DELHI DEVELOPMENT AUTHORITY

TENDER DOCUMENT FOR E-AUCTION

OF

OPEN SPACES

FOR THE PURPOSE OF

MARRIAGE, SOCIAL/CULTURAL AND RELIGIOUS

FUNCTIONS

ON LICENSE FEE BASIS.

December, 2021

(Complete offer document is available on e-auction website www.ddaeauction.co.in 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 OPEN SPACES FOR

THE PURPOSE OF MARRIAGE, SOCIAL/CULTURAL AND RELIGIOUS FUNCTIONS ON LICENSE FEE BASIS.

1.	Issue of Notice for e-auction of open spaces on license fee basis	21.11.2021
2.	Last date of Online Registration for participating in e-auction on www.ddaeauction.co.in.	24.12.2021 (upto 6 PM)
3.	Last Date of submission of Technical Proposal and online EMD	24.12.2021 (upto 6 PM)
4.	Date of declaration of qualified bidders (eligible bidders whose Technical Proposals are found responsive)	-
5.	Date of online bidding under this e-auction (only among qualified bidders)	30.12.2021(02:00 P.M. to 05.00 P.M.)
6.	Help Desk operational for training and information on e-auction	24.11.2021

(Any changes in above schedule will be notified only on DDA website www.dda.gov.in and e-auction website www.ddaeauction.co.in

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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 or 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 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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I. GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS

1. Only registered bidders, who are eligible and have paid EMD online, will be able to participate in this e-auction.

2. One bidder can bid for only one number of site. As soon as his bid is accepted for one site as H1 bid, he will be blocked from the online bidding of remaining sites under this e-auction.

3. **Format and Signing of Proposal:** Bidders would provide all the information as per this E-Auction Document and in the specified formats. DDA reserves the right to reject any Proposal that is not in the specified formats.

4. **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.

5. **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).

6. **Cost of E-Auction Document:** The bidders have to download e-Auction Documents from DDA website **www.dda.gov.in** or e-auction website www.ddaeauction.co.in free of cost.

7. **Validity of Proposal:** The Proposal shall remain valid for a period of 120 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. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its EMD Deposit for the period of extension. The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Service Agreement.

8. **Clarifications:** To assist in the process of evaluation of Proposals, DDA may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

9. **Amendment of E-Auction Document:** At any time prior to the Proposal 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 by notifying on DDA website as well as e-auction website. Such modification will be binding upon all bidders participating in E-Auction process.

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10. **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.

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

12. **Force Majeure:** The bidders shall not be responsible for failure or delay in performing their obligations under presents 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.

13. **Disputes:** In case of disputes, only Local Courts in Delhi shall have jurisdiction.

II. BRIEF SCOPE OF WORK

1. This e-auction offers sites/open parcels of land owned and controlled by DDA in various parts of Delhi. The sites will be allotted on license through e-auction to the successful (H1) bidder for a period of 7 months (w.e.f. 1st February 2022 to 31st August 2022). The licensee should vacate the site on 01st September 2022 positively. Failing which damage charges per day (double the rent) will be levied on licensee. The reserve price for each site is at **Appendix 1**.

2. The site can be used by the licensee only for the purpose of organizing marriages, social/cultural/religious functions.

3. A bidder can get maximum one site out of those on offer through this auction.

4. The site will be given on license to the highest bidder (H1 bidder) for a period of 7 months.

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III. E-AUCTION DETAILS FOR PRESENT PROJECT

1. All the registered bidders will deposit three months advance reserve license fee as EMD at the time of registration. The EMD of unsuccessful bidders will be refunded electronically to their bank account after the completion of auction, without interest.

2. **Payment to be made after issue of LOI**: After issue of Letter of Intent (LOI), the H1 bidder will be required to deposit the difference amount equal to three months license fee and the EMD already deposited. If he fails to make this payment, his bid will be cancelled and EMD will be forfeited.

3. 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. www.ddaeauction.co.in 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 Help Desk Unit No. 202-203, 2nd Floor, H.B. Twin Tower, Tower-I, Netaji Subhash Place, New Delhi-110034.

   b) Participants shall have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority. Help is provided to prospective bidders for procuring digital signatures at the help desks mentioned at (a) above.

   c) 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.

   d) 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.

   e) Bidders are advised to change the password immediately on receipt from the e-auctioning portal.

4. **Online bids**:

   a) The bidders are required to quote for the rate (**7 months license fee**) with reference to the property put on e-auction, over and above the reserve price mentioned in the Appendix 1.

   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. 10,000/- (minimum increment value) or multiple thereof, with a maximum increment of rate of Rs. 5,00,000/-.

   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.

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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 if required, before confirming the bid submitted.

5. **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.

6. **Training and 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. Prospective bidders can get the required training and information on e-auctioning process during working hours.

7. **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.

8. **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. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

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

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i. Made misleading or false representations in the E-Auction reply or documents in support of mandatory criteria

ii. 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.

iii. Failed to provide clarifications related thereto, when sought;

iv. 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.

v. Any superfluous documents/document not related to the 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 scope of work/mandatory criteria as specified in the E-Auction document and not any other work.

vi. Any bidder found indulging in malicious campaign or disinformation campaign against any official of the DDA or any other bidders either directly or through third parties shall be liable for rejection of bid and other legal actions as per law. Such bidder may also be blacklisted by the DDA.

10. **BIDDER'S RESPONSIBILITY** - The following due diligence/deliberation is the sole responsibility of the bidder:

i. The Bidder may carry out field visit to assess the site offered on license at any time at his own cost.

ii. 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.

iii. It would be deemed that prior to the submission of Proposal, the Bidder has:

(i) Made a complete and careful examination of requirements, and other information set forth in this E-Auction Document;

(ii) Received all such relevant information as it has requested from DDA; and

(iii) 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.

(iv) DDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

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iv All the registered bidders will deposit three months advance license fee at the time of registration and further H1 bidder before taking over the physical possession of the site will be required to submit seven months bank guarantee, valid for a period of 12 months.

11. **Nature of Usage Allowed by DDA:**

i. The allowed usage for the said sites shall be for the purposes of organizing marriages, social/cultural/religious functions, fair/fete/mela, exhibitions, and exhibitions by cottage industries cultural event.

ii. The site is given on license on '**AS IS WHERE IS BASIS**'.

iii. The bidder is allowed to erect temporary pandal/structure/canopy and install related electrical and other civic infrastructure (porta cabin for guard's rooms / public utilities/bathrooms etc) at the said site.

iv. No pucca structure of any kind will be made/constructed/erected by the bidder in any space during the contract period failing which the contract shall be terminated.

v. That all such structures shall have to be removed by the selected bidder at the end of the contract period and site shall be returned to DDA in the same condition as on the time of handing over of site.

vi. The bidder shall be responsible for safety and security at the said site.

vii. Adequate communication and public address systems for assisting in emergency will be the responsibility of the bidder.

viii. At his own cost and expenses, licensee shall install as many C.C.T.V cameras as are required. All the entry and exit points of the site will be covered. The C.C.T.V cameras shall always be kept in working condition.

ix. The licensee shall not display or exhibit pictures, poster, statues or other articles which are repugnant to the morale or are of indecent, immoral or improper character.

x. The licensee shall not display or exhibit any advertisements or place or put up a hoarding on any part of the interior or exterior of the site.

xi. No criminal case or moral turpitude shall be pending against the prospective bidder.

xii. All necessary permissions from local authorities and from different departments/agencies shall have to be obtained by the bidder and DDA shall not be responsible in case of any default caused by the bidder. **No remission in quarterly license fee will be allowed under any circumstances.**

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12. **Other Obligations of Licensee**

i. Fire Safety norms will be adhered to by licensee while booking function and erecting any structure at the site and NOC to be obtained from the Fire Department by the licensee and shall adhere to the conditions of fire safety.

ii. The licensee will ensure the space for proper parking of vehicles to avoid the Traffic congestion. Parking management will be solely responsibility of the licensee and he shall ensure availability of proper parking space, and also ensure no guests park the vehicles in the neighborhood streets.

iii. The licensee will follow the guidelines of Disaster Management and obtain necessary clearances from concerned bodies as and when needed.

iv. Proper cleanliness should be maintained by the licensee and arrangement be made for solid and liquid waste disposal separately in co-ordination with the concerned local bodies/MCDs and will also abide by Swachh Bharat Mission rules notified in this regard and various directions issued by various authorities from time to time. He shall ensure that no waster shall be unauthorisedly dumped/discharged in violation of above rules.

v. Licensee will ensure that no water logging occurs on the site to avoid spreading water borne disease in the vicinity.

vi. The licensee should follow the guidelines of Hon'ble Supreme Court orders/rules issued by Competent Authority with regard to Noise/Sound/Air Pollution.

vii. The licensee should ensure that unlawful/illegal activity should not take place on the sites and proper law and order should be maintained during various functions.

viii. The licensee shall not use any plastic/non-biodegradable disposable utensils or single use plastic products (such as plastic bottles) to serve the guests. Only non-disposable, or biodegradable products shall be allowed.

ix. The bidder shall have to abide by all the relevant directions of DDA, Orders/Directions of the Courts of law related to such sites in question in addition to the terms of this E-Auction.

x. The bidder shall be responsible for ensuring that no nuisance or traffic hindrances/disturbances are created due to any function organized in the ground licensed to him. The bidder shall be solely responsible to the Law enforcement authorities.

xi. The bidder shall ensure that best quality fire resistant tent/shamiana & electrical fittings are used during any function.

xii. The bidder shall ensure that entry cum exit gates of the tented premises/pandals are kept sufficiently wide and remain open all the times during the function.

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xiii. In the event of violation of any terms & conditions by the bidder during the contract period, DDA shall have full right to cancel the agreement and the entire security amount deposited with DDA shall stand forfeited.

xiv. The bidder shall be responsible for all statutory taxes and payments to different agencies and indemnify DDA from the same.

xv. The bidder shall also absolutely comply with all the extant laws as applicable to the Government of NCT of Delhi/UOI etc.

13. **Penalty**

If any violation of any of the conditions prescribed in Para- 12 & 13 indicated is detected, a penalty of Rs. 1 Lakh per day/event of violation will be levied against the licensee. Further, he will also be black listed and not allowed to participate in future e-auction programmes.

14. **Site Termination by DDA prior to end of contract period:**

i. In case of termination of the contract by DDA prior to end of validity period in accordance with the terms and conditions of the e-auction, the bidder will be liable to pay proportionate license fee up to the date of termination for contract.

ii. DDA at any time may take back the physical possession of the site if the site is required for any development project with the approval of competent authority.

15. **No Liability of DDA**

i. DDA will not be responsible or liable on any account for any incident whatsoever at these sites.

ii. The bidder shall indemnify and keep indemnifying the DDA in respect of the losses or damages or expenses of litigation in connection with the sites.

16. DDA reserves the rights to carry out inspection by any official of the DDA to ensure that management of these sites is being done as per E-Auction terms and conditions and directions of DDA from time to time.

17. **No Tenancy Rights / Title / Interest:**

i. The permission by DDA shall be for a limited period and only for use as per E-Auction terms and conditions and agreement related thereto. This does not create any tenancy rights enjoyable by the selected bidder.

ii. The land of such sites shall always remain the property of DDA and the bidder shall not claim any right/title/or interest to any right or any nature of easement in relation to or respect thereto.

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18. Each bidder must conduct survey of the existing sites and make independent evaluation of the scope of work and potential revenue income. No bidder can hold DDA responsible for non-understanding of the scope of work. Bidders are free to visit the sites listed in this e-Auction Document. The process is fully in public domain and no separate information shall be given to any bidder by DDA on this account.

19. **Term & Tenure of license:** - The license of the site shall be awarded for the period of Seven months.

IV. QUALIFICATION CRITERIA

The bidder/licensee shall submit the following documents online on the e-auction portal:

i. Bank statement for 2020-21
ii. PAN Card
iii. GST registration
iv. Photo ID in case bidder is an individual

V. FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES

1. **EMD DEPOSIT:** Every bidder is required to make online payment equivalent to three months Reserve Price as Earnest Money Deposit through e-payment gateway of e-auction portal, to be eligible for participation in the e-Auction.

The Earnest Money will be forfeited on account of one or more of the following reasons:

i. Bidder withdraws the proposal during the validity period specified in E-Auction

ii. Bidder does not respond to requests for clarification or fails to provide required information during the evaluation process.

2. **NOTIFICATIONS:** DDA will inform the Successful Bidder online through e-mail as provided by the bidder through the service provider agency i.e. ITI Ltd.

3. **LETTER OF INTENT:** "LOI shall be issued online through BHOOMI Portal only. 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. www.ddaeauction.co.in. LOI will be communicated to bidder only through system generated email ddaeauction@dda.org.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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4. **Process for making LOI payment and acceptance: -**

"A temporary user id and password shall be sent to the registered email id of successful bidder through system generated email id ddaeauction@dda.org.in. Kindly login the URL https://eservices.dda.org.in/user using login details provided to you via your registered email ID registered for e-auction for acceptance of LOI and making 2nd stage EMD payment within stipulated time."

5. **WORK ORDER:** Upon receipt of LOA from the selected bidder, an Offer Letter shall be issued generally within 15 days of receipt of letter of acceptance from the selected agency subject to submission of proof of payment of license fee. Signed copy of agreement executed on Rs. 100/- non-judicial stamp paper. Thereafter a Possession Letter shall be issued to the selected agency.

6. **AGREEMENT:** An agreement would be executed with the selected bidder, prior to issue of possession letter to him. The draft agreement is enclosed as **Appendix-3**. 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 reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/ deleted, 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 all negotiations with the selected bidder shall form a part of the agreement.

7. **SECURITY DEPOSIT AND RENEWAL OF CONTRACT:**

i. That the selected bidder shall give a EMD equivalent to three months license fee and Security Deposit equivalent to Seven months license fee as bank guarantee.

ii. In case of failure of the bidder to pay the license fee within stipulated time, apart from forfeiture of advance license fee DDA shall levy a penalty.

"The successful Bidder 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 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 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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8. **DISPUTES:** In case of disputes, only Local Courts in Delhi shall have jurisdiction.

VI. CONTRACT TERMINATION

1. Any of the following events shall constitute an event of default by the Bidder entitling the Competent Authority to terminate the agreement with the Bidder:

i. Failure to pay the license fee within stipulated time.

ii. Upon occurrence of any of the defaults, the DDA would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the DDA shall be final and binding on the Bidder.

iii. In case of disputes, only Local Courts in Delhi shall have jurisdiction.

UNDERTAKING: I/we have gone through the e-Auction Documents and accepted all the terms and condition of the E-Auction and bound by the conditions given in the document as well as scope of work.

That we agree that any E-Auction may be rejected if the competent authority feels that the response to E-Auction is not qualified enough for the selected bidder to execute the project.

Seen and accepted. Signature of the Authorized Signatory
(With Office Rubber Stamp)

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Annexure '1'

Reserve Price of new identified 18 open sites (for 07 months)

Sl. No.	Zone	Name of site/Address & locality/Site No.	Site UID No.	Category	Area of Size in Sqm.	Reserve Price for 07 Months (Rs.)
1	North	Vacant land GTK Gujrawala Tower	18B	C	2000	14,00,000
2	North	Vacant land at MP Enclave Pitampura (Two Site)	3A	C	2500	17,50,000
3	North	Vacant land at MP Enclave Pitampura (Two Site)	3B	C	2000	14,00,000
4	East	CBD Shahdara Plot No. 7A	EZ-61	C	2500	17,50,000
5	East	CBD Shahdara	EZ-131	C	2500	17,50,000
6	East	CBD Shahdara Plot No. 30	EZ-119	C	2500	17,50,000
7	East	CBD Shahdara Plot No. 34	EZ-51	A	2500	35,00,000
8	Dwk	Distt. Centre at Sec-12	DWK-20	C	2000	9,80,000
9	Dwk	Distt. Centre at Sec-12	DWK-21	C	3000	14,70,000
10	Dwk	Distt. Centre at Sec-12	DWK-22	C	3000	16,17,000
11	Dwk	Sports field at C-Blk, Vikas Puri	DWK-102	D	2000	4,90,000
12	Rohini	Distt. Centre-II Sec-10 Rohini	F-1	C	4000	28,00,000
13	Rohini	Distt. Centre-II Sec-10 Rohini	F-2	C	4000	28,00,000
14	Rohini	Distt. Centre-II Sec-10 Rohini	F-3	C	4000	28,00,000
15	Rohini	Distt. Centre-II Sec-10, Rohini	F-6	C	4000	28,00,000
16	Rohini	Distt. Centre-II Sec-10, Rohini	F-7	C	4000	28,00,000

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17	Rohini	Distt. Centre-II Sec-10, Rohini	F-8	C	4000	28,00,000
18	Rohini	Distt. Centre-II Sec-10, Rohini	F-9	C	3997.5	28,00,000

Note: **The licensee would also be required to pay GST at the prescribed rate apart from monthly license fee.**

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APPENDIX 2

FORMAT FOR COVERING LETTER ON LETTERHEAD

Date:

To

The Vice Chairman,
Delhi Development Authority,
Vikas Sadan,
INA, New Delhi - 110023

REF: E-AUCTION FOR AWARD OF OPEN SITES OF DDA ON LICENSE

Dear Sir,

1) With reference to your advertisement as above for selection of an agency as per the subject above, we submit our Proposal for your consideration.

2) I/We have read and understood the E-Auction Document in respect of the Project provided to us by DDA and are submitting our Proposal with a validity of 120 days for your kind evaluation.

3) We have gone through the e-Auction Documents and accept all the terms and condition of the E-Auction and are bound by the conditions given in the document as well as scope of work.

4) We agree that any E-Auction may be rejected without assigning any reason, if the competent authority feels that the Proposal does not qualify as per evaluation criteria.

5) Relevant details of our Proposal are as follows:

S.No	Component	Details
1	Name Of Agency	
2	Legal status (individual, Proprietorship firm, Company, Partnership firm/other)	
3.	Nature of business i. Tent and decoration ii. Event management iii. Caterer iv. Hotel/banquet	
4.	Office Address/Telephone No / Fax No/Email ID/Website	
5.	Names of person concerned with this work with title and Telephone No / Fax/ Email ID etc.	

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Enclosures with this application (submitted online):

i. Bank statement for 2020-21
ii. PAN Card
iii. GST registration
iv. Photo Id in case bidder is an individual

Dated this ……..Day of ……., 2021.

Name of the Bidder……

Signature of the Authorized Person ……

Name of the Authorized Person ……...

Seal of the applicant bidder:

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DRAFT AGREEMENT

This AGREEMENT is made at Delhi/New Delhi on this …….. day of …….. 202_ for implementation the work as mentioned under the head *"Scope of work in the E-Auction (Annexure -1) 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 no…… dated……, the SECOND PARTY has consented to implement the same vide acceptance letter no …… dated ...../……./202_.

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 LEGALLYBOUND 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 I (12).

1.2. "Agreement" shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

1.3. "Applicable Law" shall mean as the law of land, may include the judgments, decrees, injunctions, writs or orders of any courts of record directly involving the project in this agreement only.

1.4. "Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Service Provider under Applicable Law, in connection with the Project during the subsistence of this Agreement.

1.5. "Appointed Date" shall mean the date of this Agreement.

1.6. "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.

1.7. "COD" or "Commencement of Operations Date" shall mean the date on which the Service Provider has to start the project as per E-Auction terms and conditions.

1.8. "Department" means Delhi Development Authority/any agency of the Government of India/Government of NCT of Delhi.

1.9. "Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in Article I (12).

1.10. "Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

1.11. "Operations Period" shall mean the period commencing from COD and ending at the expiry of the agreement.

1.12. "Parties" shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.

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1.13. "Performance Security" shall mean the guarantee for performance of its obligations to be procured by the Service Provider in accordance with E-Auction terms and conditions. The word performance security/security deposits are one and the same thing.

1.14. "Preliminary Notice" shall mean that the DDA reserve its right to terminate this agreement any time after giving one month's notice.

1.15. "Project" shall mean the entire scope of work as in the E-AUCTION FOR MANAGEMENT OF AUTHORISED 25 SITES UNDER THE JURISDICTION OF DDA and other obligations as spelt in the agreement.

1.16. "Project Agreements" shall mean collectively this Agreement and any other material contract entered into or may hereafter be entered into by the Service Provider in connection with the Project.

1.17. "Project Requirements "shall mean the obligation of the PARTIES as per E-AUCTION FOR LICENSE OF OPEN LAND OF DDA or any other requirements as per the present agreement.

1.18. "Project Site" means _____ sites as per the E-AUCTION FOR MANAGEMENT OF AUTHORISED 25 SITES UNDER THE JURISDICTION OF DDA

1.19. "Rupees" or "Rs." refers to the lawful currency of the Republic of India.

1.20. "Services" means the work to be performed by the Bidders pursuant to this contract as described in this agreement.

1.21. "Tax" shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the Service Provider under Applicable Law.

1.22. "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.

1.23. "Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.

1.24. "Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

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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 (1ST).

(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, license or document of any description shall be construed as reference to that agreement, deed, instrument, license 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, authorisation, 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 authorised representative of such Party in this behalf and not otherwise;

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(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 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. SERVICE PROVIDER'S OBLIGATIONS

4.1. The Public Service Provider shall be responsible for the entire scope of work as in e-Auction Documents as well as the following:

4.1.1. Pay all taxes, duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Service Assignment Period.

4.1.2. The SECOND PARTY shall indemnify and hold harmless DDA and their employees from and against all claims, damages, losses and expenses arising out of or resulting from Service Provider's negligence or breach in execution of this agreement.

4.1.3. The SECOND PARTY can employ any qualified staff as per their free will and market economics without any objection from DDA.

5. COMMUNICATIONS

5.1. Communications in Writing

Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and in English.

5.2. Change of Address:

A Party may notify the other Party of a change to its name, addressee, address and telex or facsimile numbers provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place, or if no date is specified or the date specified is less than five days after the date on which notice is given, the date falling five days after notice of any such change has been given.

6. NO BREACH OF OBLIGATIONS

6.1. The Service Provider shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on' account of any of the following:

6.1.1. Force Majeure Event

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6.1.2. Compliance with the instructions of the DDA or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Service Provider of any of its obligations hereunder;

6.1.3. Closure of the Project Facility or part thereof with the approval of DDA.

7. FORCE MAJEURE

7.1. Force Majeure Event: The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include natural calamities including Act of God, epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water 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.

8. EVENTS OF DEFAULT AND TERMINATIQN

8.1. Termination Notice – The DDA reserves the right to terminate this agreement after giving one month notice for violation of terms and conditions of the tender, scope of work and as per the terms and conditions of the e-auction document.

8.2. Withdrawal of Termination Notice

Notwithstanding anything, if the service provider cures the underlying event of default, prior to the termination of notice communication, DDA may consider to withdraw the notice of termination.

9. DISPUTE RESOLUTION

In case of disputes, only Local Courts in Delhi shall have jurisdiction.

10. REPRESENTATIONS AND WARRANTIES. DISCLAIMER

10.1. Representations and Warranties of the Service Provider: The Service Provider represents and warrants to DDA that:

10.1.1. It is duly organized, validly existing and in good standing under the laws of India;

10.1.2. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

10.1.3. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

10.1.4. It has the financial standing and capacity to undertake the Project;

10.1.5. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

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11. MISCELLANEOUS

11.1. Governing Law and Jurisdiction: This Agreement shall be governed by the laws of India. The Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2. Language: All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

11.3. Amendments: This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by both parties.

11.4. Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto with respect to all contained hereinabove and all the clauses/conditions of the E-Auction document as per ANNEXURE I shall be binding on both the PARTIES.

11.5. Survival: Termination of this Agreement:

11.6.1. Shall not relieve the Service Provider or DDA of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and

11.6.2. Except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party, prior to the effectiveness of such Termination or arising out of such Termination

11.7. 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 AGREEMENTAS OF THE DATE FIRST ABOVEWRITTEN.
SIGNED SEALEDAND DELIVERED

For and on behalf of DDA	For and on behalf of SECOND PARTY
Name/ Designation (Signature with Seal)	Name/ Designation (Signature with Seal)

Witness:

1. 2.

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