



# DELHI DEVELOPMENT AUTHORITY

## TENDER DOCUMENT FOR E-AUCTION OF ANCILLARY FACILITIES IN MULTI PURPOSE COMMUNITY HALLS ON LICENSE FEE BASIS.

June, 2022

(Complete offer document is available on e-auction website [www.ddaeauction.co.in](http://www.ddaeauction.co.in) and DDA website [www.dda.gov.in](http://www.dda.gov.in). Corrigendum, if any, shall only be available on above websites.)

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Schedule of Bidding Process

**E-AUCTION OF ANCILLARY FACILITIES IN MULTI PURPOSE COMMUNITY HALLS  
ON LICENSE FEE BASIS.**

1.	Issue of Notice for e-auction of Ancillary Facilities in Multi Purpose Community Halls on license fee basis	12.06.2022
2.	Last date of Online Registration for participating in e-auction on <a href="http://www.ddaeauction.co.in">www.ddaeauction.co.in</a> .	16.07.2022 (Saturday) upto 06:00 PM
3.	Last Date of submission of Proposal and online EMD	16.07.2022 (Saturday) upto 06:00 PM
5.	Date of online bidding under this e-auction	22.07.2022 (Friday) (2:00 PM to 5:00 PM)
6.	Help Desk operational for training and information on e-auction	14.06.2022 (Tuesday) from 11:00 AM

(Any changes in above schedule will be notified only on DDA website [www.dda.gov.in](http://www.dda.gov.in) and e-auction website [www.ddaeauction.co.in](http://www.ddaeauction.co.in))

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**DISCLAIMER**

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

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

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

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

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

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## I. GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS

1. Only registered bidders, who are eligible and have paid EMD online, will be able to participate in this e-auction.
2. A bidder/licensee can bid for any number of sites, subject to submitting separate EMD amount for each of the site for which he bids.
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](http://www.dda.gov.in) or e-auction website [www.ddaeuction.co.in](http://www.ddaeuction.co.in) 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 email. 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

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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.

## II. E-AUCTION DETAILS FOR PRESENT PROJECT

1. **LETTER OF INTENT :** The LOI shall be issued online through BHOOMI Portal only. User Manual of BHOOMI Portal is also available on Bhoomi Portal. URL of Bhoomi Portal is <https://eservices.dda.org.in/user>.

Further, it is clarified that no formal LOI shall be issued through either offline mode or through e-auction Portal i.e. [www.ddaeauction.co.in](http://www.ddaeauction.co.in). Intimation of issuance of LOI will be communicated to bidder through system generated email [ddaeauction@dda.org.in](mailto:ddaeauction@dda.org.in) to those bidders whose H1 bid will be accepted by Competent Authority. The bidder is also requested to kindly check the spam folder.

2. **Process for making LOI payment (second stage EMD) and acceptance:** - The successful H1 bidder (new users/users whose PAN number is not registered) will require to login on BHOOMI Portal (URL <https://eservices.dda.org.in/user>) using login details provided via registered email ID registered for e-auction. The existing BHOOMI/AWAS user whose PAN number is registered can use their existing user ID and Password as login credentials. For more details, clarifications dated 17.12.2021 may be referred. The same is available on BHOOMI Portal.

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

a) Participants have to get themselves registered on the e-auction portal i.e. [www.ddaeauction.co.in](http://www.ddaeauction.co.in) by making online payment for Rs. 2000 + GST (18%). Help is provided to the prospective bidders for registration at DDA Help Desk, Vikas Sadan, INA, New Delhi and Help Desk Unit No. 202-203, 2<sup>nd</sup> Floor, H.B. Twin Tower, Tower-I, Netaji Subhash Place, New Delhi-110034.

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

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

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

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

4. **Online bids:**

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

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b) E-auction will start and end as per schedule mentioned in offer document. The bid for e-auction shall start with minimum one increment above the reserve price. Increment of rate in e-auction shall be Rs. 1,000/- (minimum increment value) or multiple thereof, with a maximum increment of rate of Rs. 10,000/-.

c) Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatever reason. If done so, the EMD amount shall be forfeited. The EMD of unsuccessful bidders will be refunded electronically to their bank account after the completion of auction, without interest.

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

5. **Time Extension:** If any market leading bid (bid higher than the highest at the point in time) is received within the last ten minutes of closing time, the time of auction sale will get automatically extended by another ten 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 minutes and the highest bidder will become H1 bidder.

6. **Training and Assistance Booth for the prospective Bidders:** For facility of the prospective bidders, a Helpdesk has been set up at Nagrik Suvidha Kendra, DDA Office, D-Block, Vikas Sadan, INA, New Delhi-23. Prospective bidders can get the required training and information on e-auctioning process during working hours.

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

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

ii) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the E-Auction. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the E-Auction shall be at Bidder's own risk and may be liable for rejection.

8. **UNCONDITIONAL BIDS –**

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

9. **REJECTION OF BIDS -**

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

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- i. Made misleading or false representations in the E-Auction reply or documents in support of mandatory criteria.
- ii. Submitted a proposal online that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their participation in the e-Auction shall not be considered.
- iii. Failed to provide clarifications related thereto, when sought;
- iv. Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of their bid.
- v. Any superfluous documents/document not related to the mandatory criteria may result in summary rejection of bid. All participating bidders are clearly instructed to attach only those documents which are relevant to the scope of work/mandatory criteria as specified in the E-Auction document and not any other work.
- vi. Any bidder found indulging in malicious campaign or disinformation campaign against any official of the DDA or any other bidders either directly or through third parties shall be liable for rejection of bid and other legal actions as per law. Such bidder may also be blacklisted by the DDA.

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

- i. The Bidder may carry out field visit to assess the site offered on license at any time at his own cost.
- ii. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of E-Auction Document will be at the Bidder's own risk.
- iii. It would be deemed that prior to the submission of Proposal, the Bidder has:
  - (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; and
  - (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) DDA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

11. **Force Majeure:**

1. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- Acts of any Government, including but not limited to war, declared or

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undeclared, priorities, quarantines, embargoes,

- Terrorist attacks, public unrest in work area;
2. Either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations.
  3. The Licensor or the Licensee shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

### III. QUALIFICATION CRITERIA

1. **Eligibility Criteria:** Bidder/licensees can be an individual, a Proprietorship firm, Company and Partnership.

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

- i. Bank statement for 2021-22
- ii. PAN Card
- iii. Photo I.D. in case bidder/licensee is an individual.
- iv. Proof of registered office address in case of company/firm.

2. **Tests of responsiveness of proposal:** Prior to permitting a bidder/licensee 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/licensee intends to bid.
- iii. It is received online by the Proposal Due Date.
- iv. It contains the information and documents as requested in the e-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 bidder/licensees 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.

The documents mentioned above at Para III.1 (Eligibility Criteria) will not be scrutinized prior to e-auction, and it will be presumed that Bidder/licensee has uploaded the required document correctly. However, all these required documents shall be verified after the completion of e-auction, and if any of the documents is found incorrect, the bid will be rejected and EMD of the H1 bidder/licensee will be forfeited.

**WORK ORDER:** (i) The possession of the site will be given after receipt and verification of the balance premium alongwith interest amount, if applicable, through BHOOI Portal and submission of

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other requisite documents. A letter for handing over the physical possession will be issued through BHOOMI Portal. The following document/s are required to be submitted after payment of premium alongwith interest, if applicable:

- a. The terms and conditions of auction duly typed on a Non-Judicial stamp paper worth Rs. 100/- signed by the successful Bidder/Allottee and duly attested by a Notary Public.
- b. Specimen signature of successful Bidder if an individual, of all the partners, if the successful Bidder is Partnership Firm or the person authorized by the Company through Resolution passed by the Board of Directors to enter into contract and take possession, in case the successful bidder is a company, as the case may be, duly attested by Notary Public/Gazetted Officer.
- c. One passport size photograph duly attested by a Gazetted Officer/Notary Public.
- d. Proof of identification.
- e. Copy of Board of Resolution, in case of authorized signatory.
- f. Certificate of incorporation and Memorandum of Association in case of firm/Company.
- g. Copy of Partnership Deed, in case of firm is a Partnership Firm.
- h. Any other document asked through the BHOOMI Portal.

#### IV. FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES

1. **EMD DEPOSIT:** Every bidder/licensee is required to make online payment of EMD 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 Earnest Money will be forfeited on account of one or more of the following reasons:

- i. Bidder/licensee withdraws the proposal during the validity period specified in E-Auction
  - ii. Bidder/licensee does not respond to requests for clarification or fails to provide required information during the evaluation process
  - iii. Bidder/licensee resorts to unethical practices or any practice that may mar the chances of rival bidder/licensees in the form of sudden complaints / RTIs / Newspaper reporting about competing bidder/licensees post the phase when the E-auction notice has been published
2. **Bidding Parameter:**
    - i. Monthly license fee, i.e. the license fee (in Indian Rupees) is the bidding parameter.
    - ii. A site shall be allocated to the H1 bidder/licensee who quotes the highest license fee for

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that site to DDA.

- iii. The bidding parameter is monthly license fee and the bidder/licensee is required to make payment of license fee in advance monthly installments, to be paid by the 10<sup>th</sup> of each month.
- iv. After the successful bidding, the H1 bidder/licensee will have to deposit 3 times the H1 bid amount minus the EMD, through online e-payment gateway of Bhoomi portal. If he fails to make this payment within 7 days of the completion of e-auction by making online payment on the e-auctioning portal, his bid will be cancelled and EMD deposited earlier will be forfeited.

**Illustration:**

- The reserve price for a site is Rs. 20,000 and the EMD is Rs.60, 000 /-.
- The highest bidder/licensee/bids Rs.40, 000 /- (monthly license fee)
- The bidder/licensee has to make payment of  $3 \times 40,000 - 60,000 = \text{Rs. } 60,000 /-$  Accordingly, the bidder/licensee shall have to deposit Rs.60,000/-within 7 days of the date of online e-bidding.

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

**V. CONTRACT TERMINATION**

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

- i. Failure to pay the monthly license fee 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 notice before deciding on termination of the agreement. The decision of the DDA shall be final and binding on the Bidder/licensee.

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


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/licensee to execute the project.

Seen and accepted.

**Signature of the Authorized Signatory**

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List of 08 Ancillary Services in Multi Purpose Community Halls										
SL-NO	Plot ID	LOCALITY/SITE	Total Area (Sqm.)	ZONE	No. of Floor	AREA AVAILABL E ASMPCH(IN SQM.)	PURPOSE OF AREA AVAILABLE FOR LICENSE	RATE MONTHLY(RS.)	Reserve Price (MONTHLY) (RS.)	
1	1249	Community Hall at Village PochanPur adjoining Sec- 23 B, Dwarka Phase-II.	1989.00	Dwarka	Basement	-	-	-	-	
					Ground Floor	-	-	-		
					First Floor	-	-	-		
					Second Floor	-	-	-		
					Third Floor	143.1	Library	3380.74		
					179	Multi Gym	42288.75	45669		
2	2104	Community hall at Sector-5, Rohini	92.5	Rohini	Ground Floor	-	-	-	-	
			248.5		First Floor	40.7	Indoor Game	13665.03		16381
						49.6	Senior Citizen	1665.32		
						31.3	Library/Reading Room	1050.9		
			248.5		Second Floor	-	-	-		-
248.5	Third Floor	-	-	-						
3	2105	Community hall at Sector-6, Rohini	145	Rohini	Ground Floor	-	-	-	-	
			295		First Floor	45.7	Indoor Game Room	15343.78		17869
						40.5	Senior Citizen Room	1359.79		
						34.7	Library/ Reading Room	1165.05		
			310		Second Floor	-	-	-		-
310	Third Floor	-	-	-						
4	1253	Community hall in CS/OCF-5 in Sector- 13, Rohini	165.9	Rohini	Ground Floor	-	-	-	-	
			549.5		First Floor	114	Senior Citizen Room	3827.55		19003
						31	Gym	10408.25		
						36	Yoga	1208.7		
						106	Library/Reading Room	3558.95		
542.8	Second Floor	-	-	-	-					
542.8	Third Floor	-	-	-						

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5	1251	Community Hall at Sector- 11, Rohini	98	Rohini	Ground Floor	-	-	-	3059
			218.98		First Floor	43.68	Senior citizen Room	1466.56	
						47.44	Library/Reading Room	1592.8	
			292.22		Second Floor	-	-	-	
292.22	Third Floor	-	-	-					
6	2358	Harkesh Nagar, near Harkesh Nagar Metro Station, New Delhi-110020	150	South	Ground Floor	-	-	-	56246
			550		First Floor	-	-	-	
			547		Second Floor	-	-	-	
			550		Third Floor	-	-	-	
			556		Fourth Floor	58.51	Reading room cum library	1636.78	
						100.2	Gymnasium	28030.95	
						86.37	Senior Citizen room	2416.2	
						86.37	Children play area	24162.01	
7	2359	Pocket-104, Kalkaji, Nehru Place Road, New Delhi-110019	198.7	South	Ground Floor	-	-	-	26335
			170		First Floor	-	-	-	
			170		Second Floor	-	-	-	
			170		Third Floor	34.15	Senior Citizen room/ library	2423.8	
						33.69	Gymnasium	23911.48	
8	2357	Community Hall at Opp. G.B.Pant SB Vidyalaya, Swami Pranvanand Marg, Sri Niwasपुरi, New Delhi-110065	653.9	South	Ground Floor	-	-	-	101821
			605		First Floor	-	-	-	
			605		Second Floor	-	-	-	
			605		Third Floor	106.54	Library	6134.04	
						163.62	Gymnasium	94204.21	
						25.76	Senior Citizen room/card room	1483.13	

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**(Please see Policy for operationalization of Ancillary Facilities in Multi Purpose Community Halls)  
Facilities to be established and operated by Licensee and Services to be Provided**

NOTE: This list is illustrative, for the purpose of guiding the licensee to establish the facility. It will not debar the Licensee to provide additional facilities / services provided that it gels with the overall theme of the facility.

**A. Multi Gym facility shall have following set-up**

**1. Cardiovascular Equipment**

Owning a piece of cardiovascular equipment is the top-most priority as it is essential for warming up. You have multiple options when it comes to cardiovascular gym equipment such as, treadmill, elliptical/cross trainer, upright bike and many more. Licensee can choose as it thinks fit.

**2. Strength Training Equipment**

Next up, we look upon the strength training gym equipments that are required for not only keeping the weight in-check but also for toning and shaping the muscles. Licensee may go for a 4-station or 10-station multi-gym equipment to do multiple exercises, using just single equipment.

**3. Fitness Accessories**

To build core strength and stamina, users need to resort to fitness accessories. These can easily help them in adopting cross-fit training as it is now a worldwide phenomenon. From gym ball to aerobic stepper, toning ball and then onto push-up bars, body trimmers, Licensee can choose as it thinks fit.

**4. Additional Services**

Multi gyms should offer a variety of additional programs and services, such as nutrition advice, weight loss challenges, lifestyle seminars, boot camp, Yoga, walking groups and personal training. Licensee can choose as it thinks fit.

**5. Vending Machines for water /Refreshments**

Multi gyms should offer a vending machine for the users to avail clean drinking water and healthy refreshments.

**B. Library facility shall have following set-up**

**1. A good range of books**

People are avid for information and they know that in most cases books are the best source of high quality knowledge. However, if people don't have access to these books in their local library, they will eventually turn to online sources. The Library should contain a minimum 2000 books according to the taste of the user community, especially children. Library should also subscribe to popular Magazines (minimum 20), Newspapers (Minimum 20) and comic books to cater to the taste of the community.

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**2. Online Reading material**

Relevant Reading material / resources available online should be available in the Library. The Library may tie up with other libraries to share resources.

**3. Long opening hours**

The first thought that comes to a library visitor's mind when thinking of going to the library is whether the library will be open at a convenient time for them. In general, patrons say that they would appreciate extended hours as they could spend a few hours at the library after work/school or during the weekend. Library should be open on Weekends and Holidays, and can choose a weekly day off during week- day. The Library services should be open from 08:00 am to 10:00 pm.

**4. Core library service for free**

Users want free access to information but also to the library's facility. People should be free to enter the library's perimeter and browse the shelves and stay as long as they wish. They still need a library card to borrow books and use other services (which can be chargeable) but there should be nothing stopping the visitors from entering the library. After getting a "free taster", they feel incentivized to become a library user and take full advantage of all the interesting library services.

**5. Help from knowledge able librarians**

Librarians represent the human Google of our local community. Social interaction with the librarian is the best way to ensure the user engagement with the library in a long run. Separate staff for other time-consuming activities such as book loans, fine payment or print handling.

**6. Spaces for users**

There are 4 important spaces every modern library should have to keep up with all these needs and attract a diversity of visitors. (a) A social space for interaction and knowledge exchange; (b) A quiet space for contemplation; (c) An activity space for innovation; and (d) A neutral and trusted space for public use (such as play space for toddlers). Depending upon the space constraints, the licensee shall, as far as possible, develop and create spaces for users.

**7. Vending Machines for water /Refreshments**

Multi Library should offer a vending machine for the users to avail clean drinking water and healthy refreshments.

**C. Senior Citizen Recreation Centre shall have following set-up**

**1. Spaces for users**

There are 4 important spaces every Senior Citizen Recreational Centre should have to keep up with all these needs and attract a diversity of visitors. (a)A social space for interaction and knowledge exchange; (b) A quiet space for contemplation/ meditation / Yoga; (c) An activity space for recreation; and (d) A neutral and trusted space for public use. Depending upon the space constraints, the licensee shall, as far as possible, develop and create spaces for users.

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**2. Recreational Facilities**

The Senior Citizen Centre should have facilities of Television, Music player, Karaoke, Cards Table, Chess Table, Desktop(s) with internet, and similar other recreational facilities. Film Shows can be organised by the Licensee.

**3. Medical Services**

Licensee shall provide services of First Aid at the Centre. In addition, it will provide automatic B.P Machine, Glucometer, and such basic medical devices. The licensee shall tie up with local hospital for providing Tele (or video) -consultation services of Doctors / Medical Professionals. Periodic visits of Doctor may also be fixed, if found feasible. Similarly, Licensee shall tie up with counsellors to provide counselling services either through teleconferencing / videoconferencing or by periodic visits.

**4. Excursions and Gatherings**

Licensee may organise religious-cultural social functions at the Centre on occasions such as Lohri, New-year etc. Further, the Licensee may organise professional excursion trips for Senior Citizen or their families.

**5. Lifestyle Services**

Regular Yoga /Neuro therapy/Physiotherapy sessions / services may also be provided by the Licensee. Educational talk by experts, Taxation related services, etc. may be provided.

**6. Food Services**

Licensee may serve hygienic pre-cooked food for the Members / their guests. Tea/ Coffee vending machine / Microwave for heating etc. can be installed.

**D. Indoor Games Room shall have following set-up**

Any or all of the following indoor games facility (ies) can be established

1. Billiards / Snooker/Pool
2. Bridge / Poker/other permissible card games
3. Table Tennis
4. Carrorn
5. Chess
6. Board Games
7. Children's board games

- E. Indoor Games Room can also be utilized for providing Yoga trainings.
- F. Licensee can provide training / coaching services for the indoor games.
- G. Licensee may organize competitions / local level tournaments in the facilities.

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(Please see Policy for operationalization of ancillary facilities in multi-purpose community halls) Terms and Conditions of License

**A. BRIEF SCOPE OF WORK**

1. It is proposed to offer space in Multi-Purpose Community Halls owned and controlled by DDA in various parts of Delhi. The sites will be allotted on license through e-auction to the successful (H1) bidder for a period of 60 months on License Fee Basis. The License shall be counted from the date of Possession Letter.
2. The premises can be used by the licensee only for the purpose of specified in Appendix-II. The allowed usage for the said sites shall be for the said purposes.
3. **Activities Not Permitted:** The Community Hall and the open space shall not be used for Political events, running Restaurant, Bar, Dance Bars, Retail sale of goods or services, Movie Theatre, Offices etc.
4. The premises is given on license on "AS IS WHERE IS BASIS". DDA will carry- out civil maintenance work of premises as per the need / advise of the Licensee.
5. Any infrastructure upgradation, internal furnishing, décor, if required, will be done by the Licensee at his own cost without any liability of DDA.
6. **Naming of the Facility:** The Licensee can name the Facility as per his choice / Branding. However, the said Name shall be Pre-fixed with "DDA-" to indicate DDA's Brand. [Eg. if the Licensee wishes to use the Name/Brand "Muscle Center" for the said Gym facility shall be called "DDA-Muscle Center Gym"].
7. **Advertisement:** Licensee can display One Board for the facility subject to Municipal Regulations. The Licensee shall be responsible to obtain municipal permission, pay fee to the municipal authorities and meet the safety regulation/ norms for the hoarding/advertisement.
8. License shall be awarded to the bidder offering highest License Fee.
9. The License Fee shall be paid on **Quarterly basis** w.e.f. the date of Possession Letter. The Quarters shall be – 1<sup>st</sup> April to 30<sup>th</sup> June; 1<sup>st</sup> July to 30<sup>th</sup> Sept; 1<sup>st</sup> Oct to 31<sup>st</sup> Dec; and 1<sup>st</sup> Jan to 31<sup>st</sup> March. License Fee for any quarter is to be paid in advance, before 10<sup>th</sup> day of the month of start of quarter. [eg. License Fee for Apr – June quarter is to be paid by 10<sup>th</sup> of April].
10. In case of delay in payment of License Fee, interest @ 6% per annum for the delay period shall be payable. For the purpose of calculation of interest, any part of month shall be treated as full month. In case delay is more than six months, penal interest @ 10% per month shall be applicable. [e.g. in case License fee for Qtr Apr-Jun is paid on 11<sup>th</sup> April, interest for 1 month shall be payable]
11. For the First quarters from the Date of issuance of Possession letter, the License Fee payable shall be Rs 100/- (One Hundred Rupees only per quarter). Thereafter, the quoted Licensee fee shall be payable by the Licensee. [e.g. if Date of P/L is 5<sup>th</sup> May, the License Fee for the Apr- June Quarter shall be Rs 100/- only. Thereafter, w.e.f July-Sep quarter, the quoted License Fee shall be payable]

  
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12. Escalation of License Fee: Every year, with effect from 1st of April, The License Fee payable shall automatically be increased by 3% over previous financial year. However, if the said 1<sup>st</sup> April falls within the first 12 month of the Demand Letter Date, no escalation shall be made in that year. [e.g, if the Quoted License Fee is Rs 1000, Date of Demand Letter is 2<sup>nd</sup> April 2020, then on 1<sup>st</sup> April 2021, no escalation shall be done (and License Fee for 2021-22 shall be Rs 1000 only and for 2022-23 it shall be 1030 and so on). On the Other hand, if Date of Demand Letter is 1<sup>st</sup> April 2020 the License Fee payable w.e.f 1<sup>st</sup> April 2021 shall be Rs 1030/- and w.e.f 1<sup>st</sup> April 2022 it shall be Rs 1060.90/- and soon]

13. The License shall be non-transferable and non-renewable. Upon expiry of the License (i.e., 60 months from the Date of possession Letter), the Licensee shall vacate and surrender peaceful possession of the premises, in good and habitable condition, to the Licensor. In case of failure to handover possession on due date, damages @ two times the license fee last payable shall be levied.

14. **For Gym / Indoor Sports Room facility, the Licensee shall be required to provide Security deposit equal to two quarter's quoted License Fee and a Bank Guarantee equal to four quarter's quoted license fee before the award of work. For Library and Senior Citizen Center, Licensee shall be required to provide Security deposit equal to four quarters quoted License Fee and a Bank Guarantee of Rs 5.00 Lakh (for each) before the award of work.**

15. One Toilet facility on the Floor shall be assigned to the Licensee. Licensee shall operate and maintain the said toilet for the use by the user of the facilities.

16. Management Advisory Committee (MAC): The Licensee shall form a 5 member Management Advisory Committee of the facility consisting of Chairpersons/ Secretary of the prominent Resident Welfare Associations of the area / vicinity. The Committee members shall be appointed on annual basis. DDA may select the RWAs that are to be represented in the Management Advisory Committee. The MAC shall be authorized to look into the accounts of the licensee.

17. Revenue Model: Licensee can charge from the users for-

- a. Membership fee for availing the services
- b. Fee for usage of individual services
- c. Fee for usage for additional services.
- d. Fee for trainings / courses offered from the premises
- e. Refundable Security deposits may also be taken from the users

18. The proposed rates for the services shall first be presented by the Licensee to the Management Advisory Committee, along with the likely financial implication. The Management advisory Committee may give its suggestions to the Licensee, which will be considered by the licensee before fixing the rates for the services. The suggestions of MAC shall not be binding upon the licensee.

19. The Licensee shall be allowed to receive grants or donations from RWAs, Businesses, citizen etc. in order to build / operate the facilities.

20. Licensee shall be required to bear the Electricity/water/utility charges in respect of the Licensed premises.

21. Disputes:- in case of disputes, only Local Courts in Delhi shall have jurisdiction.

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22. DDA will not be held responsible for any loss, injury, damage caused due to negligence of licensee as well as third party liabilities.

## II OTHER TERMS AND CONDITIONS –

1. Licensee shall establish and start operating all the licensed facilities as per Appendix –II within 3 months of the date of handing over the possession. The Licensee shall ensure that the facilities are continued to be operated to the satisfaction of DDA and MAC during the tenure of the License.
2. All necessary permissions from local authorities and from different departments/agencies shall have to be obtained by the licensee and DDA shall not be responsible in case of any default caused by the licensee.
3. No remission in quarterly license fee will be allowed under any circumstances shall be considered.
4. At his own cost and expenses, licensee shall install as many C.C.T.V cameras as are required for security purpose. All the entry and exit points of the site will be covered. The C.C.T.V cameras shall always be kept in working condition and continuously monitored during the function/ programmes.
5. Adequate communication and public address systems for assisting in emergency will be the responsibility of the licensee.
6. The Licensee shall ensure that infrastructure up-gradation/ Internal partitioning, if any, is within the Norms of Master Plan and Building By-laws, and permission of appropriate statutory authorities are obtained.
7. Before undertaking the infrastructure up-gradation at the site, the Licensee shall submit a project report of the same to Licensor and obtain NOC for the same.
8. Except for the Security Guard, no person shall be allowed to stay/ board within the premises
9. The licensee shall ensure that best quality fire resistant material & electrical equipments are used/installed.
10. No pucca structure of any kind will be made/constructed/erected by the licensee in open space.
11. Licensee shall ensure that no damage to trees, plants is caused within as well as around the premises during the infrastructure up-gradation work or during organizing of events.
12. All such Furniture/ furnishings shall have to be removed by the selected licensee at the end of the contract period. However, the infrastructure up-gradation work done within the Community Hall building shall not be required to be removed. (For clearing of doubt, the movable properties commissioned by the Licensee can be taken away by the Licensee)
13. The licensee shall be responsible for maintenance of hygiene, safety and security at the said premises.

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14. Licensee shall indemnify and hold harmless DDA and their employees from and against all claims, damages, losses and expenses arising out of or resulting from Licensee's negligence or breach in execution of this agreement. Licensee shall keep DDA indemnified as harmless for any losses / injuries in use / operation of the Community Hall.
15. Fire Safety norms will be adhered to by licensee while operationalization of facility / organizing any function and erecting any structure at the site and NOC to be obtained from the Fire Department by the licensee and shall adhere to the conditions of fire safety.
16. The licensee shall ensure that entry cum exit gates of the premises are kept sufficiently wide and remain unlocked all the times during the operations.
17. No Liquor shall be served or consumed in the premises.
18. The licensee will follow the guidelines of Disaster Management and obtain necessary clearances from concerned bodies as and when needed.
19. The licensee shall not display or exhibit pictures, poster, statues or other articles which are repugnant to the morale or are of indecent, immoral or improper character.
20. The licensee should ensure that unlawful/illegal activity should not take place on the sites and proper law and order should be maintained during various functions.
21. The Licensee shall be responsible for ensuring that no nuisance or traffic hindrances/ disturbances are created due to any function organized in the premises licensed to him. He shall be solely responsible to the Law enforcement authorities.
22. Proper cleanliness should be maintained by the licensee and arrangement be made for solid and liquid waste disposal separately in co-ordination with the concerned local bodies/ MCDs and will also abide by Swachh Bharat Mission rules notified in this regard and various directions issued by various authorities from time to time. He shall ensure that no waster shall be unauthorizedly dumped/discharged in violation of above rules.
23. Licensee will ensure that no water logging occurs on the site to avoid spreading water borne disease in the vicinity.
24. The licensee should follow the guidelines of Hon'ble Supreme Court orders/rules issued by Competent Authority with regard to Noise/Sound/Air Pollution.
25. The Premises would be a strictly no-plastic zone. The licensee shall not use any plastic/non-biodegradable disposable utensils or single use plastic products (such as plastic bottles) to serve the guests. Only non-disposable, or biodegradable products shall be allowed. Any disposable items required to be consumed during the event would be of eco-friendly material. Packaged beverages in vending machines may however be in plastic bottles.
26. Any Civil, electrical maintenance work required on the site during the period of the license shall be carried out by the DDA at the recommendation / request of the Licensee.

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27. The licensee shall be responsible for all statutory taxes and payments to different agencies and indemnify DDA from the same.
28. The licensee shall have to abide by all the relevant directions of DDA, Orders/Directions of the Courts of law related to such sites in question in addition to the terms of this E-Auction.
29. The licensee shall also absolutely comply with all the extant laws as applicable to the Government of NCT of Delhi/UOI etc.
30. Disputes: - in case of disputes, only Local Courts in Delhi shall have jurisdiction.
31. In case any disaster / damage / untoward incident happens in the Licensed premises, the Licensee shall, as immediately as may be practicable, inform the concerned authorities, Local Police and the Licensor. A detailed report of such an incident should be submitted by the Licensee to the Licensor within one week of the incident.

### III. DDA'S RIGHTS AND PRIVILEGES

1. In the event of violation of any terms & conditions by the licensee during the contract period, DDA shall have full right to cancel the agreement and the entire security amount deposited with DDA shall stand forfeited. No compensation towards cost of infrastructure investment shall be payable in case license is terminated on violation of License Terms and conditions.
2. Penalty: If any violation of any of the conditions prescribed in part II (Other terms and conditions) is detected, a penalty of Rs. 10,000/- per day/event of violation will be levied against the licensee. Further, he will also be black listed and not allowed to participate in future e-auction programmes.
3. No Liability of DDA
- DDA will not be responsible or liable on any account for any incident whatsoever at these sites.
  - The licensee shall indemnify and keep indemnifying the DDA in respect of the losses or damages or expenses of litigation in connection with the sites.
4. DDA reserves the rights to carry out inspection by any official of the DDA to ensure that management and maintenance of the site is being done as per E-Auction terms and conditions and directions of DDA from time to time.
5. No Tenancy Rights / Title / Interest of Licensee:
- The permission by DDA shall be for a limited period and only for use as per terms and conditions and agreement related thereto. This does not create any tenancy rights enjoyable by the selected licensee.
  - The land of such sites shall always remain the property of DDA and the licensee shall not claim any right/title/or interest to any right or any nature of easement in relation to or respect thereto.

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6. Reduction / Condonation/ waiver of Penalty: Vice Chairman, DDA shall have the rights to reduce / condone / waive the penalty, full or in part, at his sole discretion, considering the facts and circumstances of the violation and gravity of the same.

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

- i. Failure to pay the license fee within stipulated time.
- ii. Upon occurrence of any of the defaults, the DDA would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the DDA shall be final and binding on the Bidder.

8. Disputes:- in case of disputes, only Local Courts in Delhi shall have jurisdiction.

9. DDA will not be held responsible for any loss, injury, damage caused due to negligence of licensee as well as third party liabilities.

**SURRENDER OF LICENSE / EARLY TERMINATION OF LICENSE:**

1. The Licensee may, after the expiry of 12 months from the Date of taking over possession, choose to surrender the License and return the License Premises by giving a three month notice to the Lessor provided-

- i. There has not been any violation of terms and condition of the License by the Licensee, or if there has been a violation, the Licensee has paid the penalty in respect of the same (or the same has been condoned by the Licensor).
- ii. No termination or penalty proceedings have been initiated by the Licensor

2. As the Facilities in the Multipurpose Community halls were licensed as a single bundle, in case the licensee wishes to surrender, he will be required to surrender the complete bundle. He cannot retain some facilities and surrender some.

3. The Notice for surrender shall include-

- i. Details about damage(s) to the premises, if any
- ii. Statement of violations, if any during the license period and penalties imposed /paid
- iii. An undertaking that during the Notice period, no further damage(s) to the site or violation of license conditions shall occur.

4. Where such Notice of Surrender is given to the Licensor, the Licensor, within the said three-month period, shall-

- i. Inspect the premises or cause the premises to be inspected by an agent to-
  - a. Check violation of license conditions, if any
  - b. Ascertain the condition of the premises, and assess damage(s) to the site, if any
  - c. Prepare an estimate of cost of damages.

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- ii. Thereafter respond to the Notice by providing to the licensee by either
  - a. Accepting the Notice of surrender, or
  - b. Rejecting the Notice of surrender.
5. In case the Licensor Accepts the Notice, the Licensor shall convey to the Licensee—
  - i. Amount deductible / chargeable on account of damage to the premises
  - ii. Amount recoverable on account of penalties for violation of lease conditions or arrears of license fee.
6. The decision of Licensor in respect of amount entitled in lieu of infrastructure upgradation shall be final, and in case the Licensee does not agree to the same, he may choose to withdraw the notice and continue with the license.
7. In case the Licensor rejects the notice of surrender, he shall convey to the Licensee the reason for rejection. Where the Notice has been rejected, the licensee shall continue to be a licensee until the Licensor terminates the License as per the License conditions.
8. Early 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 competent authority by giving a three month notice.
  - ii. In the event of an early termination (except when license has been terminated on account of violation of the License Terms and Condition) DDA shall compensate to the licensee for infrastructure up-gradation works undertaken, by paying depreciated value of Estimated value of Infrastructure upgradation.
9. Where the surrender is accepted, in respect of the infrastructure upgradation undertaken by the licensee, he shall receive a compensation, which shall be depreciated value of Estimated value of infrastructure upgradation.
10. Depreciation rate shall be taken @20% per year (or part thereof). Only the Capital investment made in the Building and premises shall be considered for calculation of compensation payable. Expenditure towards normal repair / maintenance works shall not be considered. Also, cost of illegal structures shall not be considered.
11. For the purpose of calculation of period for depreciation, start date shall be Date of possession, and end date shall be date of Notice of surrender or Date of Notice by DDA, as the case may be (irrespective of the time when the infrastructure upgradation work was executed).
12. Estimated value of infrastructure upgradation shall be calculated by DDA or its agent based on his assessment of infrastructure upgradation undertaken on site on the basis of CPWD rate of the year of Possession letter.

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13. For removal of doubt, it is clarified that no compensation in respect of infrastructure upgradation shall be admissible when the License is terminated by DDA on account of violation of license conditions.

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

15. In case the Licensor fails to respond to the Notice of Surrender (as per clause IV.3(b)) within the time specified therein, the surrender shall deemed to have been accepted, and the Licensee shall handover the premises upon expiry of the notice period. However, this shall not preclude DDA to make the assessment of compensation, damage charge or penalty/arrears due.

16. Licensor and Licensee shall complete the settlement of accounts within three months of the handover of premises (back to Licensor) by paying the balance amount due (on either part). In case of failure, simple interest @5% per annum on balance amount shall be payable (on either part) from the date of expiry of the said three month period.

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DRAFT AGREEMENT

This AGREEMENT is made at Delhi/New Delhi on this.....day of ..... 2022 for implementation the work as mentioned under the head "Scope of work in the E-Auction by and between

*DELHI DEVELOPMENT AUTHORITY having its office at Vikas Sadan, INA, New Delhi -110023 hereinafter called as "DDA ", (which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the FIRST PARTY.*

AND

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


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

**WHEREAS**

- A. In response to the E-Auction floated by the DDA vide E-Auction no.....dated....., the SECOND PARTY has consented to implement the same vide Allotment Letter no dated ...../...../2022.
- 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 HERINAFTER SET FORTH, "DDA AND "PRIVATE SERVICE PROVIDER" INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

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