject to which such information is provided.

This e-auction document is not an agreement and is neither an offer nor invitation by DDA to the prospective Applicants or any other person. The purpose of this e-auction document is to provide interested parties with information that may be useful to them in the formulation of their application for expressing their interest pursuant to this e-auction (the "Application"). This e-auction document includes statements, which reflect various assumptions and assessments arrived at by DDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-auction document may not be appropriate for all persons, and it is not possible for DDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-auction document. The assumptions, assessments, statements and information contained in this e-auction document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-auction document and obtain independent advice from appropriate sources.

Information provided in this e-auction document to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this e-auction document.

DDA also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any Applicant upon the statements contained in this e-auction document. DDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-auction document.


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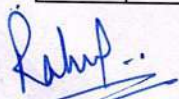
1. INTRODUCTION

- 1.1. Delhi Development Authority (DDA) will provide space on "As is where is" basis, on annual License fee, for operationalization of Café Bamboo Oasis at Baansera, Sarai Kale Khan. The details are as under:

Name of Facility / Location	Café Bamboo Oasis at Baansera, Sarai Kale Khan
Total Built-up Area (sqm)	250
Total Open Area (sqm)	1112
Total Area (sqm)	1362
Reserve Price (For e-auction) (In ₹)	83,64,368/- Rupees Eighty Three Lakh Sixty Four Thousand Three Hundred And Sixty Eight Only

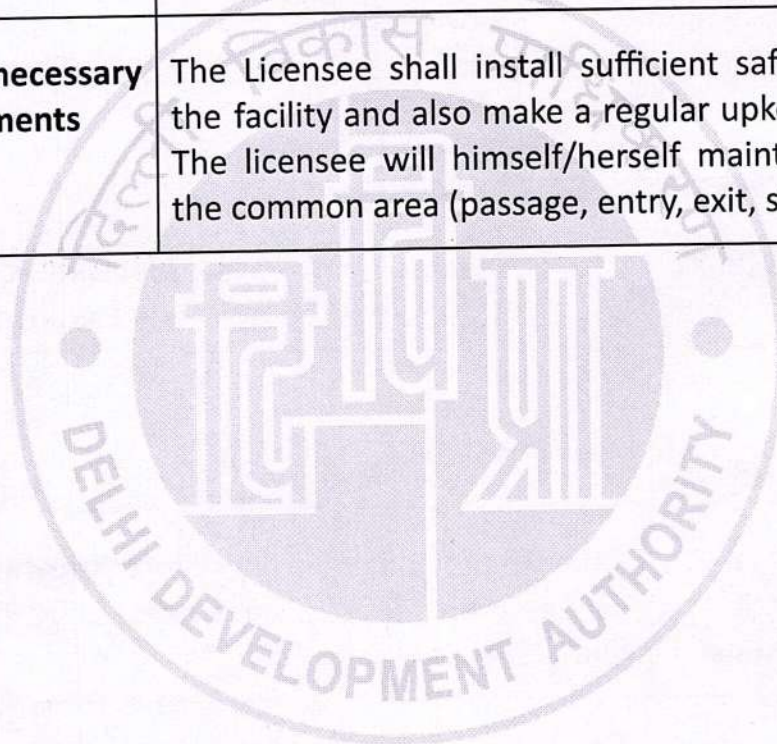
- 1.2. The Café will have the following facilities:

a.	Variety of Food & Beverage Items	Café will provide cooked as well as pre-cooked food, tea, coffee, non-alcoholic beverages, refreshments, baked items, snacks etc.
b.	Adequate Infrastructure	DDA will provide space on "As is where is" basis, free from all encumbrances to the Licensee on annual License fee excluding goods and service tax (GST). The licensee will have to create requisite infrastructure and equipment for preparation of food and its distribution / serving at their own cost. Such infrastructure for preparation and distribution of services should be suitable for ensuring satisfactory


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		<p>services and handling of food under hygienic conditions.</p> <p>Licensee will arrange all machinery & plants as well as equipment so required for the preparation of food and beverages, complete fit-outs and fixtures in the sitting /standing area and its maintenance and upkeep etc.</p>
c.	Dealing with licensee Only	<p>DDA will enter into an agreement only with the Licensee who will be responsible for fulfillment of all License conditions. DDA shall not enter into any agreement or deal in any manner with any of the service provider(s).</p>
d.	Other necessary arrangements	<p>The Licensee shall install sufficient safety measures at the facility and also make a regular upkeep of the same. The licensee will himself/herself maintain and operate the common area (passage, entry, exit, staircase etc.).</p>




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2. PERIOD OF LICENSE & PAYMENT OF LICENSE FEE:

a.	Tenure of License	Initial License term will be of 05 years, extendable up to maximum 15 years in total, i.e., the license will be extendable for further two terms of 05 years each with the mutual agreement between Licensee and Licensor. The License period will start from the date of the physical possession of the site.
b.	Payment of License Fee	The payment shall be made quarterly by the Licensee on or before the 10th of first month of the quarter in advance after possession of the site. Further, the annual License fee will be enhanced for every year by 5% of the preceding year annual License fee.


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3. ELIGIBILITY

Any Firm/Individual/Agency can bid for, and participate in the bidding process. Only those Firm(s) / Individual(s) / Agency(ies) who possess a valid license from concerned food department for preparation & serving food items, with a minimum annual average turnover of Rs. 02 Cr during the last consecutive five financial years through Food and Beverages (F&B) Service alone and having an experience of minimum 05 years in the field of providing F&B Service shall be eligible to participate in the bid process. The bidders should also have valid registration with Sales Tax/VAT/GST & Income Tax authorities. The interested participants have to submit a Technical Proposal (**Annexure-1**) through email only (ddlpcdda@gmail.com). No physical proposal will be entertained by DDA. The eligible bidders will be informed through email only.

3.1. DISQUALIFICATIONS:

- 3.1.1. Any Firm/Individual/Agency which has been blacklisted in the past (hereinafter referred to as defaulting firm), including any firm/agency in which any of defaulting firm's/agency's Partner/Proprietor/ Director/Member is a promoter shall not be eligible for participating in the e-auction. If the defaulting firm subsequently changes the character / style / nomenclature / composition of the firm, even then, it will not be eligible. The bidder shall be required to furnish an undertaking to this effect along with the technical proposal (**Annexure-2**).
- 3.1.2. A party who is liable to be disqualified or ineligible to participate in the e-auction according to the aforesaid conditions shall not be expected to offer the bid in the name of its associate concern/ subsidiaries/principals/ front. The Competent Authority may declare such bid disqualified on this ground, if he is of the opinion


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that the said bidder is acting in collusion with and for the benefit of any other party who would have been disqualified to participate in bid on its own.

- 3.1.3.** Any Firm/Individual/Agency having pending dues of DDA will not be eligible for allotment of Café. The bidder shall be required to furnish an undertaking to this effect along with the technical proposal **(Annexure-2)**.




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4. GENERAL INSTRUCTIONS TO BIDDERS/ PROSPECTIVE BIDDERS

- 4.1.** Only registered bidders, who are eligible and have paid Earnest Money Deposit (EMD) online, will be able to participate in the e-auction.
- 4.2. Format and Signing of Proposal:** Bidders would provide all the information as per this E-Auction Document and in the specified formats. Bidders participating through a company are required to disclose their Promoter-ship or Directorship in any other company, if any.
- 4.3. Proposal Preparation Cost:** The Bidder shall be responsible for all the costs associated with the preparation of his proposal and participation in the bidding process. DDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
- 4.4. Language and Currency:** The Proposal and all related correspondence and documents shall be written in the English language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- 4.5. E-Auction related Documents:** The bidders may download e-Auction Documents from DDA website www.dda.gov.in or e-auction website <https://ddaland.etender.sbi> free of cost. Corrigendum, if any, may also be downloaded from the same.
- 4.6. Validity of Proposal:** The Proposal shall remain valid for a period of 180 days from the date of e-bidding. Prior to expiry of the original Proposal Validity Period, DDA may request the Bidders to extend the period of validity for a specified additional period. The Bidder may refuse the request without forfeiting its Bid Security. The Bidder who agrees to such a request will not be allowed to modify its Proposal, but would be required to extend the validity of its EMD for the period of extension. The


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Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Service Agreement.

- 4.7. Clarifications:** To assist in the process of evaluation of Proposals, DDA may, at its sole discretion, ask any Bidder for clarification on his/her Proposal. The request for clarification and the response shall be in writing or by E-mail. No change in the substance of the Proposal would be permitted by way of such clarifications.
- 4.8. Amendment of E-Auction Document:** At any time prior to the proposed Due Date, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the E-Auction Document. Any modification thus issued will be informed to all the prospective bidders as Corrigendum by notifying on DDA website as well as e-auction website. Such modification will be binding upon all bidders participating in the E-Auction process. It shall be the sole responsibility of the bidder to regularly visit both the websites mentioned in the tender document for information regarding modifications/corrigendum.
- 4.9. Confidentiality:** Information relating to the e-auction process shall not be disclosed to any person not officially concerned with the process. DDA will treat all information submitted as part of Proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.
- 4.10. DDA's Right to Accept or Reject Proposal:** DDA reserves the right to accept or reject any or all of the Proposals/e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding


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process, at any time prior to award of Project, without any liability or obligation for such acceptance, rejection or annulment.

4.11. Force Majeure: The bidders shall not be responsible for failure or delay in performing their obligations due to force majeure, which shall include natural calamities including epidemic, lightning, earthquake, flood, storm, or other unusual or extreme adverse weather or environmental conditions. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party i.e. DDA. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the affected party's performance of its obligations and the measures which the affected party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure, subject to concurrence of the competent authority.

4.12. Disputes: In case of any dispute, only Local Courts in Delhi shall have jurisdiction.


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5. E-AUCTION DETAILS FOR PRESENT PROJECT

5.1. Prospective bidders shall ensure the following before participating in e-auction:

- 5.1.1. Participants have to get themselves registered on the e-auction portal i.e. <https://ddaland.etender.sbi> by making online payment for Rs. 2000/- + GST (18%). Help is provided to the prospective bidders for registration at DDA Help Desk, Vikas Sadan, INA, New Delhi and Support Desk : 022-22811110 / 07968136848 / 07968136849 / 07968136806, Email id - etender.support@sbi.co.in.
- 5.1.2. Participants shall possess a valid Class III Digital Signature Certificate (DSC) issued by any of the certifying authorities. Assistance is available to potential bidders for obtaining digital signatures at the help desks specified in clause 5.1.1 above.
- 5.1.3. Participants shall safely keep their User ID and password, which will be issued by the online service provider upon registration, and which is necessary for e-bidding.
- 5.1.4. Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
- 5.1.5. Bidders are advised to promptly change the password upon receiving it from the e-auctioning portal.
- 5.2. **First Stage EMD:** In order to participate in the Bidding Process, eligible bidders are required to make an online payment amounting to 5% of the Reserve Price, as mentioned in para 1.1, as the First Stage Earnest Money Deposit (EMD). This payment should be made through the e-payment gateway of the e-auction portal.

5.3. Online bids:


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- 5.3.1. The bidders are required to quote for the yearly licence fee over and above the reserve price mentioned in the para 1.1.
- 5.3.2. E-auction will start and end as per schedule mentioned in the tender document. The bid for e-auction shall start with a minimum one increment above the Reserve Annual License Fee. Increment of rate in e-auction shall be Rs. 50,000/- (minimum increment value) or multiple thereof, with a maximum increment of rate of Rs. 5,00,000/-.
- 5.3.3. Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatever reason.
- 5.3.4. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him/her (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the DDA/Service provider. Hence bidders are cautioned to be careful to check the bid amount, and alter/rectify their bid if required, before confirming the bid submitted.
- 5.4. **Time Extension:** If any market leading bid (bid higher than the highest at the point in time) is received within the last 10 minutes of closing time, the time of auction will get automatically extended by another 10 minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended 10 minutes, the auction will be automatically closed at the expiry of the extended 10 minutes and the highest bidder will become H1 bidder.
- 5.5. **Assistance Booth for the prospective Bidders:** For facility of the prospective bidders, a Helpdesk has been set up at Nagrik Suvidha Kendra, DDA Office, D-Block, Vikas Sadan, INA, New Delhi-23 and and Support Desk : 022-22811110 / 07968136848 / 07968136849 / 07968136806, Email id - etender.support@sbi.co.in.


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Prospective bidders can get the required information for the e-auctioning process during working hours.

5.6. Note of caution for the Bidders:

5.6.1. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.

5.6.2. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the E-Auction. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the E-Auction shall be at Bidder's own risk and may be liable for rejection.

5.7. Unconditional Bids: Bidders may note that DDA will not entertain any deviations from the E-Auction Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the E-Auction Document with all its contents including the Draft Service Agreement (**Annexure-4**). Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

5.8. REJECTION OF BIDS: DDA reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The


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DDA may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- 5.8.1. Made misleading or false representations in the E-Auction reply or documents in support of mandatory criteria.
- 5.8.2. Submitted a proposal online that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their participation in the e-Auction shall not be considered.
- 5.8.3. Failed to provide clarifications related thereto, when sought;
- 5.8.4. Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of their bid.
- 5.8.5. Any superfluous documents/document not related to the mandatory criteria, which is purported to be related to mandatory criteria, may result in summary rejection of bid. All participating bidders are clearly instructed to attach only those documents which are relevant to the mandatory criteria as specified in the E-Auction document and not any other work.
- 5.8.6. Any bidder(s) found indulging in malicious campaign or disinformation campaign against the present scheme of e-auction including the properties being put to e-auction, either directly or through third parties shall be liable for rejection of bid and other legal actions as per law. Such bidders may also be blacklisted by the DDA.


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5.8.7. Any Firm/Individual/Agency falling under the following category is not eligible to participate in the e-auction:

- a. Debarred/black listed by DDA or any other Department or Statutory or Autonomous Body of Govt. of India, State or Union Territory, including GNCTD.
- b. Any Firm/Individual/Agency who or which has been ordered by a Court of Law to pay any outstanding dues of DDA but not made the payment.
- c. If the entity participating is a Private or Public Limited Company, Partnership Firm or Sole Proprietor and any of the Directors/ Partners/Sole Proprietor of such company or firm is also a Director of any other company or partner of a concern or a Sole Proprietor having business with DDA and has outstanding dues payable to the Authority.

5.9. **Bidder's Responsibility:** The following due diligence/deliberation is the sole responsibility of the bidder:

- 5.9.1. The Bidder may carry out field visits to assess the site offered on licence at any time at its own cost.
- 5.9.2. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of E-Auction Document will be at the Bidder's own risk.
- 5.9.3. It would be deemed that prior to the bidding and submission of Proposal, the Bidder has:
 - a. Made a complete and careful examination of requirements, and other information set forth in this E-Auction Document;
 - b. Received all such relevant information as it has requested from DDA; and


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- c. Made a complete and careful examination of the various aspects of the Project that might affect the Bidder's performance under the terms of this E-Auction Document.
- d. Perused the Tender document as well as corrigendum, if any, carefully.
- e. DDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.




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6. FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES

- 6.1. **First Stage Earnest Money Deposit (1st Stage EMD):** Every bidder is required to make online payment equivalent to 5% of the Reserved Annual Licence Fee as First Stage Earnest Money Deposit through e-payment gateway of e-auction portal, to be eligible for participation in the e-Auction.
- 6.2. **Security Deposit:** That the selected bidder shall deposit six months licence fee as security deposit, i.e., half the amount of his H1 bid, minus the first stage EMD, within 15 days from the date of issuance of LOI. The security deposit paid by the bidder will be refunded after the time of completion of the licence period subject to payment of all the dues by the bidder. **Consequence of Failure to deposit security deposit:** If the successful bidder fails to make the payment of security deposit within the time prescribed, his/her bid will be cancelled and 1st stage EMD shall be forfeited.
- 6.3. **Payment of Licence Fee:** The payment of licence fee shall be made quarterly by the licensee in advance, on or before the 10th of first month of the quarter after possession of the site. The Security deposit will not be adjusted against the licence fee. GST as applicable shall be paid over and above the licence fee by the licensee. In case of failure to deposit the licence fee in time, interest @ 15% p.a. will be leviable. In case of delay up to 15 days in a calendar month, interest shall be payable for 15 days and for delay of more than 15 days in the month, interest shall be payable for the whole month. Further in case the licence fee along with the interest due is not paid within 90 days of the due date, the security deposit will be encashed by the DDA to recover its dues, and licence shall be liable to be cancelled.


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- 6.4. Notifications:** DDA will inform the Successful Bidder online through e-mail as provided by the bidder through the service provider agency.
- 6.5.** After the completion of e-auction, which will be through e-auction portal, all further actions such as issuance of Letter of Intent, further payments of License fee, Security Deposit, Possession Letter, etc. will be through BHOOMI portal (<https://eservices.dda.org.in/user>). User Manual of Bhoomi Portal is available on BHOOMI Portal. In order to access the BHOOMI portal, the H1 bidder shall register on the said portal separately. It is advised that the H1 bidder registers on the BHOOMI portal immediately upon conclusion of the e-auction. DDA shall not bear any liability in respect of any failure of the H1 bidder on account of not registering or not accessing BHOOMI portal after conclusion of the e-auction.
- 6.6. Letter Of Intent (LOI):** The LOI shall, upon its issuance, be uploaded on BHOOMI Portal only, after acceptance of the H1 bid by the Competent Authority. Further, it is clarified that no formal LOI shall be issued through either offline mode or through e-auction Portal i.e. <https://ddaland.etender.sbi>, or through email. LOI shall be accessed by the H1 bidder on BHOOMI portal only. However, intimation of issuance of LOI will be communicated to the H1 bidder through system generated email ddaeauction@dda.org.in whose bid has been accepted by the Competent Authority. Therefore, the bidder shall check his registered email account to access the aforesaid intimation. Further, the bidder is also requested to check the spam folder of the registered email provided by him. DDA will not be responsible in any manner, in whatsoever, on account of any email not accessed by the H1 bidder.
- 6.7. Acceptance Letter:** The acceptance letter will be issued by DDA after receipt of security deposit and verification of the same. Upon its issuance the acceptance


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letter shall be uploaded by DDA on BHOOMI Portal. No acceptance letter shall be issued through either offline mode or through e-auction Portal i.e. <https://ddaland.etender.sbi> or through email. Acceptance letter shall be accessed by the H1 bidder on BHOOMI portal only. However, intimation of issuance of acceptance letter will be communicated to the H1 bidder through system generated email ddaeuction@dda.gov.in. Therefore, the bidder shall check his registered email account to access the aforesaid intimation. Further, the bidder is also requested to check the spam folder of the registered email provided by him. DDA will not be responsible in any manner, in whatsoever, on account of any email not accessed by the H1 bidder.

After issuance of the Acceptance Letter, the following documents are required to be submitted within 07 days on Bhoomi Portal for physical possession of Cafe:

- 6.7.1. The terms and conditions of e-auction and License Deed (form-D of Nazul Rules 1981) duly typed on a Non-Judicial stamp paper worth Rs. 100/- (each) signed by the successful Bidder and duly attested by Notary Public.
- 6.7.2. Specimen signature of successful Bidder if an individual, of all the partners if the successful Bidder is Partnership Firm or the person authorized by the Company through Resolution passed by the Board of Directors to enter into contract, and take physical possession, in case the successful bidder is a company, as the case may be, duly attested by Notary Public.
- 6.7.3. Passport size photograph duly attested by Notary Public.
- 6.7.4. Proof of identification issued by Government of India.
- 6.7.5. Copy of Board of Resolution, in case of authorized signatory.



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6.7.6. Certificate of incorporation and Memorandum of Association in case of firm / Company.

6.7.7. Copy of Partnership Deed, in case of a firm is a Partnership Firm.

6.7.8. Any other required document required through the BHOOMI Portal.

6.8. Physical Possession of the site: The Site will be handed over for operationalization after receipt and verification of the EMD, signed proposal, Security Deposit, and all the required documents through BHOOMI Portal. A letter for handing over the physical possession will be issued through BHOOMI Portal.

6.9. Possession Letter: The letter for handing over the physical possession will be issued and upon its issuance, will be uploaded on BHOOMI Portal and shall not be issued through either offline mode or through e-auction Portal i.e. <https://ddaland.etender.sbi>, or through email. The letter for handing over the physical possession shall be accessed by the H1 bidder on BHOOMI portal only. However, intimation of its issuance will be communicated to the H1 bidder through system generated email ddaeauction@dda.gov.in. Therefore, the bidder shall check his registered email account to access the aforesaid intimation. Further, the bidder is also requested to check the spam folder of the registered email provided by him. DDA will not be responsible in any manner, in whatsoever, on account of any email not accessed by the H1 bidder.

6.10. The successful bidder will be required to take over the physical possession from concerned Engineering/Horticulture Division within 30 days from the date of issuance of letter of handing over the physical possession, failing which the license shall stand cancelled and the Earnest Money (EMD) deposited shall stand forfeited without any notice.


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- 6.11. For taking over the possession, the bidder is required to carry a copy of Possession Letter, a valid identity proof in original, their registered mobile number and inform the OTP received on their phone number to the official of concerned Engineering/Horticulture Division for verification.
- 6.12. After verification of the bidder through OTP, the concerned official of the Engineering/Horticulture division will hand over the physical possession of the site and provide a copy of Site Possession Slip and Site Plan to the H1 bidder. The H1 bidder is required to upload a scanned copy of the same on BHOOMI Portal.
- 6.13. **Agreement:** A License agreement would be executed with the H1 bidder. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be amended, if possible, so as to conform to law and if amendment is not possible, that part of the Agreement shall be deleted and the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act/rules/regulations/bye-laws hereafter made and shall have an arbitration clause in the agreement. The e-Auction document and outcomes of negotiations, if any, with the selected bidder shall form a part of the agreement.
- 6.14. **Renewal of License:**
- 6.14.1. Initial License term will be of 05 years from the date of handing over the possession of the site. The license term may be extended by two further terms of 05 years each. The total term of the license, including the two extended terms, shall not exceed a maximum period of 15 years.


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- 6.14.2.** Extension of the term of license shall be subject to satisfactory performance of the licensee, of the terms & conditions provided in the license agreement and the decision of the licensor shall be final and binding in this regard, upon the licensee.
- 6.14.3.** In case, the licensee is willing to seek an extension of the term of the license, he shall submit a written request to the Dy. Director (LPC), DDA, at least 06 months before the expiry of the term of license.
- 6.14.4.** Upon approval of the request of the licensee for extension of the term of the license, by the Vice Chairman, DDA, the next term of the license shall commence on the first day of the next period of 05 years. Thus, the first extended term of the license will commence on the first day of the 6th year and the second extended term will commence on the first day of the 11th year.
- 6.14.5.** The extension of the term of the license shall also be subject to payment of the difference of the amount towards the security deposit calculated on the basis of enhanced annual license fee.
- 6.14.6.** In case a bidder does not seek renewal of the license for next term (another five years), he/she shall inform DDA in this regard in writing six months before the expiry of the term of license and upon the expiry of the license term, shall peacefully hand over the possession of the site.


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7. SPECIFIC TERMS & CONDITIONS:

- 7.1. The operational hours of running the Café will be in consonance with the visiting timings of Baansera park.
- 7.2. Day to Day maintenance and Housekeeping expenses will be borne by the licensee.
- 7.3. Electricity bill and water bill of all the fitting/fixtures in the entire premises including the parking area will be borne by the Licensee.
- 7.4. No change will be carried out in the layout of the license premises by way of any temporary or permanent structure/fixture/fittings.
- 7.5. **Usage Restrictions:** Licensee to strictly restrict / confine all its operations and activities (like storage of raw materials/ beverages etc., food preparation/ serving/ seating/ dining etc.) only in the area allocated by DDA.
- 7.6. **Maintenance and Repairs:** Licensee shall be responsible for maintenance and repair works of the area allocated by DDA as in original condition to the date of allotment. The maintenance and repair shall include:
- 7.6.1. Day to day cleaning and sanitization of the entire café consisting of walls, rolling shutters, café's wooden flooring, outdoor seating, stone & concrete flooring, kitchen area, toilets, service area, signage etc. with the suitable medium and procedure.
- 7.6.2. Maintenance/ replacement of the river stone pebbles in the stone flooring of the same stone (color, size, proportion, and quality).
- 7.6.3. Maintenance, litter clearing, de-weeding of all plant materials including trees, shrubs & grasses.
- 7.6.4. Maintenance & smooth running of toilets, kitchen MEP services and drain channel at the café' terrace.


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- 7.6.5. Maintenance / replacement of the non-working light fixtures (indoor and outdoor lights).
- 7.7. **Aesthetic Guidelines:** Licensee shall strictly conserve the overall aesthetics of the premises. The design/ color/ material/ lighting scheme to be intact as to the original scheme.
- 7.8. **Addition/Alterations to the Premises:** DDA's prior approval will be required for any additional/alterations work. The licensee has to get the approval of the Horticulture/ Landscape/ Planning or Engineering Department of the licensor and Building plans for necessary architectural controls before execution of any construction work. Once the license is over and the premises are taken back by DDA, that property shall remain with DDA and no extra charges will be paid to the agency.
- 7.9. **Waste Management:** Licensee shall be responsible for all type of waste management, conduct a regular checkup of the drainage etc. for smooth functioning of the café and there will not be any littering due to activities at café and same shall be responsible for the disposal of all types of waste to the locations identified by the Municipal Corporation. Licensee shall strictly abide by the "Solid Waste Management Rules, 2016 of Central Pollution Control Board (Ministry of Environment, Forest and Climate Change).
- 7.10. **Supply of toiletries etc.:** Licensee shall ensure adequate supply of sanitizers, hand wash in toilets etc.
- 7.11. **Traffic and Parking Considerations:** Licensee shall ensure smooth vehicular movement and parking for all the Café visitors. Licensee shall appoint a dedicated staff for the management of the same.


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- 7.12. Performance Standards:** Licensee shall comply with the "Indian Standard for FUNCTIONAL REQUIREMENTS OF HOTELS, RESTAURANTS AND OTHER FOOD SERVICE ESTABLISHMENTS (IS: 6074 - 1971)"
- 7.13. Compliance with Laws and Regulations:** Licensee shall comply with all the directions/ guidelines/ circulars issued by the Government and its regulatory bodies from time to time. Licensee shall be solely responsible for any misconduct of its employees /staff/ customers and independently blinded by the court of Law.
- 7.14. Marketing and Promotion:** Licensee shall not place any advertisement/ signage etc. within the Baansera park without the prior approval of DDA. Approval for the design, placement/ locations of advertisement/ signage etc. shall be strictly as approved by DDA.
- 7.15. Accessibility Compliance:** Licensee to ensure uninterrupted accessibility to all users. There should not be any hindrances to any access routes/ ramps etc.
- 7.16. Environmental Compliance & Sustainability Practices:** Licensee shall adhere to environmental regulations and sustainability standards. Use of biodegradable and eco-friendly items should be encouraged in the day to day running of the café.
- 7.17. Community Engagement & Cultural Sensitivity:** Licensee should participate in the community events and initiatives. Licensee should be sensitive towards diversity in the society and promote a healthy environment.
- 7.18. Servicing:** Licensee to ensure the confined movement of the servicing vehicle and cleanliness. Vehicle more than 10 ft. X 5 ft. size shall NOT be permitted to the loading/ unloading area.
- 7.19. Public Safety Measures & Crisis Management:** Licensee to ensure the proper safety of the visitors/ customers. All the lights should be functional in full capacity and


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safety measures like Caution Wet Floor Signs etc. to be used. Tie-up with nearby hospital(s)/ Police stations/ Fire services etc. can be done to counter any mishap in the premises.

- 7.20. Noise and Nuisance Control:** Licensee to ensure on the regulations regarding noise levels and measures to control potential disturbances to other visitors of the park.
- 7.21. Ethical Business Practices:** Licensee should show its commitment to ethical business practices, including fair employment practices and responsible sourcing of ingredients.
- 7.22. Public Health Standards:** Adherence to public health standards, including regular inspections to ensure food safety and hygiene.
- 7.23. Inspection rights:** DDA or any concerned agencies reserve the right to conduct any inspection to the premise without any prior notice.
- 7.24. Service Charges:** For the period of the license, the licensee shall also be liable to pay electricity charges, water charges, property tax and all other Government or municipal taxes, charges etc. connected with setting up and running of the cafe.
- 7.25. Termination:** DDA shall be at a liberty to revoke or terminate the license in case of violations of any of the conditions enumerated in these terms and conditions, where after the land and the construction thereon shall stand resumed and the limited right of the license to operate Café shall cease without any Demur.



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8. GENERAL TERMS & CONDITIONS:

- 8.1.** Change in the constitution/shareholding of the firm/agency to which the Licence is granted, will not be allowed during the licence period without the approval of the licensor.
- 8.2.** Within 07 days from the date of submission of security deposit, the Licencee shall execute an agreement with DDA on stamp paper of requisite value and shall bear all the expenses in connection with execution thereof.
- 8.3.** In the event of non-payment of electricity bill and water bill in time, the Licencee shall be liable to pay interest @ 18% per annum on the unpaid amount.
- 8.4.** The Licencee is liable to pay all Govt. Taxes applicable at the rates as levied by Govt. of India/GNCTD/ Local bodies, from time to time.
- 8.5.** The Licencee shall use the premises only for the purpose indicated in the Agreement and for no other purpose whatsoever.
- 8.6.** The Licensee shall not damage the license premises or any part thereof and in the event of any damage being caused by the Licensee or his employees or invitees or customers, the Authority shall be entitled to claim the damage and call upon the Licensee for replacement and reimbursement of cost thereof, which the Licensee shall undertake to pay forthwith, on demand. Further, the licensee is also liable for action including any prosecution under any relevant law or rules/regulations or court's judgments, as applicable.
- 8.7.** The Licensee shall comply with all prevailing labour laws/ Municipal laws & statutory requirements of other Central/ State Government organizations. In case of violations of any laws/ regulations of the statutory bodies, the Licensee will be solely responsible for the consequences arising out of such violations and shall



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indemnify the Delhi Development Authority on account of any liability in this regard.

- 8.8.** The Licensee shall take all precautions and safety measures for safety and security of its personnel employed/engaged/hired by the licensee and DDA will not in any way be responsible for any disability, either permanent or temporary or any injury, whatsoever, caused to any personnel employed/engaged/hired by the licensee for any work/services in the premises. The licensee shall indemnify the Delhi Development Authority on account of any liability in this regard.
- 8.9.** The Licensee shall remain solely and exclusively liable in respect of causes of action, claims, damages, compensation or cost, charges and shall indemnify the DDA in this regard. Expenses incurred by DDA arising out of any accident or injury or loss sustained by any workman or other person employed/engaged/hired by DDA while in the license premises, arising out of any act of omission, commission, default, negligence or error in judgment on the part of the Licensee or any personnel employed/engaged/hired, shall be reimbursed fully by the licensee.
- 8.10.** The Licenser shall be entitled to terminate the license agreement with three months' prior notice to the licensee and discharge the contract without prejudice to other rights and remedies available to the Authority, on account of non-performance of any of the conditions of the agreement. Likewise, the Licensee may terminate the agreement after giving three months' prior notice to the licenser.
- 8.11.** The licensee shall not display or exhibit pictures, posters, statues or other articles which are repugnant to the morale or are of indecent, immoral or improper character.


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- 8.12. The licensee will follow the guidelines of Disaster Management and obtain necessary clearances from concerned authorities.
- 8.13. Proper cleanliness of the license premises including the toilets, all open areas shall be maintained by the licensee. Arrangement for solid and liquid waste disposal shall be made separately by the licensee. The licensee shall also abide by Swachh Bharat Mission guidelines as published from time to time along with the directions issued by various authorities in this regard.
- 8.14. All statutory provisions, guidelines and directions of any court of law or of any authority pursuant thereto shall be followed by the licensee with regard to Sound/Air/Water Pollution.
- 8.15. The licensee shall not permit any unlawful or illegal activity in the license premises and shall be solely responsible to the Law enforcement authorities.
- 8.16. In the event of violation of any terms & conditions by the licensee during the license period, DDA shall have the right to cancel the agreement and forfeit the entire security amount deposited by the licensee.
- 8.17. The licensee shall be responsible for all statutory taxes and payments to different agencies and indemnify DDA from the same (**Annexure-3**).
- 8.18. The licensee shall follow all the guidelines/orders/directions issued from time to time by National Green Tribunal (NGT).
- 8.19. Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, or any other clause or covenant in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, guideline, direction or any rule or regulation, it is hereby agreed that any dispute between the parties to this


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agreement shall be resolved by decision of the courts at Delhi and the dispute shall not be resolved by way of arbitration. or any other alternate dispute redressal mechanism.




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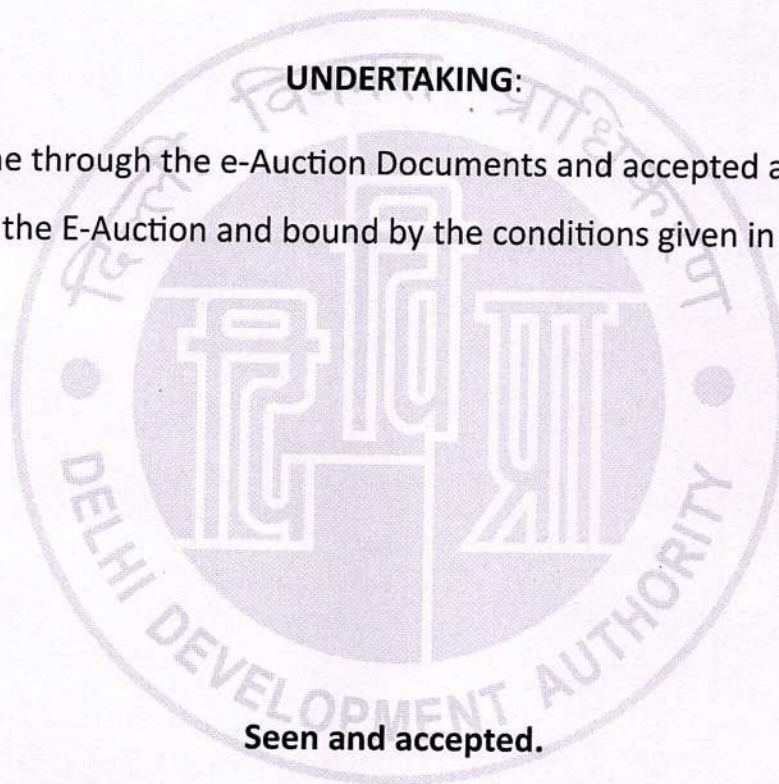

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9. **CONTRACT TERMINATION ON ACCOUNT OF VIOLATION OF THE TERMS AND CONDITIONS:**

In the event of default of any of the terms & conditions of the license agreement as well as the conditions mentioned hereinbefore by the licensee, the licensor DDA shall reserve the right to terminate the license agreement after giving a Show Cause notice to the licensee and the decision of the licensor DDA shall be final and binding on the licensee.


UNDERTAKING:

I/we have gone through the e-Auction Documents and accepted all the terms and conditions of the E-Auction and bound by the conditions given in the document.



Seen and accepted.

Signature of the Authorized Signatory (With Office Rubber Stamp)


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ANNEXURE- 1**Declaration cum Undertaking Form****(To be filled separately by every H1 bidder)**

This Declaration is made at Delhi/New Delhi on (Day, DD/MM/YYYY)
for allotment of Café Bamboo Oasis At Baansera, Sarai Kale Khan

By, Mr./Mrs./M/s resident of
..... (here in after called as
"ALLOTTEE", which expression, unless repugnant to the context or meaning thereof
shall be deemed to include its successors and permitted assigns)

I S/o or D/o hereby
declare/disclose that I or any of my family members am/are not in any Partnership
Firm(s)/Company(ies).

Or

I or any of my family members am/are Partner / Proprietor / Director / Member in the
following Firm(s)/Company(ies):

S.No.	Name	Relation with family member	Name of Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies)	Position in Company

AND

1) I hereby declare that I have no outstanding dues pending against me or any of my
family members in individual capacity or against any Firm(s) / Company(ies) /


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Registered Society(ies) / Registered Co-operative Society(ies) in which I or my family members am/are in position of Partner / Proprietor / Director / Member, in respect of any of the properties taken in the past by me or any of my family members through the E- Auction of DDA or otherwise.

2)

- i) I or any of my family members, who are/were Director/Promoters/ Partners of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) have not been declared successful H1 bidder earlier in respect of any properties through E-auction held by DDA.

OR

- ii) I or any of my family members, who are/were Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies), are/were declared successful H1 bidder of DDA's properties in the past. Details of which are as follows:

S.No.	Name of the licensee / Allottee	E-auction Phase	Property No.	Period for which the Property was allotted.

- 3) My or any of my family members, who are/were Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies), contract for operating properties has not been cancelled in the past.


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- 4) I or any of my family members, who are/were Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) have not been blacklisted for breach of terms and conditions of the agreement in the past.
- 5) I or any of my family members, who are/were Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) have not changed the character / style / nomenclature / composition of the said Blacklisted / Defaulted Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies).
- 6) Also, I/we undertake that in case of any outstanding dues pending against me or any of my family members against any of DDA's Kiosk / Café / Unit, I/We have cleared all the outstanding dues pending against me or Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) mentioned above.
- If we fail to do so, it would be deemed that the bid has been defaulted, and we will be responsible for the forfeiture of the EMD.

Name and Signature

Witness:

1.

2.


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TECHNICAL PROPOSAL**Introduction:**

I/We, (Firm/Individual/Agency Name), hereby present our technical proposal for consideration in response to the eligibility criteria set forth by DDA for the allotment of Café. Our proposal outlines our qualifications, experience, and compliance with the stipulated requirements.

Qualifications and Eligibility:

As per the prescribed eligibility criteria, we confirm that we possess a valid license from the concerned food department i.e. for the preparation and serving of food items. Our firm has maintained a minimum average turnover of 02 Crores INR for the last consecutive five financial years through Food and Beverages (F&B) service alone, showcasing our financial stability and consistency.

Experience:

I/We bring to your attention our extensive experience of over 05 years in the food industry. Our team's knowledge, skill, and proficiency in food preparation and service have contributed to successful collaborations and satisfied clients throughout this period.

Compliance:

I/We state that we are in compliance with all legal requirements. Our valid registration with the Sales Tax, VAT, GST, and Income Tax authorities demonstrates our commitment to adhering to fiscal and regulatory obligations. The particulars of the said Registration certificate are as follows:


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Technical Approach:

Our proposed technical approach encompasses a comprehensive strategy that ensures the highest standards of food quality, safety, and service. I/We emphasize innovation, hygiene, and customer satisfaction as pivotal components of our approach. This includes:

This Proposal to be submitted by will be unconditional and unqualified and I/We would be deemed to have accepted the terms and conditions of the E-Auction Document with all its contents including the Draft Service Agreement.

I/We thank you for considering our proposal and the opportunity to contribute our expertise to the allotment of the said Café. We look forward to the potential collaboration.

Sincerely,

Signature: _____

Name: _____

Designation (if any): _____

Company/Organization: _____

PAN & Aadhar: _____

Address: _____

Contact Number: _____

Email: _____


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ANNEXURE - 3

AFFIDAVIT / UNDERTAKING

I, ,S/o , Partner / Proprietor /
Director / Member of having its
registered office at
..., do solemnly affirm and declare as follows:

I am fully aware that as a bidder participating in this E-auction of DDA, I am obligated to pay all applicable statutory taxes, fees, and payments to various government agencies as required by the prevailing laws and regulations.

I understand that failure to fulfill the aforementioned tax obligations and payments may result in legal actions and penalties imposed by the concerned authorities.

I hereby undertake and assure that I shall diligently and promptly discharge all my obligations related to statutory taxes and payments arising from my participation in the bidding process and subsequent activities related to the project.

I further undertake to indemnify and hold harmless the DDA herein, from any and all claims, liabilities, losses, and expenses incurred due to any failure on my part to meet the said tax obligations and payments.


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This undertaking remains valid throughout the duration of my license term and any subsequent renewal.

I acknowledge that this undertaking is a material factor in the evaluation of my bid, and any misrepresentation or breach of the commitments made herein may lead to the rejection of my bid and forfeiture of EMD.

I WITNESS my hand and signature on this (Day, DD/MM/YYYY).

Signature: _____

Name: _____

Designation (if any): _____

Company/Organization: _____

PAN & Aadhar: _____

Address: _____

Contact Number: _____

Email: _____



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DRAFT AGREEMENT

This AGREEMENT is made at Delhi/New Delhi on (Day, DD/MM/YYYY) for implementation of the work as mentioned under the head "Scope of work in the E-Auction by and between DELHI DEVELOPMENT AUTHORITY having its office at Vikas Sadan, INA, New Delhi - 110023 hereinafter called as "DDA ", (which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the FIRST PARTY.

AND

M/s having office at
 (here in after called as "PRIVATE SERVICE PROVIDER OR SERVICE PROVIDER", which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the SECOND PARTY.

Each of DDA and PRIVATE SERVICE PROVIDER being referred to individually as "PARTY", and jointly as "PARTIES".

WHEREAS

- a. In response to the E-Auction floated by the DDA vide E-Auction Phase no. dated .
, the SECOND PARTY has consented to implement the same vide acceptance letter no dated
- b. With this objective both the PARTIES are desirous of recording their understanding, agreed terms and conditions by way of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, "DDA AND "PRIVATE SERVICE PROVIDER" INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:


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- 1. DEFINITIONS & INTERPRETATIONS** In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder.
- 1.1. "Affected Party"** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 4.11.
- 1.2. "Agreement"** shall mean this Agreement, and includes any amendments thereto made in accordance with the provisions hereof.
- 1.3. "Arbitration Act"** shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
- 1.4. "Department"** means Delhi Development Authority / any agency of the Government of India / Government of NCT of Delhi.
- 1.5. "Force Majeure"** or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in Article 4.11.
- 1.6. "Parties"** shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.
- 1.7. "Project"** shall mean the entire scope of work as in the E-AUCTION OF Café UNDER THE JURISDICTION OF DDA and other obligations as spelt in the agreement.
- 1.8. "Rupees"** or "Rs." refers to the lawful currency (INR) of the Republic of India.
- 1.9. "Services"** means the work to be performed by the Bidders pursuant to this contract as described in this agreement.
- 1.10. "Tax"** shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the Service Provider under Applicable Law.


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1.11. "Termination" shall mean early termination of the agreement, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

2. **INTERPRETATION** - In this Agreement, unless the context otherwise requires,

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- (b) References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- (c) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, DDAs, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (d) The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) The words "include" and "including" are to be construed without limitation;
- (f) Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- (g) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include such days or dates;
- (h) Any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST).


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- (i) The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- (j) Any reference at any time to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (k) References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (l) Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
- (m) The damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the "Damages")

3. GRANT OF SERVICE ASSIGNMENT

- 3.1.** Subject to and in accordance with the terms and covenants set forth in this Agreement, DDA hereby grants and authorizes the Service Provider to finance, establish, operate and maintain the Project and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as per the E-Auction


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terms and conditions. However, the service provider shall have no right title or interest of any kind except the permission to use the allocated sites for permissible purposes during the validity of agreement and for the specified period mentioned in this agreement.

4. **PROJECT PERIOD** - As per E-Auction clause 6.14, subject to the terms and conditions.

5. **SPECIFIC TERMS & CONDITIONS:**

5.1. The operational hours of running the Café will be in consonance with the visiting timings of Baansera park.

5.1.1. Day to Day maintenance and Housekeeping expenses will be borne by the licensee.

5.1.2. Electricity bill and water bill of all the fitting/fixtures in the entire premises including the parking area will be borne by the Licensee.

5.1.3. No change will be carried out in the layout of the license premises by way of any temporary or permanent structure/fixture/fittings.

5.1.4. **Usage Restrictions:** Licensee to strictly restrict / confine all its operations and activities (like storage of raw materials/ beverages etc., food preparation/ serving/ seating/ dining etc.) only in the area allocated by DDA.

5.1.5. **Maintenance and Repairs:** Licensee shall be responsible for maintenance and repair works of the area allocated by DDA as in original condition to the date of allotment. The maintenance and repair shall include:

5.1.5.1. Day to day cleaning and sanitization of the entire café consisting of walls, rolling shutters, café's wooden flooring, outdoor seating, stone & concrete flooring, kitchen area,


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toilets, service area, signage etc. with the suitable medium and procedure.

5.1.5.2. Maintenance/ replacement of the river stone pebbles in the stone flooring of the same stone (color, size, proportion, and quality).

5.1.5.3. Maintenance, litter clearing, de-weeding of all plant materials including trees, shrubs & grasses.

5.1.5.4. Maintenance & smooth running of toilets, kitchen MEP services and drain channel at the café' terrace.

5.1.5.5. Maintenance / replacement of the non-working light fixtures (indoor and outdoor lights).

5.1.6. Aesthetic Guidelines: Licensee shall strictly conserve the overall aesthetics of the premises. The design/ color/ material/ lighting scheme to be intact as to the original scheme.

5.1.7. Addition/Alterations to the Premises: DDA's prior approval will be required for any additional/alterations work. The licensee has to get the approval of the Horticulture/ Landscape/ Planning or Engineering Department of the licensor and Building plans for necessary architectural controls before execution of any construction work. Once the license is over and the premises are taken back by DDA, that property shall remain with DDA and no extra charges will be paid to the agency.

5.1.8. Waste Management: Licensee shall be responsible for all type of waste management, conduct a regular checkup of the drainage etc. for smooth functioning of the café and there will not be any littering due to activities at


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café and same shall be responsible for the disposal of all types of waste to the locations identified by the Municipal Corporation. Licensee shall strictly abide by the "Solid Waste Management Rules, 2016 of Central Pollution Control Board (Ministry of Environment, Forest and Climate Change).

- 5.1.9. Supply of toiletries etc.:** Licensee shall ensure adequate supply of sanitizers, hand wash in toilets etc.
- 5.1.10. Traffic and Parking Considerations:** Licensee shall ensure smooth vehicular movement and parking for all the Café visitors. Licensee shall appoint a dedicated staff for the management of the same.
- 5.1.11. Performance Standards:** Licensee shall comply with the "Indian Standard for FUNCTIONAL REQUIREMENTS OF HOTELS, RESTAURANTS AND OTHER FOOD SERVICE ESTABLISHMENTS (IS: 6074 - 1971)"
- 5.1.12. Compliance with Laws and Regulations:** Licensee shall comply with all the directions/ guidelines/ circulars issued by the Government and its regulatory bodies from time to time. Licensee shall be solely responsible for any misconduct of its employees /staff/ customers and independently blinded by the court of Law.
- 5.1.13. Marketing and Promotion:** Licensee shall not place any advertisement/ signage etc. within the Baansera park without the prior approval of DDA. Approval for the design, placement/ locations of advertisement/ signage etc. shall be strictly as approved by DDA.
- 5.1.14. Accessibility Compliance:** Licensee to ensure uninterrupted accessibility to all users. There should not be any hindrances to any access routes/ ramps etc.


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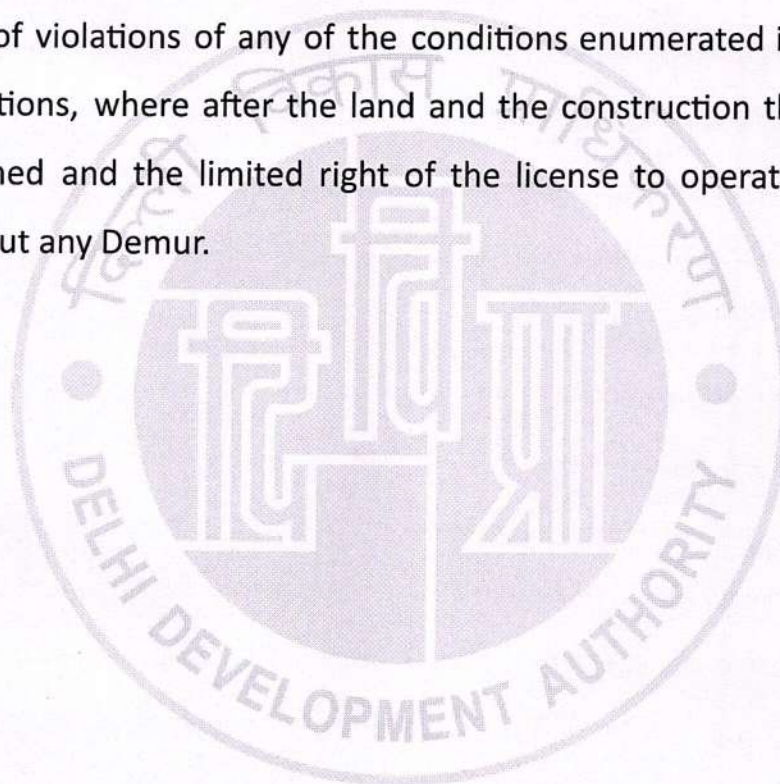

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- 5.1.15. Environmental Compliance & Sustainability Practices:** Licensee shall adhere to environmental regulations and sustainability standards. Use of biodegradable and eco-friendly items should be encouraged in the day to day running of the café.
- 5.1.16. Community Engagement & Cultural Sensitivity:** Licensee should participate in the community events and initiatives. Licensee should be sensitive towards diversity in the society and promote a healthy environment.
- 5.1.17. Servicing:** Licensee to ensure the confined movement of the servicing vehicle and cleanliness. Vehicle more than 10 ft. X 5 ft. size shall NOT be permitted to the loading/ unloading area.
- 5.1.18. Public Safety Measures & Crisis Management:** Licensee to ensure the proper safety of the visitors/ customers. All the lights should be functional in full capacity and safety measures like Caution Wet Floor Signs etc. to be used. Tie-up with nearby hospital(s)/ Police stations/ Fire services etc. can be done to counter any mishap in the premises.
- 5.1.19. Noise and Nuisance Control:** Licensee to ensure on the regulations regarding noise levels and measures to control potential disturbances to other visitors of the park.
- 5.1.20. Ethical Business Practices:** Licensee should show its commitment to ethical business practices, including fair employment practices and responsible sourcing of ingredients.
- 5.1.21. Public Health Standards:** Adherence to public health standards, including regular inspections to ensure food safety and hygiene.


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- 5.1.22. Inspection rights:** DDA or any concerned agencies reserve the right to conduct any inspection to the premise without any prior notice.
- 5.1.23. Service Charges:** For the period of the license, the licensee shall also be liable to pay electricity charges, water charges, property tax and all other Government or municipal taxes, charges etc. connected with setting up and running of the cafe.
- 5.1.24. Termination:** DDA shall be at a liberty to revoke or terminate the license in case of violations of any of the conditions enumerated in these terms and conditions, where after the land and the construction thereon shall stand resumed and the limited right of the license to operate Café shall cease without any Demur.




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5.2. GENERAL TERMS & CONDITIONS:

- 5.2.1.** Change in the constitution/shareholding of the firm/agency to which the Licence is granted, will not be allowed during the licence period without the approval of the licensor.
- 5.2.2.** Within 07 days from the date of submission of security deposit, the Licencee shall execute an agreement with DDA on stamp paper of requisite value and shall bear all the expenses in connection with execution thereof.
- 5.2.3.** In the event of non-payment of electricity bill and water bill in time, the Licencee shall be liable to pay interest @ 18% per annum on the unpaid amount.
- 5.2.4.** The Licencee is liable to pay all Govt. Taxes applicable at the rates as levied by Govt. of India/GNCTD/ Local bodies, from time to time.
- 5.2.5.** The Licencee shall use the premises only for the purpose indicated in the Agreement and for no other purpose whatsoever.
- 5.2.6.** The Licensee shall not damage the license premises or any part thereof and in the event of any damage being caused by the Licensee or his employees or invitees or customers, the Authority shall be entitled to claim the damage and call upon the Licensee for replacement and reimbursement of cost thereof, which the Licensee shall undertake to pay forthwith, on demand. Further, the licensee is also liable for action including any prosecution under any relevant law or rules/regulations or court's judgments, as applicable.
- 5.2.7.** The Licensee shall comply with all prevailing labour laws/ Municipal laws & statutory requirements of other Central/ State Government organizations.


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In case of violations of any laws/ regulations of the statutory bodies, the Licensee will be solely responsible for the consequences arising out of such violations and shall indemnify the Delhi Development Authority on account of any liability in this regard.

- 5.2.8.** The Licensee shall take all precautions and safety measures for safety and security of its personnel employed/engaged/hired by the licensee and DDA will not in any way be responsible for any disability, either permanent or temporary or any injury, whatsoever, caused to any personnel employed/engaged/hired by the licensee for any work/services in the premises. The licensee shall indemnify the Delhi Development Authority on account of any liability in this regard.
- 5.2.9.** The Licensee shall remain solely and exclusively liable in respect of causes of action, claims, damages, compensation or cost, charges and shall indemnify the DDA in this regard. Expenses incurred by DDA arising out of any accident or injury or loss sustained by any workman or other person employed/engaged/hired by DDA while in the license premises, arising out of any act of omission, commission, default, negligence or error in judgment on the part of the Licensee or any personnel employed/engaged/hired, shall be reimbursed fully by the licensee.
- 5.2.10.** The Licensor shall be entitled to terminate the license agreement with three months' prior notice to the licensee and discharge the contract without prejudice to other rights and remedies available to the Authority, on account of non-performance of any of the conditions of the agreement.


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Likewise, the Licensee may terminate the agreement after giving three months' prior notice to the licensor.

- 5.2.11.** The licensee shall not display or exhibit pictures, posters, statues or other articles which are repugnant to the morale or are of indecent, immoral or improper character.
- 5.2.12.** The licensee will follow the guidelines of Disaster Management and obtain necessary clearances from concerned authorities.
- 5.2.13.** Proper cleanliness of the license premises including the toilets, all open areas shall be maintained by the licensee. Arrangement for solid and liquid waste disposal shall be made separately by the licensee. The licensee shall also abide by Swachh Bharat Mission guidelines as published from time to time along with the directions issued by various authorities in this regard.
- 5.2.14.** All statutory provisions, guidelines and directions of any court of law or of any authority pursuant thereto shall be followed by the licensee with regard to Sound/Air/Water Pollution.
- 5.2.15.** The licensee shall not permit any unlawful or illegal activity in the license premises and shall be solely responsible to the Law enforcement authorities.
- 5.2.16.** In the event of violation of any terms & conditions by the licensee during the license period, DDA shall have the right to cancel the agreement and forfeit the entire security amount deposited by the licensee.
- 5.2.17.** The licensee shall be responsible for all statutory taxes and payments to different agencies and indemnify DDA from the same **(Annexure-3)**.


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5.2.18. The licensee shall follow all the guidelines/orders/directions issued from time to time by National Green Tribunal (NGT).

5.2.19. Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, or any other clause or covenant in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, guideline, direction or any rule or regulation, it is hereby agreed that any dispute between the parties to this agreement shall be resolved by decision of the courts at Delhi and the dispute shall not be resolved by way of arbitration, or any other alternate dispute redressal mechanism.

6. EVENTS OF DEFAULT AND TERMINATION - In the event of default of any of the terms & conditions of the licence agreement as well as the conditions mentioned hereinbefore by the licensee, the licensor DDA shall reserve the right to terminate the licence agreement after giving a Show Cause notice to the licensee and the decision of the licensor DDA shall be final and binding on the licensee.

7. DISPUTE RESOLUTION - In case of any dispute arising between licensor i.e. DDA and the licensee in respect of interpretation or performance of any terms & conditions of this agreement, the same shall be referred to the sole arbitration of the choice of Vice Chairman, DDA whose decision thereon shall be final and binding on both the parties. The licensee shall not object to the Vice Chairman, DDA's action as sole arbitrator on the ground that he had dealt with the case or has at some stage expressed opinion in any matter connected herewith. No arbitration shall be allowed without depositing quarterly licence fee.


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8. **Counterparts:** This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

SIGNED SEALED AND DELIVERED

For and on behalf of SECOND PARTY

Name/ Designation

(Signature with Seal)

Name/ Designation

(Signature with Seal)

Witness:

1.

2.



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APPENDIX - 1

CHECKLIST OF DOCUMENTS TO BE SUBMITTED		
Sr. No.	DOCUMENT	
1.	Aadhar Card of Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies)	
2.	PAN Card of Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies)	
3.	Registration Certificate under Society Registration Act.	
3.	Proof of Date of incorporation.	
4.	12A and 10(23C) Certificate under IT Act (not required for RWAS).	
5.	In case of Societies receiving funding from foreign countries, valid FCRA License under Foreign Contribution (Regulation) Act 2010.	
6.	Audited Balance Sheet for the last 5 years.	
7.	Statement of Accounts.	
8.	List of Members of Society / Trust / Directors of Company. List of Members of the Governing Council (if applicable). In the case of a Company, List of Shareholders holding more than 10% of share capital.	
9.	Draft Service Agreement	
10.	Annexure 1 to 4	


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