

**DELHI DEVELOPMENT AUTHORITY
LICENSE PROPERTY CELL**

TENDER DOCUMENT FOR E-AUCTION

**TERMS AND CONDITIONS OF E-AUCTIONING FOR THE
GRANT OF LICENSE OF THE SPACE FOR GOUND BASED MAST/
GROUND BASE TOWERS FOR WIRELESS ACCESS SYSTEM**

March, 2024

(Complete e-auction 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.)





TABLE OF CONTENTS

S.NO	PARTICULRS	PAGE NO.
1	DISCLAIMER	03
2	SCHEDULE OF BIDDING PROCESS	4
3	GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS	5
4	E-AUCTIONING AND SUBMISSION OF DOCUMENTS	7
5	WORK ORDER	9
6	ONLINE BIDS	11
7	LICENSE DEED	13
8	ANNEXURE "A"	17-18
9	ANNEXURE "B"	19

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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.

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DDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused 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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Schedule of Bidding Process

E-AUCTION OF MOBILE TOWER SITES

1	Reserve Price	Rs. 36,000/- per month per site (As per Annexure)-I
2	Period of availability of application for e-auction / offer documents on DDA auction website. https://ddaland.etender.sbi	12.02.2024 to 11.03.2024
3	Earnest Money Deposit	3 (Three) months' License Fee (minimum rental) equal to Rs. 1,08,000/- per site through NEFT/RTGS/ E-Payment mode only.
4	List of mandatory documents to be uploaded on the portal at the time of request along with EMD details	1. Copy of allocation of Spectrum/ license and IP-1 (as applicable) from Department of Telecom, Govt. of India. 2. Address proof of the registered office of the firm.
4	Last date for submission of online document with EMD	11.03.2024
5	Cost of offer document	Free of cost
6	Date of E-Auction Bidding	15.03.2024 (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>)

**DELHI DEVELOPMENT AUTHORITY
LICENSE PROPERTY CELL**

**TERMS AND CONDITIONS OF E-AUCTIONING FOR THE
GRANT OF LICENSE OF THE SPACE FOR GROUND BASED MAST/
GROUND BASE TOWERS FOR WIRELESS ACCESS SYSTEM**

1. General Conditions

- i) Only those license holders/service providers possessing unified license/unified access service license/cellular mobile telephony license including the broadband license access and should have been allocated necessary spectrum for providing mobile telephony services in Delhi from Department of Telecom, Govt. of India including the IP-I service providers who are registered with Department of Telecom, are eligible to participate in the e-auctioning programme for allotment of sites in the identified areas for erection of Ground Based Masts(GBM)/Ground Base Towers(GBT).
- ii) **One-Time Charge:-** At the time of installation of GBM/GBT, one-time charge of Rs.2,00,000/- per GBM/GBT is payable on non-refundable basis.
- iii) **License Fee (Rental):-**The minimum license fee of Rs. 36,000/- per month for each GBM/GBT is to be paid for the space to be used (maximum 150 sq. ft./As per Annexure-I) for erecting the temporary structure.
- iv) The license will be granted for 5 years term and shall be renewed after 5 years at the sole discretion of VC, DDA upto a maximum period of 15 years from the date of allotment. Further decision of allotment of space shall be taken afresh. No license rights shall be available to the licensee under the current terms and conditions of the license after end of the 15 year's period. There will be an automatic escalation in the rate of license fee (rental) by 10% on extension of each 5 year term will be levied only at the time of extension.
- v) **Evaluation criteria of bid:-** The prospective bidders shall quote the license fee (rental) per month on single service provider basis. The bids shall be submitted by the bidders accordingly. The one-time charge shall remain fixed as stated above.
- vi) **Security Deposit:-** The service provider/licensee will be required to pay security deposit equal to three months rental. This amount will remain with DDA till the service provider removes the structures and will be refunded without interest.
- vii) It will be the responsibility of the service provider/licensee to obtain all kinds of permissions from the concerned departments/authorities and also to meet out all other legal and technical requirement wherever applicable.
- viii) The successful bidder/licensee will be required to follow guidelines of Telecom Enforcement, Resource & Monitoring (TERM) Cells (DoT) for the safety norms of high masts and Electro Magnetic Field (EMF) radiations.

- ix) The service provider/licensee will obtain separate electricity & water connections, if needed. DDA will in no way be responsible for permissions/ sanctions from other local authorities/departments. The service provider/licensee will make arrangements at its own cost, the security of the rented premises.
- x) The service provider/licensee will pay all applicable charges like GST, property tax etc. on account of the usage of licensed premises.
- xi) The service provider/licensee will hand over the vacant possession of the premises on 'as is where is' basis to DDA on expiry, cancellation or termination of the license, whichever occurs first.
- xii) The service provider/licensee will submit the Indemnity Bond to indemnify DDA from any kind of loss/damage etc. due to installation of equipment.
- xiii) Generator sets installed, if any, should conform to the emission and noise norms of D.P.C.C.
- xiv) The structure will conform to the fire norms of Delhi Fire Services. Adequate precautions be taken for lightening damages.
- xv) The service provider/licensee will be solely responsible for damage to the building and for public safety.
- xvi) For the operationalization of electric towers, laying of optical fibers on the land/buildings of DDA is allowed subject to the condition that the land and other facilities that are disturbed during such laying operation are restored to its original condition at the cost of successful auctioner/bidder within stipulated time frame.
- xvii) The successful service provider shall not put any hording for advertisement at the site or at the tower.

2. ADDITIONAL CONDITIONS:-

- i) Only companies making payment equivalent to 3 (three) months' license fee/rent (Earnest Money Deposited) in r/o space to be allocated for GBM/GBT allowed to participate in the e-auction. EMD will be treated as a security deposit in the department.
- ii) The auctioner/bidder companies are required to attach the proof of registered office address with E-auction Form online.
- iii) List of sites for GBM/GBT is enclosed as annexure 'A' Separate e-auction forms are required to be filled for each site.
- iv) The intending auctioneer company should inspect the site and satisfy itself about the location, area and its business prospects. Kindly note that the sites will be auctioned on "As is where is" basis. It is presumed that the intending auctioneer company has inspected the site and familiarized itself with the prevailing conditions in all respect before participating in the e-auction.
- v) The bid shall be valid for a period of 6 months from the date of completion of e-auction.

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3. E-AUCTIONING & SUBMISSION OF DOCUMENTS

- i) The accepting authority of e-auction i.e. the V.C., DDA may withdraw any site without assigning any reason from the e-auction at any stage.
- ii) The officer conducting the e-auctions shall normally accept the highest e-auction subject to confirmation by the competent authority provided that the highest e-auctioned amount is above the reserved price.
- iii) The competent authority shall be entitled to reject any e-auction without assigning any reason whatsoever and the decision of the competent authority in this regard shall be final and binding and shall not be called into question in any proceedings. If the e-auction is not accepted by the competent authority, the earnest money deposited as security at the time of e-auction shall be refunded to the auctioneer without any interest.
- iv) While finalizing the e-auctions, the accepting authority i.e. the VC, DDA may also at his discretion, form a panel (waiting list) from among the auctioneers in accordance with the amount e-auctioned by them. In case of failure of the successful auctioneer to comply with the terms & conditions of the e-auction leading to cancellation of his e-auction or contract, as the case may be, VC, DDA would be well within his right to allot the site to the next auctioneer on the panel instead of re-e-auctioning it on the rates as quoted by the first successful auctioneer. The accepting authority reserves the right to include or exclude the name of any intending auctioneers on the panel. The decision of accepting authority shall be final and binding on the intending auctioneers.
- v) The Earnest Money equivalent to 3 (three) months bid amount will be treated as security deposit and will be returned only after completion of the license without any interest. EMD is to be paid by the bidder through online mechanism of e-auction portal www.ddaeuction.co.in. Detailed instructions to guide the bidder through the e-payment, steps are available on the said portal/website.

The EMD of the unsuccessful bidder will be refunded electronically to their bank account after the completion of auction, without any interest.

vi) **Individual Bidding per site:**

One bidder may participate in e-auction for any number/all the sites with separate prescribed EMD and can be H1 bidder for any number of sites.

vii) **Bidders Responsibility:**

- 1.1) "Bidders participating through a company are required to disclose their Promotership or Directorship in any other company and the Directorship and Promoter ship of their family members in other companies, if any.
- 1.2) Bidders participating in individual capacity are required to disclose whether their family members are participating in current bidding.
- 1.3) Successful bidder, alongwith the payment of full deposit for Handover of site will have to ensure

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clearing of past dues of DDA (if any) in respect Mobile Tower sites taken in the past by the successful bidder or its sister concern.

- 1.4) Sister concern for the purpose of this clause would mean any other firm, in which the successful bidder (or any director or any partner of the successful bidder) also has an interest in.
- 1.5) A person shall be deemed to have interest in a firm, if he is a proprietor/partner/director in the firm or any of his family members (spouse/ parent/ children) is a proprietor/ director/ partner in the firm.
- 1.6) In case the successful bidder fails to clear its (or its sister concerns) previous dues, he would be deemed to have been defaulted in the bid and EMD would be forfeited.
- 1.7) Bidders participating through a company are required to disclose their Promoter ship or Directorship in any other company and Directorship and Promoter ship of their family members in other companies, if any.
- 1.8) Bidders participating in individual capacity are required to disclose whether their family members are participating in current bidding.

For the following, it is necessary to clear the earlier dues before taking over the site:

- 1) H1 bidder, in individual capacity, is required to disclose whether he or any of his family members have been declared H1 successful bidder earlier;
 - 2)a) H1 bidder in the form of company is required to disclose whether he or any of his family member has been declared H1 successful bidder in individual capacity earlier;
 - b) Also, H1 bidder in the form of company is required to disclose whether he or any of his family members has been Director or Promoter of any company which has been declared H1 successful bidder.”
- viii) **Payment to be made within 7 days of the date of bidding:** After the successful bidding, the H1 bidder will have to deposit 3 times the H1 bid amount minus the EMD, through online e-payment gateway of BHOOMI Portal. If he fails to make this payment, his bid will be cancelled and EMD deposited earlier will be forfeited.

Illustration:

- The reserve price for a site is Rs. 100,000 and the EMD is Rs. 3,00,000 /-.
 - The highest bidder bids Rs. 1,40,000 /- (monthly license fee)
 - The bidder has to make payment of $3 \times 1,40,000 - 3,00,000 = \text{Rs. } 1,20,000 /-$.
- Accordingly, the bidder shall have to deposit Rs. 1,20,000 /- within 7 days of the date of online e-bidding.

- ix) **LOI (Letter of Intimation):** The LOI shall be issued online through BHOOMI Portal only. User Manual of Bhoomi Portal is also available on BHOOMI Portal. URL of BHOOMI Portal is <https://eservices.dda.org.in/user>.

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>. Intimation of issuance of LOI will be communicated to bidder only through system generated email dda-eauction@dda.gov.in to those bidders whose H1 bid will be accepted by Competent Authority. The bidder is also requested to kindly check the spam folder.

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- x) **Process for making LOI payment (second stage EMD) and acceptance:-** The successful H1 bidders (new users/users whose PAN number is not registered) will required to login on BHOOMI portal (URL <https://eserviceis.dda.org.in/user>) using login details provided via registered email ID registered for e-auction. The existing BHOOMI/AWAS user whose PAN number is registered can use their existing user ID and password as login credentials. For more details clarification dt. 17.12.2021 may be referred. The same is available on BHOOMI portal.
- xi) The Demand-cum-Allotment letter would be issued to the successful **bidder from the BHOOMI portal** after receipt of 2nd stage EMD payment and other requisite documents and verification of the second stage EMD.
4. **Possession of the Site:** (i) The possession of the Site will be given after receipt and verification of the balance premium alongwith interest amount, if applicable, through BHOOMI Portal and submission of other requisite documents. A letter for handing over the physical possession will be issued through BHOOMI Portal. The following document/s are required to be submitted after payment of premium alongwith interest, if applicable:
- The terms and conditions and License Deed of auction duly typed on a Non-Judicial stamp paper worth Rs. 100/- signed by the successful Bidder/Allottee and duly attested by a Notary Public.
 - 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 possession, in case the successful bidder is a company, as the case may be, duly attested by Notary Public/Gazetted Officer.
 - One passport size photograph duly attested by a Gazetted Officer/Notary Public.
 - Proof of identification.
 - Copy of Board of Resolution, in case of authorized signatory.
 - Certificate of incorporation and Memorandum of Association in case of firm/Company.
 - Copy of Partnership Deed, in case of firm is a Partnership Firm.
 - Any other document asked through the BHOOMI Portal.
- (ii) The auction purchaser will be required to take over the physical possession from concerned Engineering/Horticulture Division within 30 days from the date of issuance of letter for handing over the physical possession. Please note that in case, you do not turn up in the office of Executive Engineer on or before the given date for taking over the physical possession, the next date for handing over the possession will be fixed by DDA subject to payment of penalty of Rs. 1000/- per month of delay in taking over physical possession caused by bidder. The possession, however, must be taken within three months from the date of issuance and incase the possession is not taken over in the timeframe, the allotment shall stand cancelled and the Earnest Money (EMD) deposited shall stand forfeited without any further notice.

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- (iii) For taking over the possession, the bidder/s are required to carry a copy of Possession Letter, their registered mobile number and a valid identity proof to intimate the OTP received to their mobile number to the officer/official of concerned Engineering Division for verification.
- (iv) After verification of the higher bidder through OTP, the concerned officer/official of 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.
- (v) The licensee would be required to make payment of license fee along with GST @ 18% in advance on monthly basis by the 10th of every month and to submit a copy of bank challan in this office in support of payment of license fee online. In case of failure to deposit the license fee in time, interest @ 15% p.a. will be livable from the due date of the deposit until the date of deposit. In case of delay upto 15 days, interest shall be payable for 15 days and for delay more than 15 days (upto 30 days), interest payable shall be for one month. Further in case the license fee along with the interest due is not paid within 30 days of the due date, the license shall deem to be cancelled.
- (vi) If the licensee fails to pay license fee in time for any month, the license shall stand cancelled and the security deposit shall stand forfeited. Also on such cancellation of the license, the licensee shall quit immediately and licensor shall be entitled to allot it to the next highest auctioner/bidder or to re-auction the licensed site.
- vii) The auctioner/licensee shall abide by all the rules and by-laws of Delhi Administration and other authorities in the matter of running the business and keeping the site in proper condition. The company shall also pay all municipal taxes or fees i.e. electricity etc. for carrying on the work.
- viii) The auctioner/licensee shall not object to any construction in or around the site that is considered essential by DDA.
- ix) The auctioner/licensee shall be liable for any damage of the site. The DDA will not be a party to any dispute between licensee and third party.
- x) In case of failure of the bidder/licensee to pay the license fee within stipulated time, apart from forfeiture of advance license fee, DDA shall levy a penalty.

“The successful Bidder/licensee shall submit the requisite documents and deposit performance guarantee within 15 days of the issue of Acceptance Letter, failing which, the amount of Earnest Money deposited by the bidder/licensee shall be liable to be forfeited. Provided that, in case of failure in depositing all the requisite documents and performance guarantee by the successful bidder/licensee within the said period, a delay of maximum 15 days can be regularized on payment of penalty equal to 1/3rd of the quoted monthly license fee. It is clarified that if the requisite documents, Performance guarantee and penalty amount (if any) are not furnished to the satisfaction of the competent authority within 30 days from the date of issue of Acceptance Letter, the EMD shall be forfeited.”

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5. Prospective bidders shall ensure the following before participating in e-auction: -
- a) 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%). All the participants have to register themselves with DDA afresh and the charges 2000+GST will be one time charges only 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.
 - b) Shall have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority.
 - c) The User ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provided for bidding.
 - d) Bidders should not disclose their User ID as well as Password and other material information relating to the bidding to any one and to safeguard its secrecy.
 - e) Bidders are advised to change the password immediately on receipt from the e-auctioning portal.
6. **Online bids:**
- a) The bidders are required to quote for the rate (**monthly license fee**) with reference to the site put on e-auction, over and above the reserve price mentioned in the Appendix.
 - b) E-auction will start and end as per schedule mentioned in offer document. The bid for e-auction shall start with minimum one increment above the reserve price. Increment of rate in e-auction shall be Rs. 1,000/- (minimum increment value) or multiple thereof.
 - c) Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatever reason. If done so, the EMD amount shall be forfeited.
 - d) 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 amount if required, before submitting the bid.
 - e) **Time Extension:** If any market leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the time of auction sale will get automatically extended by another five minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended five minutes, the auction sale will be automatically closed at the expiry of the extended five minutes and the highest bidder will become H1 bidder. If the auction continues beyond the time limit, it will be paused at 06:00 PM and the same will be resumed the next day at 10:00 AM.
7. **Training and Assistance Booth for the prospective Bidders:**

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

8. **Note of caution for the Bidders:**

i) 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.

ii) 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.

9. **Refunds:**

In case, there is any resistance in installation and operation due to RWAs, we may issue complete refund for that site.

Dy. Director (LPC)



FORM 'D'

LICENSE DEED

This agreement made on this.....day of at Delhi between the President of India (hereinafter called the Licensor) which expression shall unless the context requires a different or another meaning include its successors and assigns through DDA, a body constituted under Section 3 of the Delhi Development Act, 1957(No. 61 of 1957) and Director of Firm Shri.....S/O Shri..... address of firm

(hereinafter called the licensee)

WHEREAS the Licensor is willing to grant the licensee a license for erection of Ground Base Tower (GBT) in the form of Mobile Telecommunication Tower (MTT) for a period of 5+5+5 years (maximum period of 15 years) subject to an automatic escalation in the rates of license fee (rental) by 10% every five year and conditions of allotment specified hereinafter.

WHEREAS the licensee for grant of a license for is willing to get license granted to him on monthly fee of Rs..... Payable in advance i.e. by the 10th day of each month of English Calendar for a period of

AND whereas the licensee has represented to the Licensor that the former is well equipped with and can make adequate arrangement for erection of MTT with the previous approval of the licensor.

NOW therefore, it is mutually agreed:-

1. In consideration of the payment of Rs... (Rupees only) equivalent to three months license fee as EMD alongwith one-time charge of Rs.2,00,000/- per GBM/GBT is payable on non-refundable basis and also willingness of the licensee to pay Rs (Rupeesonly) per month for the licensor grants unto the license and authorizes him to use the said space as per terms & conditions.
2. That the licensee shall keep and maintain the space and around in a clean, proper and decent condition and shall not suffer the premises to be in a bad state of affairs during the currency of the period of license and shall not in any manner damage the space or other structure nor cause any kind of obstruction to the user of area around.
3. That the licensee shall not display or exhibits pictures, posters, status or other articles which are repugnant to the morale or are of indecent, immoral or of improper





character. It is expressly agreed that the decision of the licensor in this behalf shall be conclusive and binding on the licensee and shall not be subject matter of dispute.

4. That the licensee shall not display or exhibit any advertisements or place or put up any hoarding on any part of the interior or exterior other than these permitted expressly in writing by the licensor.

5. That the licensee shall have no right, title or interest in the site/space licensed to him nor shall he be deemed to have exclusive possession thereof, except the permission to use the said site.

6. That the licensee shall pay the cost of light, water and power consumed by him at the space as per the demand of the authorities concerned.

7. That the licensee shall also pay all license or other fee or taxes payable to the Government or Municipal or local bodies concerned in connection with.....business at.....

8. That if the licensee desired to close down the business within the period of license, he will have to serve a notice of two months in advance from the date he proposes to close down the business. In such an event, the licensee will have to pay to the licensor, an amount which is equivalent to the product obtained by multiplying the no. of unexpired months of license period by the difference between the license fee and the highest license fee offered to it in the subsequent e-auction, as damages.

9. That notwithstanding the other lights, the licensor may in its sole desertion and on such terms as may be considered reasonable by it grant relief to the licensee against forfeiture of security deposit, imposition of interest or determination or revocation of the license.

10. That the licensee shall abide by all rules, regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the.....and the General welfare and comfort of.....employees and other connected persons.

11. That the licensor shall not be responsible for the safety of or any other material or articles belonging to the licensee and also shall not be liable for any change or injury to the property of the licensee lying at any time in, on upon or around the said from cause whatsoever.

12. That the overall contract of the.....and supervision of the.....shall remain vested with the licensor whose officers or authorized representative shall have access to at all reasonable hours to the said centre or any part thereof.

13. That the licensor has the right to revoke the license in the event of breach of any of the terms & condition of this license specified herein.

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14. That the licensor shall have a lien on all the belonging and properties of the licensee for the time being in-or upon the premises of the licensor.

15. That on expiry of the period of license or on determination or revocation of the license under the terms & conditions hereof, any belonging of the licensee found in such... shall be liable to be sold through public auctions unless claimed within a fortnight of the expiry of the period of license or determination or revocation of the license as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale, the amount due to the licensor from the licensee and also after deduction cost of administration and action of those belongings, and the balance if any shall be paid over to the licensee.

16. That the licensor shall have the right to terminate the license after giving one month notice without assigning any reason thereof.

17. That in case, the space is distorted or damaged by any natural calamity or riot or civil disturbances or was so as to made it unfit for use by the licensee, the license shall stand determined automatically.

18. That in case of disputes, only Local Courts in Delhi shall have jurisdiction”.

19. That nothing herein contain shall be construed as conferring upon the licensee any right, title or interest in respect of over, in or upon the premises and the property of the licensor.

20. That the dealing of the licensee/his employees with the public shall be polite and courteous and he shall not indulge in or suffer any anti-social activates. The licensee shall also not indulge in any activity which may cause harm to the interest of Delhi Development Authority or its employees.

21. That the licensee shall allow the representatives and the authorized staff of the licensor to enter upon the premises/site in order to inspect and execute any structural repairs additions or alterations at the site or do renovations which may be found necessary from time to time by the licensor and for the purpose connected herewith and for compliance of terms & conditions of any works relating to repair/additions/alterations or other damages that may be caused during the course of installation of any fittings, fixtures etc. or owing to the inspection of the premises.

22. That the licensee shall be responsible for all damages or loss of the property due to reasons for which he or his servant are directly responsible and shall be liable to made good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as be caused by storm, earthquake or any other natural calamities beyond his control. The decision of the licensor in regard to the extent and quantum of compensation if any to be paid to it shall be binding upon the licensee.

23. That the space allotted shall not be used for any other purpose for a purpose than for which it is allowed. The licensee shall not be permitted to utilize the premises to carry

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on any other trade along with the authorized business of license during the period of his license.

24. That the licensee shall also not keep any animal or convenience in on or outside the premises.

25. That the licensee shall also comply with the instructions given in the T&C attached with e-auction form.

26. That in case any amount becomes due against the licensee in respect of any matter covered under the license, the same on the failure of the licensee to pay within the time prescribed, be recovered as arrears of land revenue.

27. That all or any of the powers vested with the licensor in respect of grant determinations, revocations, cancellations or restoration of this license or recover of any dues in respect hereof or connected therewith shall be exercised by Vice- Chairman, Delhi Development Authority, Delhi and the licensee shall have no objection whatsoever in this respect.

28. The licensee shall not sublet the license of space to other than authorized.

29. Firefighting arrangements should be made at the site by the contractor to avoid any mis-happening.

30. The DDA will not be a party to any dispute between licensee and third party.

In witness whereof the parties to the agreement have signed this deed on the date first above mentioned. A true copy thereof signed by both the parties has been retained by the licensee.

Licensor Delhi
Development Authority

Licensee

Witness

1.....

2.....



Annexure – A

Declaration cum Undertaking Form

(To be filled separately by every Proprietor/Director/Partner of the Firm)

This Declaration is made at Delhi/New Delhi on this day of 202_ for implementing the work as mentioned under the head "Bidders Responsibilities".
By

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.

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

Or


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

Sl. No.	Name	Relation with family member	Name of Firm/ Company	Position in Company

AND

1) I hereby declare that I have no outstanding dues pending against me or any of my family member in individual capacity or against any Partnership firm(s)/company(ies) in which I or my family members am/are in position of Director/Promoter/Partner, in respect of any of the Mobile Tower site taken in the past by me or any of my family members through DDA E- Auction or otherwise.





2(i) I or any of my family members, who are/were Director/Promoters/Partners of the company(ies)/Partnership firm(s) have not been declared successful H1 bidder earlier in respect of Mobile Tower site auction held by DDA.

OR

ii) I or any of my family members, who are/were Director/Promoters/Partners of the company(ies)/Partnership firm(s), are/were declared successful H1 bidder and had taken over/operated DDA's Mobile Tower Sites in the past. Details as follows:

S.No.	Name of the Firm/ Company	E-auction Phase	Mobile Tower Site	Period for which Mobile Tower site was operated

3) 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 Mobile Tower site, I/We have cleared all the outstanding dues pending against the firms/company(ies) mentioned above.

In case we fail to do so, it would be deemed to have been defaulted in the bid and EMD will stand forfeited.

Name
(Signature)

Witness:

1.

2.

Annexure - B

S.N O	Plot ID	Name of Park	Area (Sq. mtr.)	Latitude	Longitude	Reserve Price (Rs.)	EMD Amount (Rs.)
1	709	PARK AT DISTRICT CENTER LAXMI NAGAR	13.94	28.638755 2	77.2866347 5	36000/-	108000/-
2	575	RESTORATION AND REJUVENATION OF FLOODPLAINS OF RIVER YAMUNA,NCT DELHI	13.93	28.7037	77.228229	36000/-	108000/-
3	565	ROUGH SKETCH PLAN OF GREEN BELT SECTOR-21 ROHINI	13.94	28.71724	77.067292	36000/-	108000/-
4	564	DISTT. PARK B-BLOCK PASCHIM PURI	14	28.663126	77.111225	36000/-	108000/-
5	563	COMMUNITY PARK AT SEC-7 DWARKA	13.94	28.58181	77.07347	36000/-	108000/-
6	562	DISTT. PARK AT PUNJABI BAGH EXTN.	14	28.662728	77.118781	36000/-	108000/-
7	561	PARK & LAKE MADIPUR	14	28.668949	77.117927	36000/-	108000/-
8	560	COMMUNITY PARK AT SEC-6,PLAZA DWARKA	13.94	28.591824	77.061725	36000/-	108000/-
9	559	DISTT PARK AT JASOLA NEAR APOLLO HOSPITAL	13.94	28.53953	77.28332	36000/-	108000/-
10	535	DISTT PARK IN MAYUR VIHAR PH-I ANANAD LOK	13.94	28.61701	77.2887	36000/-	108000/-
11	532	PARK ALONG 144 SFS SEC-A5 NARELA	13.94	28.86034	77.10449	36000/-	108000/-
12	531	PARK ALONG SEC A1 - A4 NARELA	13.94	28.80258	77.05577	36000/-	108000/-
13	519	DISTT. PARK SIRIFORT PH-I	13.94	28.55311	77.22985	36000/-	108000/-
14	516	QUTAB NURSERY AT LADO SARAI PH-I	13.94	28.53772	77.1932	36000/-	108000/-
15	500	GREEN BELT AT MAYAPURI G8 AREA RAJOURI GARDEN (KESHAV PARK SUBHASH NAGAR)	13.92	28.632818	77.117089	36000/-	108000/-
16	498	PARK AT SEC. 16-A DWARKA	13.94	28.609505	77.020117	36000/-	108000/-

Rahul

Jeet

Annexure - B

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5	563	COMMUNITY PARK AT SEC-7 DWARKA	13.94	28.58181	77.07347	36000/-	108000/-
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Rahul

Sanjay

Annexure - B

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Rehman

Imran