

DELHI DEVELOPMENT AUTHORITY
INSTITUTIONAL LAND BRANCH
Room No.216, A-Block, 2nd Floor, Vikas Sadan, INA,
New Delhi-110023

No. F. LD/IL/0008/2021/REL/8-O/o DY. DIRECTOR (IL)/1765

Comp. No. 14136
Dated:- 07/05/2021

POLICY FOR PERMITTING USAGE OF DDA COMMUNITY HALLS FOR COVID PURPOSE

1. Presently, DDA is offering 67 Community Halls for on-line booking for Marriage / other social purposes.
2. Considering the current pandemic situation, there has been a demand for augmenting COVID related infrastructure in the city. Also, due to Covid Pandemic, usage of Community Halls for social purposes are also coming down.
3. Already, DDMA and District Authorities are requisitioning, and DDA is making available to the DC concerned, Community Halls for usage by District Authorities to combat CoVID.
4. In view of above, it has been decided to offer DDA Community Halls on as-is-where-is basis for any CoVID related infrastructure temporarily, for maximum six months, till such time this Corona pandemic is prevalent.
5. The Community Halls shall be allowed to be utilized for any infrastructure relating to combating CoVID, such as-
 - a. CoVID wards
 - b. COVID OPD
 - c. Isolation facilities
 - d. Medicine / Hospital supply and storage facilities
 - e. Oxygen storage / supply
 - f. Dharamshala / Waiting room for Patient's relatives
6. Any other use may be permitted by Vice Chairman, if he deems fit, provided he is satisfied that the same is for mitigating the CoVID pandemic.
7. The priority for granting permission if there are multiple requests shall be –
 - i. Government / Local Body
 - ii. Any other government agency / PSU
 - iii. Charitable Organisations (Registered societies) having past track record
 - iv. Charitable Hospitals
 - v. Other Hospitals / Nursing Homes
 - vi. Resident Welfare Associations
8. The present per day Charges for Booking of Community Halls are –

Category of Community Hall	Built up space	Open Space
A	Rs 10/- per sqm per day	Rs 5/- per sqm per day
B	Rs 5/- per sqm per day	Rs 3/- per sqm per day
Cleaning Charges (Applicable for both category)	Rs. 5/- per sqm per booking (max 3 days)	Rs 2.5 per sqm per booking (max 3 days)
Security Deposit	1.5 times total booking Charges	1.5 times total booking Charges

9. For the purpose of facilitating developing CoVID related facilities in the city, Community Halls are being offered at a discounted rate as below –

Category of Community Hall	Built up space License Fee#	Open Space License Fee#
A	Rs 20/- per sqm per Month\$	Rs 10/- per sqm per month\$
B	Rs 10/- per sqm per Month\$	Rs 6/- per sqm per month\$
Cleaning Charges (Applicable for both category)*	Rs. 5/- per sqm per booking	Rs 2.5 per sqm per booking
Security Deposit δ	5 times booking Total License Fee + Cleaning charge	5 times Total License Fee + Cleaning charge


*Note : Day to day cleaning and maintenance during the period of booking will be done by the Booking Agency itself. This cleaning charges are for restoration of the Community Hall after the usage has been completed.

#Complete License Fee to be paid in advance.

\$ In case of Booking / usage for part of month, full month License Fee shall be payable.

δ Security can also be furnished by submitting a Bank-Guarantee, valid for 1 year for the amount of security deposit.

10. In case premises are not vacated upon the expiry of License tenure, Security deposit will be forfeited and in addition per day charges as per the current booking policy shall become payable for the excess period.
11. The Conditions of Allotment shall be as per Annexure-I.
12. Procedure of Allotment
- DDA shall invite Expression of Interest from interested parties by issuing public notice.
 - A Committee under CE(HQ) shall examine the proposals and recommend to VC
 - Based on Committee recommendations, VC shall decide to allot the C.Halls on temporary basis.
 - License Deed shall be executed by the Executive Engineer of the division concerned.
13. There shall be regular monitoring of utilization of the Community Hall by the Area Executive Engineer.
14. The Community Halls being offered for such use are at Annexure – II
15. Format for Application is at Annexure – III.
16. Format for Bank Guarantee is at Annexure – IV.
17. The Application in the prescribed format is to be made to Zonal SE(HQ) as per details in Annexure – V


(Sada Shiv)
Dy. Director (IL)

To.

1. Dir Systems for publication on web-site
2. OSD to Vice Chairman
3. Member (A&LM)
4. Engineering Member, DDA
5. Finance Member, DDA
6. All Chief Engineers, DDA
7. Commissioner (LD-I), (LD-II), (LM), (Planning), CCS

CONDITIONS OF ALLOTMENT (COMMUNITY HALLS)

1. The Community Hall shall be used for Covid Management facility only
2. The Licensee shall be required to vacate the premises within two days in case DDA or DDMA authorities require it on urgent basis for public purpose.
3. Organisation using the Community Hall shall provide the services on charitable / no profit no loss basis. A declaration shall be provided to this effect. Failure to meet this condition will result in forfeiture of security deposit.
4. Organisation shall keep proper and separate accounts of the said services, and shall produce to DDA whenever sought.
5. Upon expiry of the tenure, the Agency shall submit Physical and Financial Report of Services provided by utilization of the Community Hall. Security deposit shall be refunded, within 15 days of submission of this report, and after being satisfied of compliance of conditions.
6. Activities Not Permitted : The Community Hall and the open space shall not be used for Political events, running Restaurant, Bar, Dance Bars, Retail sale of goods or services, Movie Theatre, Offices (except office to manage the premises), Clubs.
7. The site is given on license on 'AS IS WHERE IS BASIS'.
8. Any infrastructure upgradation, if required, will be done by the Licensee at his own cost without any liability of DDA.
9. Advertisement : No Advertisement / publicity shall be allowed from this premises. However, the organization can install a Board displaying details of the facility being organized.
10. In case of delay in payment of License Fee, interest @ 6% per annum for the delay period shall be payable. For the purpose of calculation of interest, any part of month shall be treated as full month. In case delay is more than six months, penal interest @ 10% per annum shall be applicable.
11. The License shall be non-transferable and non-renewable. Upon expiry of the License, the Licensee shall vacate and surrender peaceful possession of the premises, in good and habitable condition, to the Licensor. In case of failure to handover possession on due date, damages @ two times the license fee last payable shall be levied.
12. All necessary permissions from local authorities and from different departments/agencies shall have to be obtained by the licensee and DDA shall not be responsible in case of any default caused by the licensee.
13. No remission in license fee will be allowed under any circumstances shall be considered.
14. Adequate communication and public address systems for assisting in emergency will be the responsibility of the licensee.
15. The Licensee shall ensure that infrastructure upgradation, if any, is within the Norms of Master Plan and Building By-laws, and permission of appropriate statutory authorities are obtained.
16. Before undertaking the infrastructure upgradation at the site, the Licensee shall submit a project report of the same to Licensor and obtain NOC for the same.
17. Subject to Fire clearance, the licensee is allowed to erect temporary pandal/ structure/ canopy on the open site(s) attached to the Community Hall. For Security purpose, licensee can install porta cabin for guard's rooms near the entry gate within the licensed premises.
18. Except for the Security Guard, no person shall be allowed to stay/ board within the premises

19. The licensee shall ensure that best quality fire resistant tent/shamiana & electrical fittings are used
20. No pucca structure of any kind will be made/constructed/erected by the licensee in open space.
21. Licensee shall ensure that no damage to trees, plants is caused within as well as around the premises during the infrastructure upgradation work or during organizing of events.
22. All such temporary structures shall have to be removed by the selected licensee at the end of the contract period. However, the infrastructure upgradation work done within the Community Hall building shall not be required to be removed. (For clearing of doubt, the movable properties commissioned by the Licensee can be taken away by the Licensee)
23. The licensee shall be responsible for maintenance of hygiene, safety and security at the said premises.
24. Licensee shall indemnify and hold harmless DDA and their employees from and against all claims, damages, losses and expenses arising out of or resulting from Licensee's negligence or breach in execution of this agreement. Licensee shall keep DDA indemnified as harmless for any losses / injuries in use / operation of the Community Hall.
25. 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.
26. The licensee shall ensure that entry cum exit gates of the tented premises/pandals are kept sufficiently wide and remain open all the times during the use.
27. The licensee will follow the guidelines of Disaster Management and obtain necessary clearances from concerned bodies as and when needed.
28. 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.
29. 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.
30. The Licensee shall be responsible for ensuring that no nuisance or traffic hindrances/disturbances are created due to any activity organized in the premises licensed to him. He shall be solely responsible to the Law enforcement authorities.
31. 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, no guests cause nuisance while parking vehicles in the neighborhood streets.
32. Proper cleanliness should be maintained by the licensee and arrangement be made for solid and liquid waste, (and medical waste, if any) 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 water shall be unauthorisedly dumped/discharged in violation of above rules.
33. Licensee will ensure that no water logging occurs on the site to avoid spreading water borne disease in the vicinity.
34. The licensee should follow the guidelines of Hon'ble Supreme Court orders/rules issued by Competent Authority with regard to Noise/Sound/Air Pollution.
35. Any Civil, electrical maintenance work required on the site during the period of the license shall be carried out by the Licensee at his own cost using best quality material.
36. The licensee shall be responsible for all statutory taxes and payments to different agencies and indemnify DDA from the same.

37. The licensee 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.
38. The licensee shall also absolutely comply with all the extant laws as applicable to the Government of NCT of Delhi/UOI etc.
39. In case any disaster / damage / untoward incident happens in the Licensed premises, the Licensee shall, as immediately as may be practicable, inform the concerned authorities, Local Police and the Licensor. A detailed report of such an incident should be submitted by the Licensee to the Licensor within one week of the incident.
40. DDA'S RIGHTS AND PRIVILEGES
- a. In the event of violation of any terms & conditions by the licensee during the contract period, DDA shall have full right to cancel the agreement and the entire security amount deposited with DDA shall stand forfeited. No compensation towards cost of infrastructure investment shall be payable in case license is terminated on violation of License Terms and conditions.
- b. Penalty : If any violation of any of the conditions prescribed is detected, a penalty of Rs. 10,000 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 activities of DDA.
- c. No Liability of DDA
- i. DDA will not be responsible or liable on any account for any incident whatsoever at these sites.
- ii. The licensee shall indemnify and keep indemnifying the DDA in respect of the losses or damages or expenses of litigation in connection with the sites.
- d. DDA reserves the rights to carry out inspection by any official of the DDA to ensure that management and maintenance of the site is being done as per terms and conditions and directions of DDA from time to time.
- e. No Tenancy Rights / Title / Interest of Licensee:
- i. The permission by DDA shall be for a limited period and only for use as per terms and conditions and agreement related thereto. This does not create any tenancy rights enjoyable by the selected licensee.
- ii. The land of such sites shall always remain the property of DDA and the licensee shall not claim any right/title/or interest to any right or any nature of easement in relation to or respect thereto.
- f. Reduction / Condonation/ waiver of Penalty : Vice Chairman, DDA shall have the rights to reduce / condone / waive the penalty, full or in part, at his sole discretion, considering the facts and circumstances of the violation and gravity of the same.
- g. Any of the following events shall constitute an event of default by the Applicant entitling the Competent Authority to terminate the agreement with the Licensee:
- 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 Licensee.
- h. 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 by the Vice Chairman, DDA or by the sole

arbitrator appointed by VC, DDA - whose decision thereon shall be final and binding on both the parties.

- i. 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 EMD, six months bank guarantee and license fee.

41. Early Termination by DDA prior to end of contract period:

- a. 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 by giving a month notice.
- b. In case of termination of the License by DDA prior to end of validity period in accordance with the terms and conditions of the e-auction, the licensee will be liable to pay proportionate license fee up to the date of termination for contract.

42. FORCE MAJEURE

- i. Force Majeure is herein defined as any cause, which is beyond the control of the selected Licensee or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
 - a) Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
 - b) Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
 - c) Terrorist attacks, public unrest in work area;
- ii. Either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. 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.
- iii. The Licensor or the Licensee shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

List for Community Halls

	ZONE	ADDRESS	Category	Tot Area (sqm)	Built Area	Open area	FLOOR	License fee per month (Built up)	License fee per month (open space)	Total License Fee per month	Security Deposit in Lakh (if booked for six months)
1.	NORTH	C.H. at Jaidev Park	B	486	196	290		1960	1740	3700	1.11
2.	NORTH	C.H. at Village Pittam Pura Opposite Maharaja Agarsen Dhamshala	B	1300	270	1030		2700	6180	8880	2.66
3.	NORTH	Community Hall at Pocket-F, Sector-B2, Narela	B	1040	500	540	GF / FF	5000	3240	8240	2.47
4.	NORTH	Community Hall at Sainik Vihar and Rishi Nagar (Rani-Bagh)	B	598.2	598.2	0	GF/FF/SF/TF	5982	0	5982	1.79
5.	NORTH	Community Hall, M-Block, Shastri Nagar, Delhi	A	2950	275			5500	0	5500	1.65
6.	NORTH	Open Area at Community Hall at Sainik Vihar and Rishi Nagar (Rani-Bagh)	B	1198.5	0	1198.5		0	7191	7191	2.16
7.	NORTH	SFS FLATS, C AND D BLOCK, S HALIMAR BAGH	B	712	250	462		2500	2772	5272	1.58
8.	NORTH	block.c-1, keshavpuram	A	1276	270	1006		5400	10060	15460	4.64
9.	NORTH	ch at rajender nagar	A	1480	165	1315		3300	13150	16450	4.94

10.	NORTH	ch at wazirpur village phase-1, ashok vihar	B	1437	300	1137	3000	6822	9822	2.95
11.	NORTH	community hall at sector B-4, pkt-13, Narela	B	465.88	139.7	326.18	1397	1957	3354	1.01
12.	SOUTH	village adhechini near bses office	B	5253.14	270.9	4982.24	2709	29893	32602	9.78
13.	EAST	Community Hall at Preet Vihar (GROUND + FIRST + SECON ND)	A	1682	948	734	18960	7340	26300	7.89
14.	EAST	D-Block, Anand Vihar	A	1350	250.57	1099.43	5011	10994	16006	4.80
15.	EAST	DDA Staff Club Mayur Vihar Ph-I Pkt-III(GROUND + FIRST + SECOND)	B	1270.82	867.25	954.02	8673	5724	14397	4.32
16.	EAST	block-a	A	968	204.4	763.6	4088	7636	11724	3.52
17.	EAST	kanti nagar Shankar gali No. 2	B	821.38	196.38	625	1964	3750	5714	1.71
18.	EAST	lig pocket	B	710	240	470	2400	2820	5220	1.57
19.	EAST	near police station krishna nagar	B	1160.13	260.13	900	2601	5400	8001	2.40
20.	EAST	pocket-12	B	729.85	266	463.85	2660	2783	5443	1.63
21.	EAST	shastrni nagar	B	1768.85	888.72	880.13	8887	5281	14168	4.25
22.	DWARKA	A3 Block, Near Kali mandir	B	1445	195	1250	1950	7500	9450	2.84
23.	DWARKA	C.H. at GH-6, Paschim vihar	A	1280	195	1085	3900	10850	14750	4.43
24.	DWARKA	Community Hall at HAF Pocket-A, Sector-3, dwarka(GROU	A	2000	1283.44	716.56	25669	7166	32834	9.85

		ND + FIRST + SECOND)																		
25.	DWARKA	Community Hall at Village Dhasiras adjoining sector 24, Dwarka phase-II	B	10500	636.22	9863.78	FF/SF	6362	59183	65545	19.66									
26.	DWARKA	Community Hall near Jat Chopal, Palam Village, Sector-7	B	2000	850.29	969	FF/SF/TF	8503	5814	14317	4.30									
27.	DWARKA	Community hall at Pkt.1,2,3, 4 Nasir Pur (Durga park) Gram Sabha Land Dwarka, Phase-I (GROUND + FIRST)	B	2044	613.5	1430.5		6135	8583	14718	4.42									
28.	DWARKA	Community hall at Pocket-III, Paschim Puri	B	2785	528	2257		5280	13542	18822	5.65									
29.	DWARKA	DDA Staff club. Janakpuri	A	7000	557	6443		11140	64430	75570	22.67									
30.	DWARKA	GH-1, Paschim Vihar (384)	A	701	234	467		4680	4670	9350	2.81									
31.	DWARKA	Near Pocket BG-6 and BG-7 (FIRST + SECOND or THIRD + FOURTH)																		
32.	DWARKA	Pkt 15, sector-1, Dwarka	B	727.5	160	567.5		1600	3405	5005	1.50									
33.	DWARKA	Pkt-1, sector 16-B, Dwarka	B	522.5	224	298.5		2240	1791	4031	1.21									
34.	DWARKA	Sector-9, Dwarka near IT on police Station Road						0	0	0	0.00									
35.	DWARKA	bharthal Village	B	6365	530	5835		5300	35010	40310	12.09									
36.	DWARKA	community hall at Isolated pocket 5A, Near Mirzapur	B	1800	528.96	1271.04	FF/SF	5290	7626	12916	3.87									

37.	DWARKA	gh-13,g-17,paschim vihar	A	701	234	467		4680	4670	9350	2.81
38.	DWARKA	gh-4,paschim vihar (356 sfs)	A	701	234	467		4680	4670	9350	2.81
39.	DWARKA	sec-19, Ph.1, Near Amberhai village	B	1200	627	573		6270	3438	9708	2.91
40.	ROHINI	Banquet Hall in Community Plaza on Plot No. 12, 14 and 16 in CC, sec-3, Rohini	B	447.48	447.48	0	GF/FF	4475	0	4475	1.34
41.	ROHINI	Community Hall at Block-G, Sector-XI, Rohini	B	745.85	292.22	453.63	SF/TF	2922	2722	5644	1.69
42.	ROHINI	Community hall in Block-A, Sector-16, Rohini	B	480	167.64	312.36		1676	1874	3551	1.07
43.	ROHINI	Multi Purpose Community Hall in CS/OCF-4, Sector-5, Rohini	B	860	248.5	611.5	SF/TF	2485	3669	6154	1.85
44.	ROHINI	Multi Purpose Community Hall in CS/OCF-5, Sector-13, Rohini	A	1887.23	542.8	1344.43	SF/TF	10856	13444	24300	7.29
45.	ROHINI	community hall in-630 fig-houses, block f-7, sec-18	A	826.68	413.34	413.34		8267	4133	12400	3.72
46.	ROHINI	community hall, mangle ram park, near sec-23, dda	A	807.1	277.1	530		5542	5300	10842	3.25

Note : Community Halls that are currently not feasible on account of repair works / already occupied are marked as '~~struck-off~~'

The Community Halls are being offered on as-is-where is basis. Applicants are advised to do a site visit to ascertain the present conditions before applying.

Some Community Halls may not have electricity and/or water connection. Also, some Community Halls may be located in congested areas. Applicants are advised to verify the same before applying.

ANNEXURE - III

FORMAT FOR APPLYING FOR COMMUNITY HALL ON LICENSE FEE BASIS FOR COVID RELATED USE

(To be printed on the letter head of the Organisation)

To,

SE(HQ), DDA
Zone _____

Sir,

I / my organization propose to take DDA community hall on License basis as per the terms and conditions of offer as per Public Notice No _____ Dated _____. The Details of our organization and proposed use are as below-

1.	Name of The Organization	
2.	Address	
3.	Legal Status	Individual / Registered Society / Company / Government or Local Body / Firm or Partnership / Resident Welfare Association / Other (Pl Specify)_____
4.	Registering Authority (if any)	
5.	Registration Number	
6.	GST Number, if any	
7.	PAN Number	
8.	Present Activity(ies)/ Services of the organization.	
9.	Address / Location of present services of the Organisation	
10.	Is the Organisation a Charitable Organisation under the IT Act?	Yes / No
11.	Name of Authorized Signatory	
12.	Designation of Authorised Signatory	
13.	Residential Address of Authorized Signatory	

14.	Name of Community Hall sought for	
15.	Address of Community Hall	
16.	Open space Attached to CH also sought?	Yes / No
17.	Floor No(s) of Community Hall that are sought?	
18.	Period for which the Community Hall is sought (From) (to) (Number of Months)	DD / MM / YYYY
19.	Purpose for which C.H. is sought	
20.	Details of Facility that will be established in the C.H.	
21.		

I hereby declare that the services that will be offered from the said Community Hall shall be on Charitable or no-profit-no loss basis.

I hereby undertake that the Community Hall shall be utilized as per the terms and conditions of the offer.

I hereby also submit Bank Guarantee / Security Deposit* for Rs _____ in favour of DDA along with this proposal. I undertake to pay the full License Fee in advance, within 7 days of LOI, if it is decided to allot the Community Hall to me / my organization.

I understand, DDA is not bound to accept my proposal. In case, any information supplied by me in this proposal is found to be false, DDA may forfeit the Security.

Thanking You

Yours Sincerely,

()

Designation

(Authorised Signatory)

Encl :

Bank Guarantee / Challan of deposit of Security Deposit.

FORMAT FOR BANK GUARANTEE

BG No.

Date:

1. In consideration of you Delhi Development Authority, Government of India, New Delhi —110007 (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of Applicant Agency], (hereinafter referred to as the Proposer (which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for grant of License for utilizing Community Hall at <Location> for establishment of facilities related to combating CoVID in the community, we [Name of the Bank] having our registered office at [registered address] and one of its branches at[branch address](hereinafter referred to as the —Bank), at the request of the Proposer, do hereby in terms of relevant clause of the Public Notice issued by DDA, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Public Notice and Terms and Conditions of Allotment therein, by the said Proposer and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words])(hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Proposer if the Proposer shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Public Notice or the License deed in pursuance of grant of the License.
2. Any such written demand made by the Authority stating that the Proposer is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Public Notice and Terms and Conditions therein or the License Deed shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Proposer is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Public Notice and the License deed, including without limitation, failure of the said Proposer to keep its proposal valid during the validity period of the Proposal as set forth in the said Public Notice, and the decision of the Authority that the Proposer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Proposer or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Proposer or any other person and irrespective of whether the claim of the Authority is disputed by the Proposer or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Proposer to fulfill and comply with the terms and conditions contained in the Public Notice and the License deed including without limitation, failure of the said Proposer to keep its Proposal valid during the validity period of the Proposal as set forth in the said Public Notice for any reason whatsoever. Any such demand made on the

Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 360 (three hundred sixty) days from the Date of issue and a further claim period of thirty (30) days or for such extended period as maybe mutually agreed between the Authority and the Proposer, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Proposer or the Bank or any absorption, merger or amalgamation of the Proposer or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be titled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Public Notice or License deed or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Proposer or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Public Notice by the said Proposer or to postpone for anytime and from time to time any of the powers exercisable by it against the said Proposer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Public Notice or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Proposer or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Proposer or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise here under shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered a tour above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Proposer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Proposer or any other person and which shall , at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 here of, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. / Ms. [name], it's [designation] and authorized official. (Signature of the Authorized Signatory) (Official Seal)

Notes:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

ANNEXURE - V

List of Officers/ SE(HQ) to whom Applications are to be submitted.

S.No.	Zone	Name S/Shri	Mobile No.	Email id	Office address	Office No.
1	Project Zone	Sh. Harminder Singh Sidhu	8130012805	sehqrj.dda@gmail.com	Office of CE(Project), Asian games village, Sirifort.	26491227
2	South Zone	Sh. Arvind Kumar	9818942880	sehqsez@dda.org.in	Office of CE(South), Asian games village, Sirifort.	26490704
3	East Zone	Sh. Ramesh Chand EE	9899751675	sehqez@dda.org.in	Office of CE(East),Vikas Minar,ITO	23370428
4	North Zone	Sh. Tarun Bairathi SE(Elect.)	9868533446	sehqnz@dda.org.in	Office of CE(North), Vikas Minar,ITO	23378657 23370778
5	Rohini Zone	Sh. Pramod Kumar Gupta	9818140302	sehqrohini@dda.org.in	Office of CE(Rohini),Madhuban Chowk,Rohini.	27902403
6	Dwarka Zone	Joginder Kumar Behl	9810229896	sehqdwk@dda.org.in	Office of CE(Dwarka), Manglapuri, New Delhi.	25055009 25055204