



DELHI DEVELOPMENT AUTHORITY

TENDER DOCUMENT FOR E-AUCTION OF NURSERY AT ANDHERIA MORE ON LICENSE FEE BASIS

(Complete offer 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
	SCHEDULE OF BIDDING PROCESS	3
	DISCLAIMER	4
1.	INTRODUCTION	5
2.	PERIOD OF LICENSE & PAYMENT OF LICENSE FEE	7
3.	ELIGIBILITY	9
4.	GENERAL INSTRUCTIONS TO BIDDERS / PROSPECTIVE BIDDERS	10
5.	E-AUCTION DETAILS FOR PRESENT PROJECT	12
6.	FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES	16
7.	SPECIFIC TERMS & CONDITIONS	21
8.	GENERAL TERMS & CONDITIONS	26
9.	CONTRACT TERMINATION	29
	DECLARATION CUM UNDERTAKING FORM (ANNEXURE - 1)	30
	TECHNICAL PROPOSAL (ANNEXURE - 2)	33
	AFFIDAVIT / UNDERTAKING (ANNEXURE - 3)	35
	DRAFT AGREEMENT (ANNEXURE - 4)	37
	CHECKLIST OF DOCUMENTS TO BE SUBMITTED	49
	SITE PLAN	50

SCHEDULE OF BIDDING PROCESS

E-AUCTION OF NURSERY AT ANDHERIA MORE ON LICENSE FEE BASIS

1.	Issue of Notice for e-auction	04.12.2025
2.	Registration Starts	05.12.2025
3.	Help Desk (Online only) operational for 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(Till 6:00 PM)
5.	Last date of submission of Technical Proposal and online EMD	04.01.2026 (Till 6:00 PM)
6.	Date of online bidding (only among technical qualified bidders)	(Tentative date) 9.01.2026(11:00 AM to 1:00 PM)

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

DISCLAIMER

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

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

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

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

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

1. INTRODUCTION :

1.1 Delhi Development Authority (DDA) will provide space on “as is where is” basis, on annual license fee, for operationalization of Nursery at Andheria More. The details are as under:

Name of Facility / Location	Nursery at Andheria More
Built-up Area	565.65 sqm
Open area	2266.25 sqm
Minimum Annual Reserve license fee	Rs 39,73,069.40/- Rupees Thirty nine lakh seventy three Thousand sixty Nine and forty paisa only.
EMD Amount	Rs 1,98,654/-

1.2 The Nursery at Andheria More will have the following facilities:

a.	FACILITY	The Nursery will provide Office Area, Toilet, Net House, Guard Room, Store Room, Open Nursery Beds.
b.	Adequate Infrastructure	<p>DDA will provide space on “as is where is” basis, free from all encumbrances to the Licensee on annual License fee excluding goods and service tax (GST)/any other tax liability. The space provided will have exclusive access and is not available for public access.</p> <p>The licensee will have to provide an effective and enjoyable workout environment with organized layout.</p> <p>Licensee will arrange all equipment & machines so required for Nursery, complete fit-outs and fixtures inside and outside the facility along with its maintenance and upkeep etc.</p>
c.	Dealing with licensees only	DDA will enter into an agreement only with the Licensee who will be responsible for fulfillment of all License conditions. DDA shall not enter into any agreement or deal in any

		manner with any of the service provider(s).
d.	Other necessary arrangements	The Licensee shall install sufficient safety measures at the facility and also make a regular upkeep of the same. The licensee will himself/herself maintain and operate the common area (passage, entry, exit, staircase etc.).

2. PERIOD OF LICENSE & PAYMENT OF LICENSE FEE:

a.	Tenure of license	The initial License term would be for a period of 3 years extendable, up to a maximum of 9
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		<p>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.</p> <p>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.</p> <p>There shall be no further extension after a total period of 09 years.</p> <p>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.</p> <p>The License period will start from the date of the physical possession of the site.</p>
b.	Payment of License Fee	<p>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</p>

		every 3 years of license term, as reflected in the																																		
		<table><tr><th>Term</th><th>Year</th><th>License fee * (in Rs.)</th><th>Enhancement</th></tr><tr><td rowspan="3">Term 1</td><td>1st</td><td>100.00/-</td><td></td></tr><tr><td>2nd</td><td>105.00/-</td><td>5%</td></tr><tr><td>3rd</td><td>110.25/-</td><td>5%</td></tr><tr><td rowspan="3">Term 2</td><td>4th</td><td>121.28/-</td><td>10%</td></tr><tr><td>5th</td><td>127.34/-</td><td>5%</td></tr><tr><td>6th</td><td>133.71/-</td><td>5%</td></tr><tr><td rowspan="3">Term 3</td><td>7th</td><td>147.10/-</td><td>10%</td></tr><tr><td>8th</td><td>154.43/-</td><td>5%</td></tr><tr><td>9th</td><td>162.15/-</td><td>5%</td></tr></table>	Term	Year	License fee * (in Rs.)	Enhancement	Term 1	1 st	100.00/-		2 nd	105.00/-	5%	3 rd	110.25/-	5%	Term 2	4 th	121.28/-	10%	5 th	127.34/-	5%	6 th	133.71/-	5%	Term 3	7 th	147.10/-	10%	8 th	154.43/-	5%	9 th	162.15/-	5%
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	8 th	154.43/-	5%																																	
	9 th	162.15/-	5%																																	
		table below: <i>* 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.</i>																																		

3. **ELIGIBILITY**

“Any Firm/Individual/Agency can bid for, and participate in the bidding process. Only those Firm(s) / Individual(s) / Agency(ies) who possess a valid license from concerned government department for providing Nursery facilities, with a minimum annual average turnover of Rs . 0.5 Cr during the last consecutive 5 financial years through Nursery Service alone and having an experience of minimum 5 years in the field of providing Nursery Services shall be eligible to participate in the bid process.”

However, the turnover may be subject to verification/validation by a CA, the bidders should also have valid registration with Sales Tax/VAT/GST / Income Tax authorities. The interested participants have to upload a Technical Proposal (Annexure-2) on E-Auction portal. No physical proposal will be entertained by DOA. The eligible bidders will be informed through email only

3.1. **DISQUALIFICATIONS:**

3.1.1. Any Firm / Individual / Agency which has been blacklisted in the past (hereinafter referred to as defaulting firm), including any firm / agency in which any of defaulting firm's / agency's Partner / Proprietor / Director / Member is a promoter shall not be eligible for participating in the e-auction. If the defaulting firm subsequently changes the character / style / nomenclature / composition of the firm, even then, it will not be eligible. The bidder shall be required to furnish an undertaking (Annexure-1) to this effect along with the technical proposal (**Annexure-2**).

3.1.2. A party who is liable to be disqualified or ineligible to participate in the e-auction according to the aforesaid conditions shall not be expected to offer the bid in the name of its associate concern / subsidiaries / principals / front. The Competent Authority may declare such bid disqualified on this ground, if he is of the opinion that the said bidder is acting in collusion with and for the benefit of any other party who would have been disqualified to participate in bid on its own.

3.1.3. Any Firm / Individual / Agency having pending dues of DDA will not be eligible for Nursery. The bidder shall be required to furnish an undertaking (Annexure-1) to this effect along with the technical proposal (**Annexure-2**).

4. GENERAL INSTRUCTIONS TO BIDDERS / PROSPECTIVE BID

4.1. Only registered bidders, who are eligible and have paid Earnest Money Deposit (EMD) online, will be able to participate in the e-auction.

4.2. **Format and Signing of Proposal:** Bidders would provide all the information as per this E-Auction Document and in the specified formats. Bidders participating through a company are required to disclose their Promoter-ship or Directorship in any other company, if any.

4.3. **Proposal Preparation Cost:** The Bidder shall be responsible for all the costs associated with the preparation of his proposal and participation in the bidding process. DDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

4.4. **Language and Currency:** The Proposal and all related correspondence and documents shall be written in the English language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

4.5. **E-Auction related Documents:** The bidders may download e-Auction Documents from DDA website www.dda.gov.in or e-auction website <https://ddahort.etender.sbi> free of cost. Corrigendum, if any, may also be downloaded from the same.

4.6. **Validity of Proposal:** The Proposal shall remain valid for a period of 180 days from the date of e-bidding. Prior to expiry of the original Proposal Validity Period, DDA may request the Bidders to extend the period of validity for a specified additional period. The Bidder may refuse the request without forfeiting its Bid Security. The Bidder who agrees to such a request will not be allowed to modify its Proposal, but would be required to extend the validity of its EMD for the period of extension. The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Service Agreement.

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

4.8. **Amendment of E-Auction Document:** At any time prior to the 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 as corrigendum by notifying on DDA website as well as e-auction website. Such modification will be binding upon all bidders participating in the E-Auction process. It shall be the sole responsibility of the bidder to regularly visit both the websites mentioned in the tender document for information regarding modifications / corrigendum.

4.9. Confidentiality: Information relating to the e-auction process shall not be disclosed to any person not officially concerned with the process. DDA will treat all information submitted as part of Proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

4.10. DDA's Right to Accept or Reject Proposal: DDA reserves the right to accept or reject any or all of the Proposals / e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without any liability or obligation for such acceptance, rejection, or annulment.

4.11. Force Majeure: The bidders shall not be responsible for failure or delay in performing their obligations 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, subject to concurrence of the competent authority.

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

5. E-AUCTION DETAILS FOR PRESENT PROJECT

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

5.1.1. (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%). 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 / 07968136848 / 07968136849 / 0736806, Email id - *etender.support@sbi.co.in*.

5.1.1(b) 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 9560582259.

5.1.2. Participants shall possess a valid Class III Digital Signature Certificate (DSC) signed by any of the certifying authorities. Assistance is available to potential bidders for obtaining digital signatures at the help desks specified in Clause 1 above.

5.1.3. Participants shall safely keep their User ID and password, which will be issued by the online service provider upon registration, and which is necessary for e-bidding.

5.1.4. Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

5.1.5. Bidders are advised to promptly change the password upon receiving it from e-auctioning portal.

5.2. First Stage EMD: In order to participate in the Bidding Process, eligible bidders are required to make an online payment amounting to 5% of the Reserve Price i.e. Rs **1,98,654/-** as mentioned in para 1.1, as the First Stage Earnest Money Deposit (EMD). This payment should be made through the e-payment gateway of the e-auction portal.

5.3. Online bids:

5.3.1. Bidders are required to quote for the yearly license fee over and above the reserve price mentioned in the para 1.1.

5.3.2. E-auction will start and end as per schedule mentioned in the tender document. The bid for e-auction shall start with a minimum one increment above the Reserve Annual License Fee. Increment of rate in e-auction shall be Rs. 20,000/- (minimum increment value) or multiple thereof.

5.3.3. Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatsoever reason.

5.3.4. Bidder shall be solely responsible for all consequences arising out of the bid submitted by him / her (including any wrongful bidding) and no complaint / representation will be entertained in this regard by the DDA / Service provider. Hence bidders are cautioned to be careful to check the bid amount, and alter / rectify their bid if required, before confirming the bid submitted.

5.4. **Time Extension:** If any market leading bid (bid higher than the highest at the point in time) is received within the last 10 minutes of closing time, the time of auction will get automatically extended by another 10 minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended 10 minutes, the auction will be automatically closed at the expiry of the extended 10 minutes and the highest bidder will become H1 bidder.

5.5. **Assistance Booth for the prospective Bidders:** For facilitation of the prospective bidders, a Support Desk : 022-22811110/07968136848 / 07968136849 / Email id - etender.support@sbi.co.in. Prospective bidders can get the required information for the e-auctioning process during working hours.

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

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

5.6.2. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the E-Auction. Failure to furnish all the necessary information as required or submission of a proposal

not substantially responsive to all the requirements of the E-Auction shall be at Bidder's own risk and may be liable for rejection.

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

5.8. REJECTION OF BIDS: DDA reserves the right to reject any / all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The DDA may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

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

5.8.2. Submitted a proposal online that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their participation in the e-Auction shall not be considered.

5.8.3. Failed to provide clarifications related thereto, when sought.

5.8.4. Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of their bid.

5.8.5. Any superfluous documents / document not related to the mandatory criteria, is purported to be related to mandatory criteria, may result in summary rejection of bid. All participating bidders are clearly instructed to attach only documents which are relevant to the mandatory criteria as specified in the E-Auction document and not any other work.

5.8.6. Any bidder(s) found indulging in malicious campaign or disinformation campaign against the present scheme of e-auction including the properties being put to e-auction, either directly or through third parties shall be liable for

rejection of bid and other legal actions as per law. Such bidder may also be blacklisted by the DDA.

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

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

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

5.9.1. The Bidder may carry out field visits to assess the site offered on license at any time at its own cost.

5.9.2. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of E- Auction Document will be at the Bidder's own risk.

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

- a. Made a complete and careful examination of requirements, and other information set forth in this E-Auction Document.
- b. Received all such relevant information as it has requested from DDA.
- c. Made a complete and careful examination of the various aspects of the Project that might affect the Bidder's performance under the terms of this E-Auction Document.
- d. Perused the Tender document as well as corrigendum, if any, carefully.
- e. DDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- f. Bidder must visit and survey the site before participating in the E-Auction

6. **FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES**

6.1. **First Stage Earnest Money Deposit (1st Stage EMD):** Every bidder is required to make online payment equivalent to 5% of the Reserved Annual License Fee as First Stage Earnest Money Deposit through e- payment gateway of e-auction portal, to be eligible for participation in the e-Auction.

6.2. **Security Deposit:** That the selected bidder shall Security deposit of six months license fee minus EMD” should explicitly mention that no interest will be payable on the security deposit, as per DDA’s standard terms and bidder shall Security deposit of six months license fee minus EMD within 07 days from the date of issuance of LOI. The security deposit paid by the bidder will be refunded after the time of completion of the license period subject to payment of all the dues by the bidder. **Consequence of Failure to deposit security deposit:** If the successful bidder fails to make the payment of security deposit within the time prescribed, his/her bid will be cancelled and 1st stage EM D shall be forfeited.

6.3. **Payment of License Fee:** The payment of license fee shall be made quarterly by the licensee in advance, on or before the 10th of first month of the quarter after possession of the site. The Security deposit will not be adjusted against the license fee. GST or any other tax liability as applicable shall be paid over and above the license fee by the licensee. In case of failure to deposit the license fee in time, interest @ 15% p.a. will be leviable. In case of delay up to 15 days in a calendar month, interest shall be payable for 15 days and for delay of more than 15 days in the month, interest shall be payable for the whole month. Further in case the license fee along with the interest due is not paid within 90 days of the due date, the security deposit will be encashed by the DDA to recover its dues, and license shall be liable to be canceled.

6.4. **Notifications:** DDA will inform the Successful Bidder online through e- mail as provided by the bidder through the service provider agency.

6.5. After the completion of e-auction, which will be through e-auction portal, all further actions such as issuance of Letter of Inten User Manual of Bhoomi Portal is available on BHOOMI Portal. In order to access the BHOOMI portal, the H1 bidder shall register on the said portal separately. It is advised that the H1 bidder registers on the BHOOMI portal immediately upon conclusion of the e-auction. DDA shall not bear any liability in respect of any failure of the H1 bidder on account of not registering or not accessing BHOOMI portal after conclusion of the e-auction.

6.6. Letter of Intent (LOI): The LOI shall, upon its issuance, be uploaded on BHOOMI Portal only, after acceptance of the H1 bid by the Competent Authority. Further, it is clarified that no formal LOI shall be issued through either offline mode or through e-auction Portal i.e. <https://ddahort.etender.sbi>, or through email. LOI shall be accessed by the H1 bidder on BHOOMI portal only. However, intimation of issuance of LOI will be communicated to the H1 bidder through system generated email *dda-eauction@dda.gov.in* whose bid has been accepted by the Competent Authority. Therefore, the bidder shall check his registered email account to access the aforesaid intimation. Further, the bidder is also requested to check the spam folder of the registered email provided by him. DDA will not be responsible in any manner, in whatsoever, on account of any email not accessed by the H1 bidder.

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

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

6.7.1. The terms and conditions of e-auction and License Deed (Form–D of Nazul Rules 1981) duly typed on a Non-Judicial stamp paper worth Rs. 100/- (each) signed by the successful Bidder, the stamp duty may be tuned with clause 8.2 and for the sake of uniformity, Stamp duty whatsoever may be paid by Licensee, and duly attested by Notary Public.

6.7.2. Specimen signature of successful Bidder if an individual, of all the partners if the successful Bidder is Partnership Firm or the person authorized by the Company through Resolution passed by the Board of Directors to enter into contract, and take physical possession, in case the successful bidder is a company, as the case may be, duly attested by Notary Public.

6.7.3. Passport size photograph duly attested by Notary Public.

6.7.4. Proof of identification issued by Government of India.

6.7.5. Copy of Board of Resolution, in case of authorized signatory.

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

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

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

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

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

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

6.11. For taking over the possession, the bidder is required to carry a copy of Possession Letter, a valid identity proof in original, their registered mobile number and inform the OTP received on their phone number to the official of concerned Engineering / Horticulture Division for verification.

6.12. After verification of the bidder through OTP, the concerned official of the Engineering / Horticulture division will hand over the physical possession of the site and provide a copy of Site Possession Slip and Site Plan to the H1 bidder. The H1 bidder is required to upload a scanned copy of the same on BHOOMI Portal.

6.13. **Agreement:** A License agreement would be executed with the H1 bidder. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be amended, if possible, so as to conform to law and if amendment is not possible, that part of the Agreement shall be deleted and the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act / rules / regulations / bye-laws hereafter made. The e-auction document and outcomes of negotiations, if any, with the selected bidder shall form a part of the agreement.

6.14. **Renewal of License:**

6.14.1. 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 and 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.

6.14.2. Extension of the term of license shall be subject to satisfactory performance of licensee, of the terms & conditions provided in the license agreement and the decision of the licensor shall be final and binding in this regard, upon the licensee.

6.14.3. In case, the licensee is willing to seek an extension of the term of the license he / she shall submit a written request to the Dy. Director (Hort.), DDA, at least 06 months before the expiry of the term of license.

6.14.4. Upon approval of the request of the licensee for extension of the term of the license, by the Vice Chairman, DDA, the next term of the license shall commence on the first day of the next period of 03 years. Thus, the first extended term of the license will commence on the first day of the 4th year and the second extended term will commence on the first day of the 7th year.

6.14.5. The extension of the term of the license shall also be subject to payment of the difference of the amount towards the security deposit calculated on the basis of enhanced annual license fee & payment of all the dues.

6.14.6. In case a bidder does not seek renewal of the license for the next term (another 3 years), he / she shall inform DDA in this regard in writing six months before the expiry of the term of license and upon the expiry of the license term, shall peacefully hand over the possession of the site.

6.14.7. On each instance reported by SO/AD (Hort) regarding non-compliance of Terms and Conditions of the contract, Non-maintenance of proper hygiene Conditions and non-adherence to NGT and others courts Guidelines/Statutory Compliances, the concerned DD (Hort) may impose a penalty of Rs 500/- per day till the compliances are met by the Licensee.

7. SPECIFIC TERMS & CONDITIONS:

7.1. Day to Day maintenance and House keeping expenses of the allotted area and surrounding area will be borne by the licensee.

7.2. The Licensee shall ensure uninterrupted services at and from the Licensed Area during the specified working hours.

7.3. The entire cost of the staff engaged and the recurring cost shall be borne by the Licensee.

7.4. The Licensee shall ensure that the billing system is fully computerized and subject to audit by the Delhi Development Authority. Additionally, the Licensee is required to report the monthly consolidated sales to the Licensor by noon on the following day.

7.5. The Licensee shall immediately notify the Licensor of any accident or defect in the Licensed Premises or any systems thereof, as well as any condition or matter that may cause injury or damage to the Licensed Premises or any person or property located therein.

7.6. The Licensee shall not assign, sublet, pledge, or transfer this License Agreement or any interest therein, nor shall the Licensee part with the allotted premises, in whole or in part, or permit the Licensed Premises to be used or occupied by any other person.

7.7. **Usage Restrictions:** Licensee to strictly restrict / confine all its operations and activities, only in the area allocated by DDA.

7.7.1. The Licensee shall use the licensed premises only for Permitted Use and shall not use or permit to be used the Licensed Premises or any part thereof for any other purpose or business.

7.8. **Maintenance and Repairs:** Licensee shall be responsible for maintenance and repair works of the area allocated by DDA at its own expense. The maintenance and repair shall include:

7.8.1. Day to day cleaning and sanitization of the entire Nursery consisting of hall/room, Open area, concrete flooring, toilets, signage etc. with the suitable medium and procedure.

7.8.2. Maintenance of the Nursery, Toilet and other area.

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

7.8.4. Maintenance & smooth running of toilets, fixtures or chattels, systems, facilities, equipment, machinery etc.

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

7.8.6. The Licensee shall arrange all such machinery equipment as necessary for providing services of a high standard.

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

7.9.1. The Licensee shall operate and maintain the Licensed Premises and all improvements therein in good condition and keep the Licensed Premises clean and remove all debris and garbage from the Licensed Premises at its own expense.

7.10. **Addition/Alterations to the Premises:** DDA's prior approval will be required for any additional / alterations work.

7.10.1. The licensee shall be allowed to use temporary installations inside the Nursery for decoration and aesthetics. licensee has to get the approval of the Horticulture / Landscape / Planning or Engineering Department of the licensor and Building plans for necessary architectural controls before execution of any construction work.

7.10.2. The entire cost associated with the refurbishment of the new space shall be the sole responsibility of the Licensee.

7.10.3. Once the license is over and the premises are taken back by DDA, that property shall remain with DDA and no extra charges will be paid to the agency.

7.10.4. No permanent or temporary structures will be permitted to be erected within the allotted area.

7.10.5. The Licensee shall not alter or deface any of the permanent structures or parts thereof on the property. However, the Licensee may beautify the exterior of

the allotted space at their own expense.

7.11. Waste Management: Licensee shall be responsible for all type of waste management, conduct a regular checkup of the drainage etc. for smooth functioning of the Nursery and there will not be any littering due to activities at Nursery and same shall be responsible for the disposal of all types of waste to the locations identified by the Municipal Corporation. Licensee shall strictly abide by the "Solid Waste Management Rules, 2016 of Central Pollution Control Board (Ministry of Environment, Forest and Climate Change).

7.12. Supply of toiletries etc.: Licensee shall ensure adequate supply of sanitizers, hand wash in toilets etc.

7.13. Traffic and Parking Considerations: Licensee shall ensure smooth vehicular movement and parking for all the Nursery visitors. Licensee shall appoint a dedicated staff for the management of the same.

7.14. Performance Standards: The Licensee shall comply with the applicable provisions of the Indian Standard for *Functional Requirements of Nursery*, as prescribed by the Bureau of Indian Standards (BIS), and ensure that all operations, infrastructure, and safety measures are in accordance with the latest relevant norms and regulations

7.15. Compliance with Laws and Regulations: Licensee shall comply with all the directions / guidelines / circulars issued by the Government and its regulatory bodies from time to time. Licensee shall be solely responsible for any misconduct of its employees / staff / customers and *"independently liable before the court of Law."*

7.15.1. The Licensee shall comply with all laws, rules, regulations, and orders, as may be passed or amended from time to time, pertaining to the use and conduct of business on the Licensed Premises.

7.15.2. It shall be the sole responsibility of the Licensee to obtain all necessary clearances and licenses required to operate the Nursery from the relevant authorities. The Licensee is also required to submit copies of these clearances and licenses to this office. DDA will play a facilitating role.

7.15.3. The Licensee shall be responsible for providing all necessary infrastructure required to obtain the Fire NOC (No Objection Certificate).

7.15.4. The Licensee would be responsible for all legal and administrative procedures and compliances for day-to-day operations.

7.16. Marketing and Promotion: Licensee shall not place any advertisement / signage etc. within the park without the prior approval of DDA. Approval for the design, placement / locations of advertisement/ signage etc. shall be strictly as approved by DDA.

7.17. Accessibility Compliance: Licensee to ensure uninterrupted accessibility to all users. There should not be any hindrances to any access routes / ramps etc.

7.18. Environmental Compliance & Sustainability Practices: Licensee shall adhere to environmental regulations and sustainability standards. Use of biodegradable and eco-friendly items should be encouraged in the day to day running of the Nursery.

7.19. Community Engagement & Cultural Sensitivity: Licensee should participate in the community events and initiatives. Licensee should be sensitive towards diversity in the society and promote a healthy environment.

7.20. Servicing: Licensee to ensure the confined movement of the servicing vehicle and cleanliness. Vehicle more than 10 ft. X 5 ft. size shall NOT be permitted to the loading/ unloading area.

7.21. Public Safety Measures & Crisis Management: Licensee to ensure the proper safety of the visitors / customers. All the lights should be functional in full capacity and safety measures like Caution Wet Floor Signs etc. to be used. Tie-up with nearby hospital(s) / Police stations / Fire services etc. can be done to counter any mishap in the premises.

7.22. Noise and Nuisance Control: Licensee to ensure on the regulations regarding noise levels and measures to control potential disturbances to other visitors of the park.

7.23. Ethical Business Practices: Licensee should show its commitment to ethical business practices, including fair employment practices and responsible sourcing of ingredients.

7.24. Public Health Standards: Adherence to public health standards, including regular inspections to ensure food safety and hygiene.

7.25. Inspection rights: DDA or any concerned agencies reserve the right to conduct any inspection to the premise without any prior notice.

7.26. **Service Charges:** For the period of the license, the licensee shall also be liable to pay electricity charges, water charges, property tax and all other Government or municipal taxes, charges etc. connected with setting up and running of the Nursery.

7.26.1. The Licensee should pay Electricity consumption charges on monthly basis to the concerned CAU Delhi Development Authority on actual basis.

7.26.2. The units consumed in a month will be certified by the concerned Electrical Division / DDA.

7.27. **Termination:** DDA shall be at a liberty to revoke or terminate the license in case of violations of any of the conditions enumerated in these terms and conditions, where after the land and the construction thereon shall stand resumed and the limited right of the license to operate Nursery shall cease without any Demur.

8. GENERAL TERMS & CONDITIONS:

8.1. Change in the constitution / shareholding of the firm / agency to which the License is granted, will not be allowed during the license period without the approval of the licensor.

8.2. Within 07 days from the date of taking over the physical possession of the site, the Licensee shall execute an agreement with Licensor on stamp paper of requisite value and bear all the expenses in connection with execution thereof.

8.3. In the event of non-payment of electricity bill in time, the Licensee shall be liable to pay interest @ 15% per annum on the unpaid amount.

8.4. The Licensee is liable to pay all Govt. Taxes applicable at the rates as levied by Govt. of India / GNCTD / Local bodies, from time to time.

8.5. The Licensee shall use the premises only for the purpose indicated in the Agreement and for no other purpose whatsoever.

8.6. The Licensee shall not damage the license premises or any part thereof and in the event of any damage being caused by the Licensee or his employees or invitees or customers, the Authority shall be entitled to claim the damage and call upon the Licensee for replacement and reimbursement of cost thereof, which the Licensee shall undertake to pay forthwith, on demand. Further, the licensee is also liable for action including any prosecution under any relevant law or rules / regulations or court's judgments, as applicable.

8.7. The Licensee shall comply with all prevailing labour laws / Municipal laws & statutory requirements of other Central / State Government organizations. In case of violations of any laws / regulations of the statutory bodies, the Licensee will be solely responsible for the consequences arising out of such violations and shall indemnify the Delhi Development Authority on account of any liability in this regard.

8.8. The Licensee shall take all precautions and safety measures for safety and security of its personnel employed / engaged / hired by the licensee and DDA will not in any way be responsible for any disability, either permanent or temporary or any injury, whatsoever, caused to any personnel employed / engaged / hired by the licensee for any work / services in the premises. The licensee shall indemnify the Delhi Development Authority on account of any liability in this regard.

8.9. The Licensee shall remain solely and exclusively liable in respect of causes of action, claims, damages, compensation or cost, charges and shall indemnify the DDA in this regard. Expenses incurred by DDA arising out of any accident or injury or loss sustained by any workman or other person employed / engaged / hired by DDA while in the license premises, arising out of any act of omission, commission, default, negligence or error in judgment on the part of the Licensee or any personnel employed / engaged / hired, shall be reimbursed fully by the licensee.

8.10. The Licensor shall be entitled to terminate the license agreement with three months' prior notice to the licensee and discharge the contract without prejudice to other rights and remedies available to the Authority, on account of non-performance of any of the conditions of the agreement. Likewise, the Licensee may terminate the agreement after giving three months' prior notice to the licensor.

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

8.12. The licensee will follow the guidelines of Disaster Management and obtain necessary clearances from concerned authorities.

8.13. Proper cleanliness of the license premises including the toilets, all open areas shall be maintained by the licensee. Arrangement for solid and liquid waste disposal shall be made separately by the licensee. The licensee shall also abide by Swachh Bharat Mission guidelines as published from time to time along with the directions issued by various authorities in this regard.

8.14. All statutory provisions, guidelines and directions of any court of law or of any authority pursuant thereto shall be followed by the licensee with regard to Sound / Air / Water Pollution.

8.15. The licensee shall not permit any unlawful or illegal activity in the license premises and shall be solely responsible to the Law enforcement authorities.

8.16. In the event of violation of any terms & conditions by the licensee during the license period, DDA shall have the right to cancel the agreement and forfeit the entire security amount deposited by the licensee.

8.17. The licensee shall be responsible for all statutory taxes and payments to

different agencies and indemnify DDA from the same **(Annexure-3)**

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

8.19. Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, or any other clause or covenant in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, guideline, direction or any rule or regulation, it is hereby agreed that any dispute between the parties to this 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.

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

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

UNDERTAKING:

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

Seen and accepted.

Signature of the Authorized Signatory (With Office RubberStamp)

ANNEXURE- 1

Declaration cum Undertaking Form
(To be filled separately by every H1 bidder)

This Declaration is made at Delhi / New Delhi on

.
 (Day, DD/MM/YYYY) for allotment of Nursery at **Andheria More,**.

By, Mr. / Mrs. / M/s resident of

.

.

. (here in after called as "ALLOTTEE", which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns)

I S/o or D/o

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

Or

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

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

AND

1) I hereby declare that I have no outstanding dues pending against me or any of my family members in individual capacity or against any Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) in which I or my family members am / are in position of Partner / Proprietor / Director / Member, in respect of any of the properties taken in the past by me or any of my family members through the E- Auction of DDA or otherwise.

2)

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

OR

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

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

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

4. I or any of my family members, who are / were Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) have not been blacklisted for breach of terms and conditions of the agreement in the past.

5. I or any of my family members, who are / were Partner / Proprietor / Director / Member of the Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) have not changed the character / style / nomenclature / composition of the said Blacklisted / Defaulted Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies).

6. Also, I / we undertake that in case of any outstanding dues pending against me or any of my family members against any of DDA's Nursery / We have cleared all the outstanding dues pending against me or Firm(s) / Company(ies) / Registered Society(ies) / Registered Co-operative Society(ies) mentioned above. If we fail to do so, it would be deemed that the bid has been defaulted, and we will be responsible for the forfeiture of the EMD.

Name and Signature

Witness:

1.

2.

TECHNICAL PROPOSAL

Introduction:

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

Qualifications and Eligibility:

As per the prescribed eligibility criteria, we confirm that we possess a valid license from the concerned department i.e.. for the operate Nursery. Our firm has maintained a minimum average annual turnover of Rs 0.50 crore during the last Five financial years, showcasing our financial stability and consistency.

Experience:

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

Compliance:

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

Technical Approach:

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

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

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

Sincerely,

Signature: _____

Name: _____

Designation (if any): _____

Company/Organization: _____

PAN & Aadhar: _____

Address: _____

Contact Number: _____

Email: _____

AFFIDAVIT / UNDERTAKING

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

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

.

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

.

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

.

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

.

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

.

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

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

Signature: _____

Name: _____

Designation (if any): _____

Company/Organization:

PAN & Aadhar: _____

Address: _____

Contact Number: _____

Email: _____

DRAFT AGREEMENT

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

AND

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

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

WHEREAS

- a. In response to the E-Auction floated by the DDA vide E-Auction Phase no. dated, the SECOND PARTY has consented to implement the same vide acceptance letter nodated
- 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 & INTERPRETATIONS In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder.

1.1. **"Affected Party"** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 4.11.

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

1.3. **“Department”** means Delhi Development Authority / any agency of the Government of India / Government of NCT of Delhi.

1.4. **“Force Majeure”** or “Force Majeure Event” shall mean an act, event, condition or occurrence as specified in Article 4.11.

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

1.6. **“Project”** shall mean the entire scope of work as in the E-AUCTION OF Nursery UNDER THE JURISDICTION OF DDA and other obligations as spelt in the agreement.

1.7. **“Rupees”** or “Rs.” refers to the lawful currency (INR) of the Republic of India.

1.8. **“Services”** means the work to be performed by the Bidders pursuant to this contract as described in this agreement.

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

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

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

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

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

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

- d. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. The words "include" and "including" are to be construed without limitation;
- f. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- g. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include such days or dates;
- h. Any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST).
- i. The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement.
- j. Any reference at any time to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- k. References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- l. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
- m. The damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the " Damages")

3. GRANT OF SERVICE ASSIGNMENT

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 - As per E-Auction clause 6.14, subject to the terms and conditions.

5. SPECIFIC TERMS & CONDITIONS:

5.1. The agency shall run a ***premium exotic plant nursery***. The focus shall be on rare, imported, ornamental and high-value landscaping products catering to upscale clientele. Prices for sale of common/local plants shall be same as that sold by any DDA nursery

5.2. The agency would require supplying DDA with plants for its internal consumptions at the CPWD rates. The operator's product list shall be curated quarterly and submitted to DDA for approval

5.3. The agency should be in the business of managing and maintaining nurseries for at least 5 years on the day of submitting the bid.

5.4. The leased land shall be used solely for horticultural activities, gardening of plants & flowers, selling & supply of plants, flowers and gardening related products.

5.5. Branding shall be done by the party in the premises allotted for lease as per prior approval of DDA.

5.6. No other activity shall be allowed on the land for Nursery.

5.7. DDA reserves the right to inspect the premises and review sales/product lists at any time.

5.8. Ownership rights of the land shall always remain with DDA.

5.9. Electricity connection will be provided by DDA, the running bill as per actuals will be paid by the agency.

5.10. The agency shall bear the expenditure for provisions of safety at the property.

5.11. The agency shall arrange for required irrigation facilities for the Nursery.

5.12. The agency shall comply will all guidelines and directions of DDA regarding Solid waste management, composting and proper disposal of green waste and wet waste and dry waste.

5.13. The agency will not encroach additional land parcel and will confine its operations to the allotted land. In case it is found that the licensee has encroached

additional land, a penalty of INR 5,000/- per day and applicable commercial lease rent on the additional land encroached by the Licensee shall be charged.

5.14. For development of the nursery, a project report will be submitted by the agency describing in detail the plantation details along with facilities like green house, store, guardroom, hut etc. Temporary structure not more than 10ft x 5ft may be allowed for display and sale of horticulture products, after prior written approval of DDA. Prior written approval is mandatory for any temporary construction like green house or chick house.

5.15. The private operator shall maintain the allotted area at their cost, including landscaping, cleaning, irrigation, and waste disposal.

5.16. The agency shall commit to a small annual budget or plant quota towards supporting DDA Greens or conservation initiatives such as nurturing rare native species or sponsoring educational horticulture events.

5.17. Day to Day maintenance and House keeping expenses will be borne by the licensee.

5.18. The Licensee shall ensure uninterrupted services at and from the Licensed Area during the specified working hours.

5.19. The entire cost of the staff engaged and the recurring cost shall be borne by the Licensee.

5.20. The Licensee shall ensure that the billing system is fully computerized and subject to audit by the Delhi Development Authority. Additionally, the Licensee is required to report the monthly consolidated service/amount to the Licensor by noon on the following day.

5.21. The Licensee shall immediately notify the Licensor of any accident or defect in the Licensed Premises or any systems thereof, as well as any condition or matter that may cause injury or damage to the Licensed Premises or any person or property located therein.

5.22. The Licensee shall not assign, sublet, pledge, or transfer this License Agreement or any interest therein, nor shall the Licensee part with the allotted premises, in whole or in part, or permit the Licensed Premises to be used or occupied by any other person.

5.23. **Usage Restrictions:** Licensee to strictly restrict / confine all its operations and activities, in the area allocated by DDA.

5.23.1. The Licensee shall use the licensed premises only for Permitted Use and shall not use or permit to be used the Licensed Premises or any part thereof for

any other purpose or business.

5.24. Maintenance and Repairs: Licensee shall be responsible for maintenance and repair works of the area allocated by DDA at its own expense. The maintenance and repair shall include:

5.24.1. Day to day cleaning and sanitization of the entire Nursery consisting of building/hall/room, open area, concrete flooring, toilets, exercise area, signage etc. with the suitable medium and procedure.

5.24.2. Maintenance/ replacement of the same floor, paint etc. (color, size, proportion, and quality).

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

5.24.4. Maintenance & smooth running of Nursery, fixtures or chattels, systems, facilities, equipment, machinery etc.

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

5.24.6. The Licensee shall arrange all such machinery equipment as necessary for providing services of a high standard.

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

5.25.1. The Licensee shall operate and maintain the Licensed Premises and all improvements therein in good condition and keep the Licensed Premises clean and remove all debris and garbage from the Licensed Premises at its own expense.

5.25.2. The Licensee shall also maintain and beautify the area outside and nearby to allotted space on its own expenses.

5.26. Addition/Alterations to the Premises: DDA's prior approval will be required for any additional / alterations work.

5.26.1. The licensee shall be allowed to use temporary installations inside the Nursery for decoration and aesthetics. The licensee has to get the approval of the Horticulture / Landscape / Planning or Engineering Department of the licensor and

Building plans for necessary architectural controls before execution of any construction work.

5.26.2. The entire cost associated with the refurbishment of the new space shall be the sole responsibility of the Licensee.

5.26.3. Once the license is over and the premises are taken back by DDA, that property shall remain with DDA and no extra charges will be paid to the agency.

5.26.4. No permanent or temporary structures will be permitted to be erected within the allotted area.

5.26.5. The Licensee shall not alter or deface any of the permanent structures or parts thereof on the property. However, the Licensee may beautify the exterior of the allotted space at their own expense.

5.27. **Waste Management:** Licensee shall be responsible for all type of waste management, conduct a regular checkup of the drainage etc. for smooth functioning of the Nursery and there will not be any littering due to activities at Nursery and same shall be responsible for the disposal of all types of waste to the locations identified by the Municipal Corporation. Licensee shall strictly abide by the "Solid Waste Management Rules, 2016 of Central Pollution Control Board (Ministry of Environment, Forest and Climate Change).

5.28. **Supply of toiletries etc.:** Licensee shall ensure adequate supply of sanitizers, hand wash in toilets etc.

5.29. **Traffic and Parking Considerations:** Licensee shall ensure smooth vehicular movement and parking for all the Nursery visitors. Licensee shall appoint a dedicated staff for the management of the same.

5.30. **Performance Standards:** The Licensee shall comply with the applicable provisions of the Indian Standard for *Functional Requirements of Nursery*, as prescribed by the Bureau of Indian Standards (BIS), and ensure that all operations, infrastructure, and safety measures are in accordance with the latest relevant norms and regulations.

5.31. **Compliance with Laws and Regulations:** Licensee shall comply with all the directions / guidelines / circulars issued by the Government and its regulatory bodies from time to time. Licensee shall be solely responsible for any misconduct of its employees / staff / customers and independently blinded by the court of Law.

5.31.1. The Licensee shall comply with all laws, rules, regulations, and orders, as may be passed or amended from time to time, pertaining to the use and conduct of business on the Licensed Premises.

5.31.2. It shall be the sole responsibility of the Licensee to obtain all necessary clearances and licenses required to operate the Nursery from the relevant authorities. The Licensee is also required to submit copies of these clearances and licenses to this office. DDA will play a facilitating role.

5.31.3. The Licensee shall be responsible for providing all necessary infrastructure required to obtain the Fire NOC (No Objection Certificate).

5.31.4. The Licensee would be responsible for all legal and administrative procedures and compliances for day-to-day operations.

5.32. **Marketing and Promotion:** Licensee shall not place any advertisement / signage etc. within the park without the prior approval of DDA. Approval for the design, placement/ locations of advertisement/ signage etc. shall be strictly as approved by DDA.

5.33. **Accessibility Compliance:** Licensee to ensure uninterrupted accessibility to all users. There should not be any hindrances to any access routes/ ramps etc.

5.34. **Environmental Compliance & Sustainability Practices:** Licensee shall adhere to environmental regulations and sustainability standards. Use of biodegradable and eco-friendly items should be encouraged in the day to day running of the Restaurant.

5.35. **Community Engagement & Cultural Sensitivity:** Licensee should participate in the community events and initiatives. Licensee should be sensitive towards diversity in the society and promote a healthy environment.

5.36. **Servicing:** Licensee to ensure the confined movement of the servicing vehicle and cleanliness. Vehicle more than 10 ft. X 5 ft. size shall NOT be permitted to the loading/ unloading area.

5.37. **Public Safety Measures & Crisis Management:** Licensee to ensure the proper safety of the visitors/ customers. All the lights should be functional in full capacity and safety measures like Caution Wet Floor Signs etc. to be used. Tie-up with nearby hospital(s)/ Police stations/ Fire services etc. can be done to counter any mishap in the premises.

5.38. **Noise and Nuisance Control:** Licensee to ensure on the regulations regarding noise levels and measures to control potential disturbances to other visitors of the park.

5.39. **Ethical Business Practices:** Licensee should show its commitment to ethical business practices, including fair employment practices and responsible sourcing of ingredients.

5.40. **Public Health Standards:** Adherence to public health standards, including regular inspections to ensure food safety and hygiene.

5.41. **Inspection rights:** DDA or any concerned agencies reserve the right to conduct any inspection to the premise without any prior notice.

5.42. **Service Charges:** For the period of the license, the licensee shall also be liable to pay electricity charges, water charges, property tax and all other Government or municipal taxes, charges etc. connected with setting up and running of the cafe.

5.42.1. The Licensee should pay Electricity consumption charges on monthly basis to the concerned CAU Delhi Development Authority on actual basis.

5.42.2. The units consumed in a month will be certified by the concerned Electrical Division/DDA.

5.43. **Termination:** DDA shall be at a liberty to revoke or terminate the license in case of violations of any of the conditions enumerated in these terms and conditions, where after the land and the construction thereon shall stand resumed and the limited right of the license to operate Restaurant shall cease without any Demur.

6. GENERAL TERMS & CONDITIONS:

6.1. Change in the constitution/shareholding of the firm/agency to which the License is granted, will not be allowed during the license period.

6.2. Within 07 days from the date of submission of security deposit, the Licensee shall execute an agreement with DDA on stamp paper of requisite value and shall bear all the expenses in connection with execution thereof.

6.3. In the event of non-payment of electricity bill in time, the Licensee shall be liable to pay interest @ 15% per annum on the unpaid amount.

6.4. The Licensee is liable to pay all Govt. Taxes applicable at the rates as levied by Govt. of India/GNCTD/ Local bodies, from time to time.

6.5. The Licensee shall use the premises only for the purpose indicated in the Agreement and for no other purpose whatsoever.

6.6. The Licensee shall not damage the license premises or any part thereof and in the event of any damage being caused by the Licensee or his employees or invitees or customers, the Authority shall be entitled to claim the damage and call upon the Licensee for replacement and reimbursement of cost thereof, which the Licensee shall undertake to pay forthwith, on demand. Further, the licensee is also liable for action including any prosecution under any relevant law or rules/regulations or court's judgments, as applicable.

6.7. The Licensee shall comply with all prevailing labor laws/ Municipal laws & statutory requirements of other Central / State Government organizations. In case of violations of any laws / regulations of the statutory bodies, the Licensee will be solely responsible for the consequences arising out of such violations and shall indemnify the Delhi Development Authority on account of any liability in this regard.

6.8. The Licensee shall take all precautions and safety measures for safety and security of its personnel employed/engaged/hired by the licensee and DDA will not in any way be responsible for any disability, either permanent or temporary or any injury, whatsoever, caused to any personnel employed / engaged / hired by the licensee for any work / services in the premises. The licensee shall indemnify the Delhi Development Authority on account of any liability in this regard.

6.9. The Licensee shall remain solely and exclusively liable in respect of causes of action, claims, damages, compensation or cost, charges and shall indemnify the DDA in this regard. Expenses incurred by DDA arising out of any accident or injury or loss sustained by any workman or other person employed / engaged / hired by DDA while in the license premises, arising out of any act of omission, commission, default, negligence or error in judgment on the part of the Licensee or any personnel employed / engaged / hired, shall be reimbursed fully by the licensee.

6.10. The Licensor shall be entitled to terminate the license agreement with three months' prior notice to the licensee and discharge the contract without prejudice to other rights and remedies available to the Authority, on account of non-performance of any of the conditions of the agreement. Likewise, the Licensee

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

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

6.12. The licensee will follow the guidelines of Disaster Management and obtain necessary clearances from concerned authorities.

6.13. Proper cleanliness of the license premises including the toilets, all open areas shall be maintained by the licensee. Arrangement for solid and liquid waste disposal shall be made separately by the licensee. The licensee shall also abide by Swachh Bharat Mission guidelines as published from time to time along with the directions issued by various authorities in this regard.

6.14. All statutory provisions, guidelines and directions of any court of law or of any authority pursuant thereto shall be followed by the licensee with regard to Sound / Air / Water Pollution.

6.15. The licensee shall not permit any unlawful or illegal activity in the license premises and shall be solely responsible to the Law enforcement authorities.

6.16. In the event of violation of any terms & conditions by the licensee during the license period, DDA shall have the right to cancel the agreement and forfeit the entire security amount deposited by the licensee.

6.17. The licensee shall be responsible for all statutory taxes and payments to different agencies and indemnify DDA from the same (Annexure-3).

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

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

7. EVENTS OF DEFAULT AND TERMINATION - In the event of default of any of the

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

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

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

SIGNED SEALED AND DELIVERED

For and on behalf of SECOND PARTY

Name/ Designation
(Signature with Seal)

Name/ Designation
(Signature with Seal)

Witness:

1.

2.

APPENDIX - 1

CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY BIDDERS		
Sr.	DOCUMENT	

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

