DELHI DEVELOPMENT AUTHORITY

TENDER DOCUMENT FOR E-AUCTION

OF

FOOD COURT KIOSKS AT MILLENNIUM PARK

ON LICENSE FEE (i.e, QUOTED AMOUNT BY H1 BIDDER) BASIS

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

TABLE OF CONTENTS

S.NO	PARTICULARS	PAGE NO.
1	DISCLAIMER	3-4
2	SCHEDULE OF BIDDING PROCESS	5
3	GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS	6-8
4	BRIEF SCOPE OF WORK	8-10
5	E-AUCTION DETAILS FOR PRESENT PROJECT	10-15
6	RIGHTS AND RESPONSIBILITIES OF LICENSEE AND DDA	15-19
7	QUALIFICATION CRITERIA	19-20
8	FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES	21-24
9	CONTRACT TERMINATION	24-25
10	APPENDIX 1- DRAFT AGREEMENT	26-34
11	APPENDIX 2- LIST OF KIOSKS OFFERED IN GREEN AREA ON LICENSE FEE (I.E, QUOTED AMOUNT BY H1 BIDDER)	35
12	APPENDIX-3-CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY AGENCIES DURING SUBMISSION OF BID ON E-AUCTION PORTAL	36
13	SITE PLAN and PHOTOS	37

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.

Schedule of Bidding Process

E-AUCTION OF KIOSKS

1	Issue of Notice	04.12.2025
2	Registration Starts	**05.12.2025**
3	Help Desk operational for training and information on e-auction	**05.12.2025**
4	Last date of Online Registration for participating in e-auction on https://ddahort.etender.sbi	**04.01.2026**
5	Last Date of submission for Technical Proposal and online EMD	**04.01.2026**
6	Date of online bidding under this e-auction (only among qualified bidders)	**Tentatively 09.01.2026**
Any changes in above schedule will be notified only on DDA website www.dda.gov.in and e-auction website https://ddahort.etender.sbi		

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. i) The accepting authority of e-auction i.e. VC, DDA may withdraw any kiosk without assigning any reason from the e-auction at any stage.

ii) 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 bidders in accordance with the amount e-auctioned by them. In case of failure of the successful bidder to comply with the terms & conditions of the e-auction leading to cancellation of his e-auction bid or contract, as the case may be, VC, DDA would be well within his right to allot the site to the next highest auctioneer/bidder on the panel on the rates as quoted by the first successful auctioneer, instead of re-e-auctioning it. The decision of accepting authority shall be final and binding on the participants' of the 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 *https://ddahort.etender.sbi* free of cost.

7. Validity of Proposal: The Proposal shall remain valid for a period of 180 days from the date of e-bidding. Prior to expiry of the original Proposal Validity Period, DDA may request the Bidders to extend the period of validity for a specified additional period. 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.

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

II. BRIEF SCOPE OF WORK

1. This e-auction offers kiosks in green-area owned and controlled by DDA in various parts of Delhi, as per the details at Appendix 2. The sites will be allotted on license through e-auction to the successful (H1) bidder who bids highest value of License Fee (i.e, quoted amount by H1 Bidder) which shall be paid on Quarterly basis. Each site will be separately auctioned. A bidder can bid for any number of sites, subject to submitting separate EMD amount for each of the site for which he bids.

2. The kiosks can be used as per mentioned in Appendix 2.

3. **PERIOD OF LICENSE & PAYMENT OF LICENSE FEE (i.e, QUOTED AMOUNT BY H1 BIDDER) IS SUBJECT TO ENHANCEMENT RATE:**

a.	**Tenure of license**	The initial License term would be for a period of 3 years extendable, up to a maximum of 9 years. The tenure of license would, after the expiry of the first term of three years, be extendable for a further period of 3 years (1st extension) at the mutual consent of licensee and licensor & subject to payment of all dues and taxes, the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision or subject to final acceptance of Licensor/DDA..

		After completion of the 6th year, the tenure of license will be extendable for another period of 3 years (2nd and final extension) by the mutual consent of licensee and licensor & subject to payment of all dues and taxes, the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision or subject to final acceptance of Licensor/DDA. There shall be no further extension after a total period of 09 years. DDA shall be at liberty to terminate the license agreement at any time in case of violations of any of the terms and conditions mentioned in the tender document, the license deed or any of the statutory provisions. The License period will start from the date of the physical possession of the site.
b.	**Payment of License Fee (i.e, quoted amount by H1 Bidder)**	The payment shall be made quarterly by the Licensee on or before the 10th of first month of the quarter in advance after possession of the

site. Further, the rental enhancement will be @

Term	Year	License Fee (i.e, quoted amount by	Enhancement
Term 1	1st	100.00/-	
	2nd	105.001-	5%
	3rd	110.25/-	5%
Term 2	4th	121.28/-	10%
	5th	127.34/-	5%
	6th	133.71/-	5%
Term 3	7th	147.10/-	10%
	8th	154.43/-	5%
	9th	162.15/-	5%

5% annually and @10% at the completion of every 3 years of license term, as reflected in the table below:

** The amount mentioned under this column is hypothetical and indicative for the purpose of calculations. The actual amount will be calculated on the basis of the bid of the licensee accepted by the Competent Authority.*

The process of renewal of the contract shall start in the first week of the 10th month of the ongoing license period with a written request for renewal from the licensee to Dy. Director (Hort.) and the request will be approved subject to said conditions.

III. E-AUCTION DETAILS FOR PRESENT PROJECT

1. Eligibility: The participants in e-auction shall be individuals or companies a proprietorship firm, company, or partnership.

2. Earnest Money Deposit: To be able to participate in e-auction for a particular kiosk, the prescribed EMD (specified in Appendix-2, separately for each site)

equal to three times the amount of reserve price for that site is to be paid by the bidder through online mechanism of e-auction portal *https://ddahort.etender.sbi.* Detailed instructions to guide the bidder through the e-payment, steps are available on the said portal/website. EMD will be treated as a Security Deposit in the department which may be adjusted against the License Fee (i.e, quoted amount by H1 Bidder) for the last three-months of the license period. The aforesaid earnest money shall always be interest free. The EMD of the unsuccessful bidder will be refunded electronically to their bank account after the completion of auction, without interest.

3. Individual Bidding per Site: One bidder may participate in e-auction for any number/all the kiosks with separate prescribed EMD, and can be 'H1 bidder' for any number of kiosks.

4. Payment to be made within 7 days of *from the LOI issued*: After the successful bidding, the H1 bidder will have to deposit half of the H1 Bid amount minus EMD amount through online e-payment gateway of BHOOMI portal *(https://eservices.dda.org.in/user).* If he fails to make this payment, his bid will be cancelled and EMD deposited earlier will be forfeited.

Illustration:

- The annual reserve price for a site is Rs. 24,000 and the EMD is Rs. 6000/-

- The highest bidder bids Rs. 48,000 /- (annual License Fee (i.e, quoted amount by H1 Bidder))

- The bidder has to make payment of 0.5 X48000 -6000 = Rs. 18000/-. Accordingly, the bidder shall have to deposit Rs. 18,000 /- within 7 days of from the LOI issued.

5. The Security deposit of six months License Fee (i.e, quoted amount by H1 Bidder) minus EMD" should explicitly mention that no interest will be payable on the security deposit.

6. 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://ddahort.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. The registration amount once paid shall be non-refundable under any circumstances. Help is provided to the prospective bidders for registration at Support Desk: 022-22811110/07968136806, Email id: etender.support@sbi.co.in.

b) 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.

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

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) Vendors should not use the same generated NEFT challan for multiple payments.

f) Vendors should make only one single payment for the respective auctions and do not use multiple payments for the same auction.

g) Vendors should update the correct Account Number details in their profile for Refund process. If any discrepancy in the account number, Refund transactions will get reject and it takes around 10-15 days to get refund

7. Online bids:

a) The bidders are required to quote for the **rate (annual License Fee (i.e, quoted amount by H1 Bidder))** with reference to the property (kiosks) put on e-auction, over and above the reserve price mentioned in the Appendix-2.

b) E-auction will start and end as per schedule mentioned in the offer document. The bid for e-auction shall start with a minimum one increment above the reserve price. Increment of rate in e-auction shall be Rs. 500/- (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 ODA/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.

8. If any market leading bid (bid higher than the highest at the point in time) is received within the last Ten (10) minutes of closing time, the time of auction sale will get automatically extended by another Ten (10) minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended Ten minutes, the auction sale will be automatically closed at the expiry of the extended Ten (10) minutes.

9. Training and Assistance Booth for the prospective Bidders:

9.1 For facility of the prospective bidders, a Helpdesk has been set up at Support Desk: 022-22811110/07968136806, Email id: etender.support@sbi.co.in. Prospective bidders can get the required training and information on e-auctioning process during working hours.

9.2 Prospective bidders can get the desired information and any query regarding e-auction at Hort. Auction Cell, 15th floor, Vikas Minar, ITO, Delhi during working hours or may call 011-23378388, 23378078, 23370950 any query regarding field/ property information please call 7830873839

10. 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.

11. 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.

12. 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:

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. Disclosed information relating to the examination, clarification and comparison of the Proposals to any bidder or any other person(s) 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. Submitted any superfluous document(s) not related to the mandatory criteria. 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.

vi. Indulged in malicious campaign or disinformation campaign against any official of the DDA or any other bidders either directly or through third parties.

Any of the above defaults shall make the bidder liable for rejection of bid and for other legal actions as per law. Such bidders may also be blacklisted by the DDA.

13. 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. This is very important, as the sites are offered on 'AS IS WHERE IS' basis.

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.

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

IV. RIGHTS AND RESPONSIBILITIES OF LICENSEE AND DDA

1. Nature of Usage Allowed By DDA:

i. The licensed kiosks shall not be used or permitted to be used for any other purpose, whatsoever except general use for which authorization has been issued.

ii. The kiosks are being e-auctioned on "As is where is" basis. It is presumed that the intending auctioner has inspected the kiosks and familiarized himself/herself with the prevailing conditions in all respect before participating in the e-auction. No claim/dispute regarding condition/capacity of the kiosks shall be entertained by DDA. The auctioner cannot put any condition with his/her e-auction.

iii. The bidder shall be responsible for maintenance of sanitation, safety and security of site.

iv. At his own cost and expenses, licensee shall install as many C.C.T.V cameras as are required. The C.C.T.V cameras shall always be kept in working condition.

v. The licensee shall not display or exhibit any pictures, poster, statues or other articles, except the instructions of DDA.

vi. 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 kiosks.

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

viii. The licensee will quit the site peacefully after the expiry of license or on its cancellation.

ix. The auctioner /licensee shall abide by all the rules and by-laws of the DDA, and other authorities in the matter of running the business and keeping the site in proper condition. He shall also pay all municipal taxes or fees i.e. property tax, electricity and water charges for carrying on the work.

x. The auctioner/licensee shall not object to any construction/alteration in or around the allotted premises that is considered essential by DDA.

xi. The auctioner/licensee shall be liable for any damage/loss and theft. DDA will not be a party to any dispute between licensee and third party.

xii. That the licensee shall not be entitled to allow any other person to use the premises in his place or to use any part thereof. In the event of the death of licensee, or the licensee becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter, the licence shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing, the legal heirs or representatives may be permitted after discharging any liability that the licensee may have incurred, remove the goods and other equipment that may be found at the licensee premises. But in the case goods are not claimed by the legal heirs/representatives within four week of the demise of the licensee, the licensor may, by public auction dispose of the same.

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

xiv. That if the licensee allows credit, he will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee shall be entertained on this account.

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

xvi. The licensee will be granted 30 days time for obtaining electricity/water, sewer/drainage connection & the licensee will also complete his fitting/set up etc. inside the kiosk in order to make the kiosk operational. The property is being offered on 'as is where is' basis. Wherever electricity/water connection is not provided, such arrangement shall be made by the licensee at his own cost. Further, wherever sewer connection is not provided, no wet kitchen is allowed and only dry kitchen with ready to serve food/packed food items can be operated.

xvii. If the licensee is unable to obtain the requisite connection such as electricity, water, drainage, sewer etc. due to reasons beyond his control, these facilities are not provided within two months, then permission for another two months will be granted by Pr. Commissioner (Hort) based on merit of each case. The licensee must take over the physical possession of the kiosk within four months from the date of issue of Possession Letter. If licensee fails to take over the possession within the stipulated period without any justifiable reasons or further extension, the License Fee (i.e, quoted amount by H1 Bidder) will be commenced after completion of four months of issue of Possession Letter. In case of any exceptional circumstance where the delay in obtaining the requisite connection such as electricity, water, drainage, sewer etc. due to reasons beyond his control, then VC/DDA will be competent to grant extension beyond period of 4 months on case-to-case basis.

2. Other Obligations of Licensee

i. 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.

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

iii. The bidder shall also absolutely comply with laws and orders/directions of the tribunals/courts established by law and all the extant laws as applicable to the Government of NCT of Delhi/UOI etc.

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

i. 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 Vice Chairman,DDA.

ii. 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 (i.e, quoted amount by H1 Bidder) up to the date of termination for contract.

4. Exit Clause:

If the licensee is unwilling to run the kiosk successfully, he may exit the contract by serving three months' notice to DDA.

5. 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.

6. 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.

7. 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.

iii. The selected bidder shall peacefully hand over the site to DDA immediately after the end of the contract period or upon early termination of the contract as per tender terms and conditions.

8. Each bidder must conduct survey of the existing kiosks 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.

9. Term & Tenure of license: - The initial License term would be for a period of 3 years extendable, up to a maximum of 9 years. The tenure of license would, after the expiry of the first term of three years, be extendable for a further period of 3 years (1st extension) at the mutual consent of licensee and licensor & subject to payment of all dues and taxes, the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision or subject to final acceptance of Licensor/DDA.

After completion of the 6th year, the tenure of license will be extendable for another period of 3 years (2nd and final extension) by the mutual consent of licensee and licensor & subject to payment of all dues and taxes, the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision or subject to final acceptance of Licensor/DDA.

There shall be no further extension after a total period of 09 years.

DDA shall be at liberty to terminate the license agreement at any time in case of violations of any of the terms and conditions mentioned in the tender document, the license deed or any of the statutory provisions.

The payment shall be made quarterly by the Licensee on or before the 10th of first month of the quarter in advance after possession of the site. Further, the rental enhancement will be @ 5% annually and @10% at the completion of every 3 years of license term.

The License period will start from the date of the physical possession of the site.

The contract term for each site shall vary and become effective from the date of handing over of site possession for that specific site.

V. QUALIFICATION CRITERIA

1. Eligibility Criteria: The participants in e-auction shall be individuals or companies a proprietorship firm, company, or partnership.

The bidder shall submit the following documents online on the e-auction portal: (as per mentioned in APPENDIX-3)

2. Tests of responsiveness of proposal: Prior to permitting a bidder to participate in e-bidding, DDA will determine whether his Proposal is responsive to the requirements of the e-Auction Document. A Proposal shall be considered responsive only if:

i. It meets the eligibility criteria.

ii. It is accompanied with the prescribed EMD(s) for the site(s) for which the bidder intends to bid.

iii. It is received online by the Proposal Due Date.

iv. It contains the information and documents as requested in the-Auction Document.

v. It mentions the proposal validity period as set out in the e-Auction Documents.

vi. There are no inconsistencies between the Proposal and the supporting documents.

3. The bidders who are eligible and whose proposals are responsive shall be qualified to participate in e-bidding. The decision of DDA in this regard shall be final.

VI. FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES

1. EMD DEPOSIT: Every bidder is required to make online payment of EMD equivalent to three months of the reserve annual License Fee (i.e, quoted amount by H1 Bidder) through e-payment gateway of e-auction portal, to be eligible for participation in the e-Auction. Separate E-Auction forms and EMD are required to be filled for each site. The EMD amount for each site as well as the value of reserve price/reserve annual License Fee (i.e, quoted amount by H1 Bidder) is available in Appendix-2.

If the Earnest Money Deposit (EMD) is refunded for any reason, no interest shall be payable on such refund.

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

iii. Bidder resorts to unethical practices or any practice that may mar the chances of rival bidders in the form of sudden complaints/RTIs/ Newspaper reporting about competing bidders post the phase when the E-Auction notice has been published

2. Bidding Parameter:

i. Annual License Fee (i.e, quoted amount by H1 Bidder), i.e. the License Fee (i.e, quoted amount by H1 Bidder) (in Indian Rupees) is the bidding parameter.

ii. A site shall be allocated to the H1 bidder who quotes the highest annual License Fee (i.e, quoted amount by H1 Bidder) for that site to DDA.

iii. The bidding parameter is annual License Fee (i.e, quoted amount by H1 Bidder) and the bidder is required to make payment of License Fee (i.e, quoted amount by H1 Bidder) in advance Quarterly installments, to be paid by before the 10th of first month of the quarter after possession of the site.

iv. After the successful bidding, all further actions such as issuance of Letter of Intent, further payments of License Fee (i.e, quoted amount by H1 Bidder), Security Deposit, Possession Letter, etc. will be through BHOOMI portal *(https://eservices.dda.org.in/user).* the H1 bidder will have to deposit half amount (6 months) the H1 bid amount minus the First stage EMD, through online e-payment gateway through Bhoomi portal, If he fails to make this payment within 7 days of *from the LOI issued* by making online payment on the Bhoomi portal, his bid will be cancelled and EMD deposited earlier will be forfeited.

User Manual of Bhoomi Portal is available on BHOOMI Portal. In order to access the BHOOMI portal, the H1 bidder shall register on the said portal separately. It is advised that the H1 bidder registers on the BHOOMI portal immediately upon conclusion of the e-auction. DDA shall not bear any liability in respect of any failure of the H1 bidder on account of not registering or not accessing BHOOMI portal after conclusion of the e-auction.

Illustration:

- The annual reserve price for a site is Rs. 24,000 and the EMD is Rs. 6000/-

- The highest bidder bids Rs. 48,000 /- (annual License Fee (i.e, quoted amount by H1 Bidder))

- The bidder has to make payment of 0.5 X48000 -6000 = Rs. 18000/-. Accordingly, the bidder shall have to deposit Rs. 18,000 /- within 7 days of from the LOI issued.

3. NOTIFICATIONS: DDA will inform the Successful Bidder online through e-mail as provided by the bidder.

4. LETTER OF INTENT: The Letter of Intent shall be issued online within 7 days of approval of the bid by Competent Authority.

5. ACKNOWLEDGEMENT OF LETTER OF ACCEPTANCE (LOA): Within a maximum of 7 days from the date of issue of the Letter of Intent, the Preferred

Bidder shall acknowledge the receipt of LOA and give his concurrence by signing the letter and uploading it on the e-auction portal https://ddahort.etender.sbi

6. ALLOTMENT: Upon receipt of LOA from the selected bidder, a possession letter shall be issued within 07 days of receipt of letter of acceptance from the Bhoomi Portal, subject to submission of proof of payment of difference of EMD and submission of six months advance License Fee (i.e, quoted amount by H1 Bidder) on Bhoomi Portal and signed copy of agreement executed on Rs. 100/- non-judicial stamp paper (Uploaded on the Bhoomi Portal).

7. 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-1. 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 agreement. The e-Auction document and outcomes of all negotiations with the selected bidder shall form a part of the agreement.

8. SECURITY DEPOSIT AND RENEWAL OF CONTRACT:

i. That the selected bidder shall deposit six months advance License Fee (i.e, quoted amount by H1 Bidder).

ii. The initial License term would be for a period of 3 years extendable, up to a maximum of 9 years. The tenure of license would, after the expiry of the first term of three years, be extendable for a further period of 3 years (1st extension) at the mutual consent of licensee and licensor & subject to payment of all dues and taxes, the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision or subject to final acceptance of Licensor/DDA. After completion of the 6th year, the tenure of license will be extendable for another period of 3 years (2nd and final extension) by the mutual consent of licensee and licensor & subject to payment

of all dues and taxes, the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision or subject to final acceptance of Licensor/DDA.There shall be no further extension after a total period of 09 years.

iii. The licensee would be required to make payment of License Fee (i.e, quoted amount by H1 Bidder) along with GST @ 18% or as applicable in advance on quarterly installment basis by the before the 10th of first month of the quarter and to submit a copy of bank challan in this office in support of payment of License Fee (i.e, quoted amount by H1 Bidder). In case of failure to deposit the License Fee (i.e, quoted amount by H1 Bidder) in time, interest @ 15% p.a. will be leviable 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 (i.e, quoted amount by H1 Bidder) along with the interest due is not paid within 30 days of the due date, the bank guarantee may be in cashed to recover the DDA dues, and license shall be liable to be cancelled.

iv. In case a bidder does not seek renewal of the license for next tenure, he shall inform DDA in this regard in writing latest by the first week of the 10th month of the ongoing year of the license period. DDA will normally accept that request and return the performance security after receiving all its dues.

v. In case of failure of the bidder to pay the License Fee (i.e, quoted amount by H1 Bidder) within stipulated time, apart from forfeiture of advance License Fee (i.e, quoted amount by H1 Bidder) 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 1/3 of the quoted annual License Fee (i.e, quoted amount by H1 Bidder). 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."

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

VII. 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 annual License Fee (i.e, quoted amount by H1 Bidder) within stipulated time. This may lead to non-renewable of contract.

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 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 Vice Chairman, DDA. The licensee shall not object to the Vice Chairman.

iv. Even during the pendency of the any other legal proceedings between the parties, the Licensee shall be bound to continue to perform all its obligations in accordance with terms of this license agreement.

v. Even after the termination of this agreement or on completion of term by efflux of time, the licensee will be bound to honor and fulfill all his liabilities arising out of and in accordance with his agreement and DDA shall be fully entitled to enforce the same against the licensee.

UNDERTAKING: I/we have gone through the e-Auction documents and accepted all the terms arid 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

APPENDIX- 1

AGREEMENT FORMAT

This AGREEMENT is made at Delhi/New Delhi on this day of ..... 2025 for implementation the work as mentioned under the head "Scope of work in the E-Auction (Annexure) 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 there of 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 thereofshall be deemed to include its successors and permitted assigns) ofthe 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 .....
./ ./2025.

B. With this objective both the PARTIES are desirous of recording their understanding, agreed terms and conditions by way of this Agreement.

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

1. DEFINITIONS & INTERPRATATIONS

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 The transfer of possession, the stamp duty and registration fee or any other levy w.r.t. License Deed shall be exclusively borne by Licensee.

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 COP 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.

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 OF KIOSKS UNDER THE JURISDICTION OF DDA and other obligations as spelt in the e 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 OF …….KIOSKS UNDER THE JURISDICTION OF DDA or any other requirements as per the present agreement.

1.18. "Project Site" means . . . . . sites as per the E-AUCTION OF…… KIOSKS 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.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires,

(a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re- enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;

(b) References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;

(c) The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, DDAs joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);

(d) The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) The words "include" and "including" are to be construed without limitation;

(f) Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;

(g) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include such days or dates;

(h) Any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST).

(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, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;

(m) The damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the "Damages")

3. GRANT OF SERVICE ASSIGNMENT

3.1. Subject to and in accordance with the terms and covenants set forth in this Agreement, DDA hereby grants and authorizes the Service Provider to finance, establish, operate and maintain the Project and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as per the E-Auction terms and conditions. However, the service provider shall have no right title or interest of any kind except the permission to use the allocated sites for permissible purposes during the validity of agreement and for the specified period mentioned in this agreement.

4. PROJECT PERIOD

4.1. As per E-Auction clause II (3), subject to the terms and conditions.

5. SERVICE PROVIDER'S OBLIGATIONS

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

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

5.1.2. 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.

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

6. COMMUNICATIONS

6.1. 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.

6.2. 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.

7. PERFORMANCE GUARANTEE

7.1. This shall be as per clause III (5) of the E-Auction document.

8. NO BREACH OF OBLIGATIONS

8.1. 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:

8.1.1. Force Majeure Event

8.1.2. 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;

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

9. FORCE MAJEURE

9.1. 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.

10. EVENTS OF DEFAULT AND TERMINATION

10.1. 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.

10.2. 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.

11. DISPUTE RESOLUTION

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

12. REPRESENTATIONS AND WARRANTIES DISCLAIMER

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

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

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

12.1.3. 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;

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

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

13. MISCELLANEOUS

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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 shall be binding on both the PARTIES.

13.5. Survival: Termination of this Agreement:

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

13.6.2. 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

13.7. 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 AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED behalf of DDA For and on behalf of SECOND PARTY

Witness:

1.

2.

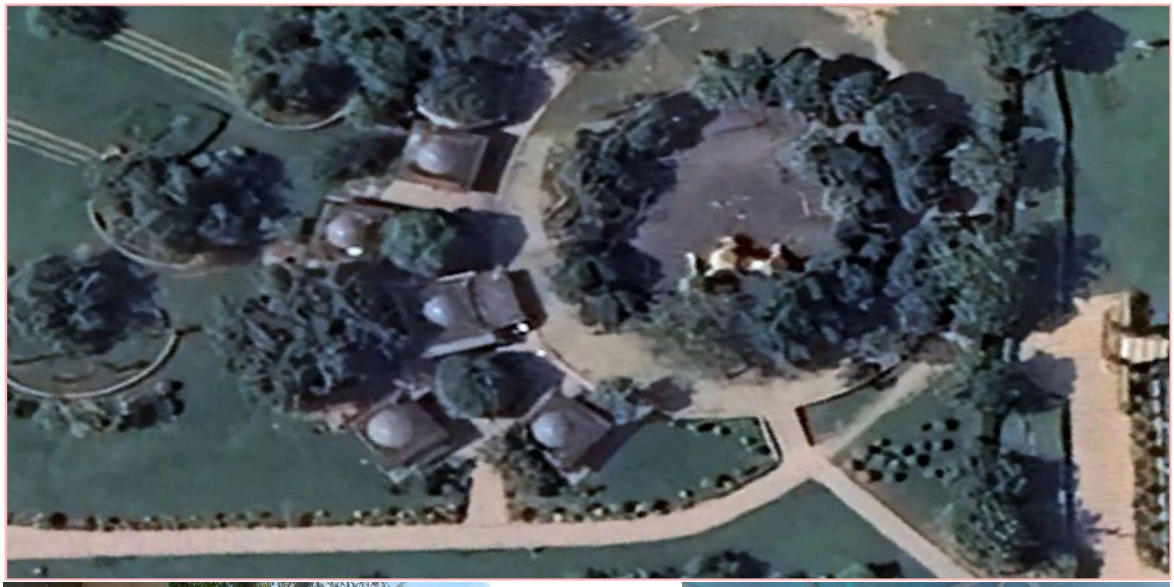
APPENDIX-2

LIST OF KIOSKS IN TO BE E-AUCTIONED

Sl. No.	Unique Name	Name of the Kiosk	Built up Area Sqm.	Open Area Sqm	Reserve Price of Annual License Fee (i.e, quoted amount by H1 Bidder) in Rupees	Earnest Money Deposit (EMD) to bid for the requisite site (Rs.)
1.	Food Court Kiosk No. 1 at Millennium Park	Food Court Kiosk No. 1 at Millennium Park	24.6	-	46948.32	11737.08
2.	Food Court Kiosk No. 2 at Millennium Park	Food Court Kiosk No. 2 at Millennium Park	24.6	-	46948.32	11737.08
3.	Food Court Kiosk No. 3 at Millennium Park	Food Court Kiosk No. 3 at Millennium Park	24.6	-	46948.32	11737.08
4.	Food Court Kiosk No. 4 at Millennium Park	Food Court Kiosk No. 4 at Millennium Park	24.6	-	46948.32	11737.08
5.	Food Court Kiosk No. 5 at Millennium Park	Food Court Kiosk No. 5 at Millennium Park	24.6	-	46948.32	11737.08

Note: Additionally, all statutory approvals if required to sell a particular item will be procured by the concerned agency.

APPENDIX - 3

CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY AGENCIES DURING SUBMISSION OF BID ON E-AUCTION PORTAL		
Sr. No.	**DOCUMENT**	
1.	Bank statement for last financial year. (Individual/ company/firm)	
2.	**PAN Card** of Individual/ company/firm	
3.	Photo I. D. in case the bidder is an individual.	
4.	Proof of registered office address in case of company/firm.	
15.	Undertaking as on page 25 of the NIT on letter head of company/firm/Individual	

Site Plan