



DELHI DEVELOPMENT AUTHORITY

TENDER DOCUMENT FOR E-AUCTION

OF

**Build-up-area for Food truck at Sadbhavana Park Opposite Atal
Samadhi, Rajghat.**

Near Daryaganj

ON LICENSE FEE BASIS

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

TABLE OF CONTENTS

S.NO	PARTICULARS	PAGE NO.
1	DISCLAIMER	3-4
2	SCHEDULE OF BIDDING PROCESS	5
3	GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS	6-8
4	BRIEF SCOPE OF WORK	9-11
5	E-AUCTION DETAILS FOR PRESENT PROJECT	11-16
6	RIGHTS AND RESPONSIBILITIES OF LICENSEE AND DDA	16-21
7	QUALIFICATION CRITERIA	21-22
8	FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES	22-27
9	CONTRACT TERMINATION	27-28
10	APPENDIX 1- DRAFT AGREEMENT	29-37
11	APPENDIX 2- LIST OF BUILD-UP-AREA FOR FOOD TRUCKS OFFERED IN GREEN AREA ON LICENSE FEE	38
12	APPENDIX-3-CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY AGENCIES DURING SUBMISSION OF BID ON E-AUCTION PORTAL	38
13	SITE PLAN.	36

DISCLAIMER

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

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

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

DDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law,

statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this e-auction document.

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

Schedule of Bidding Process

E-AUCTION OF BUILD-UP-AREA FOR FOOD TRUCKS

1	Issue of Notice	13.03.2026
2	Registration Starts	16.03.2026
3	Help Desk operational for training and information on e-auction	16.03.2026
4	Last date of Online Registration for participating in e-auction on https://ddahort.etender.sbi	15.04.2026
5	Last Date of submission for Technical Proposal and online EMD	15.04.2026
6	Date of online bidding under this e-auction (only among qualified bidders)	Tentatively 21.04.2026

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

GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS

1. INTRODUCTION

SADBHAVANA PARK

The Delhi Development Authority (DDA) has redeveloped Sadbhavana Park near Jain Mahila Ashram, opposite Atal Samadhi, Rajghat, near Daryaganj. Open spaces for the public have been developed in the form of an entrance plaza, parking spaces, seating plazas, and a kids' play area to promote recreational activities.

Sadbhavana Park is visited by various government officials, dignitaries, and a large number of members of the general public. The park's location offers easy accessibility to the densely populated nearby residential areas of Central Delhi, such as Daryaganj, making it a hub for social and community activities. Due to its prime location and natural beauty, the area regularly hosts congregational activities and community events, bringing people together in a peaceful park setting.

The proposed built-up area for the food truck exterior will showcase a vibrant, eco-friendly design featuring a painted mural that highlights environmental themes or nature-inspired artwork to attract visitors. This outdoor space will also serve as a venue for offering healthy food options, promoting eco-conscious practices, and fostering a deeper connection within the community.

The Delhi Development Authority (DDA) invites eligible vendors/bidders through e-auction to operate the built-up area for a food truck on a license fee basis to provide food and beverage services at their own cost. The built-up area for the food truck, including the kitchen facility, will be developed by the vendor at their own cost. DDA will provide only the built-up area (45 sq. mtr.) to the vendor for operating the food truck. The details are as attached at Annexure-II.

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

ii) While finalizing the e-auctions, the accepting authority i.e. the VC, DDA may also at his discretion, form a panel (waiting list) from among the bidders in accordance with the amount e-auctioned by them. In case of failure of the successful bidder to comply with the terms & conditions of the e-auction leading to cancellation of his e-auction bid or contract, as the case may be,

VC, DDA would be well within his right to allot the site to the next highest successful bidder on the panel on the rates as quoted by the first successful bidder, instead of re-e-auctioning it. The decision of accepting authority shall be final and binding on the participants' of the e-auction.

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

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

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

6. Cost of E-Auction Document: The bidders have to download e-Auction Documents from DDA website www.dda.gov.in or e-auction website <https://ddahort.etender.sbi> free of cost.

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

8. Clarifications: To assist in the process of evaluation of Proposals, DDA may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification shall be made in writing or by facsimile/email, clearly specifying the points requiring clarification. The Bidder shall submit its written response within seven (7) working days from the date of receipt of such request (or within such other period as may be specified by DDA in the request).

Failure to respond within the stipulated time may result in the Proposal being evaluated based on the information available with DDA, or may lead to rejection of the Proposal.

No change in the substance of the Proposal shall be permitted by way of such clarifications. Clarifications shall be limited to explanations or elaborations of the information already submitted in the Proposal and shall not include submission of new or additional documents that materially alter the Proposal.

9. Amendment of E-Auction Document: At any time prior to the Proposal Due Date, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the E-Auction Document. Any modification thus issued will be informed to all the prospective bidders by notifying on DDA website as well as e-auction website. Such modification will be binding upon all bidders participating in E-Auction process.

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

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

12. Force Majeure: The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include natural calamities including epidemic, lightning, earthquake, flood, storm, or other unusual or extreme adverse weather or environmental conditions. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party i.e. DDA. The notice shall include full particulars of the nature of Force Majeure event, the, effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its

obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

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

II. BRIEF SCOPE OF WORK

1. This e-auction offers Build-up-area for Food trucks in green-area owned and controlled by DDA as per the details at Appendix 2. The sites will be allotted on license through e-auction to the successful (H1) bidder who bids highest value of license fee which shall be paid on Quarterly basis.
2. The Build-up-area for Food trucks can be used as per mentioned in Appendix 2.

3. 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 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 (1 st 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
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		<p>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	

	The payment shall be made quarterly by the		
	Term	Year	License fee * (in Rs.)
	Term 1	1 st	100.00/-
		2 nd	105.00/-
		3 rd	110.25/-
	Term 2	4 th	121.28/-
		5 th	127.34/-
		6 th	133.71/-
	Term 3	7 th	147.10/-
		8 th	154.43/-
		9 th	162.15/-
	<p>Licensee on or before the 10th of first month of the quarter in advance after possession of the site. Further, the rental enhancement will be @ 5% annually and @10% at the completion of every 3 years of license term, as reflected in the table below:</p> <p><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></p>		

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

III. E-AUCTION DETAILS FOR PRESENT PROJECT

1. Eligibility: The participants in e-auction shall be individual, a Proprietorship firm, Company and Partnership.

2. Earnest Money Deposit: To be able to participate in e-auction for a particular Build-up-area for Food truck, the prescribed EMD (specified in Appendix-2.) equal to three months the amount of annual reserve price for that site is to be paid by the bidder through online mechanism of e-auction portal <https://ddahort.etender.sbi>. Detailed instructions to guide the bidder through the e-payment, steps are available on the said portal/website. EMD will be treated as a Security Deposit in the department which may be adjusted against the license fee for the last three-months of the license period.

The aforesaid earnest money shall always be interest free. The EMD of the unsuccessful bidder will be refunded electronically to their bank account after the completion of auction, without interest.

3. The bidder may participate in the e-auction for the built-up area for food trucks by submitting the prescribed EMD and may become the 'H1 bidder' through E-auction for the built-up area for food trucks.

4. Payment to be made within 7 days from the issuance of LOI. After the successful bidding, the H1 bidder will have to deposit half amount (6 months) of the H1 bid amount minus the First stage EMD, through online e-payment gateway of BHOOMI portal (<https://eservices.dda.org.in/user>). If he fails to make this payment, his bid will be cancelled and EMD deposited earlier will be forfeited and the H1 bidder will be **blacklisted** for one year from participating in any type of bid in the DDA.

Illustration:

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

- The highest bidder bids Rs. 48,000 /- (annual license fee)

- The bidder has to make payment of $0.5 \times 48000 - 6000 = \text{Rs. } 18000/-$. Accordingly, the bidder shall have to deposit Rs. 18,000 /- within 7 days of from the LOI issued.

5. The Security deposit of half amount of H1 Bid amount minus EMD" should explicitly mention that no interest will be payable on the security deposit.

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

a) Participants have to get themselves registered on the e-auction portal i.e. <https://ddahort.etender.sbi> by making online payment for Rs. 2000 + GST (18%). All the participants have to register themselves with DDA afresh and the charges 2000+GST will be one-time charges only. The registration amount once paid shall be non-refundable under any circumstances. Help is provided to the prospective bidders for registration at Support Desk: 022-22811110/07968136806, Email id: etender.support@sbi.co.in.

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

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

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

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

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

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

7. Online bids:

a) The bidders are required to quote for the **rate (annual license fee)** with reference to the property (Build-up-area for Food trucks) put on e-auction, over and above the reserve price mentioned in the Appendix-2.

b) E-auction will start and end as per schedule mentioned in the offer document. The bid for e-auction shall start with a minimum one increment above the reserve price. Increment of rate in e-auction shall be Rs. 10000/- (minimum increment value) or multiple thereof.

c) Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatever reason. If done so, the EMD amount shall be forfeit

ed.

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

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

9. Training and Assistance Booth for the prospective Bidders:

9.1 For facility of the prospective bidders, a Helpdesk has been set up at Support Desk: 022-22811110/07968136806, Email id: etender.support@sbi.co.in. Prospective bidders can get the required training and information on e-auctioning process during working hours. If any inquiry related to property prospected bidder can mail to ddahort.auctioncell@gmail.com.

10. Note of caution for the Bidders:

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

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

11. UNCONDITIONAL BIDS:

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

12. REJECTION OF BIDS:

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

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

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

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

i. The Bidder may carry out field visit to assess the site offered on license at any time at his own cost. This is very important, as the sites are offered on 'AS IS WHERE IS' basis.

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

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

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

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

(iii) Made a complete and careful examination of the various aspects of the Project that might affect the Bidder's performance under the terms of this E-Auction Document.

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

IV. RIGHTS AND RESPONSIBILITIES OF LICENSEE AND DDA

1. Nature of Usage Allowed By DDA:

i. The licensed Build-up-area for Food trucks shall not be used or permitted to be used for any other purpose, whatsoever except general use for which authorization has been issued.

ii. The Build-up-area for Food trucks are being e-auctioned on "As is where is" basis. It is presumed that the intending auctioneer has inspected the Build-up-area for Food trucks and familiarized himself/herself with the prevailing conditions in all respect before participating in the e-auction. No claim/dispute

regarding condition/capacity of the Build-up-area for Food trucks shall be entertained by DDA. The auctioner cannot put any condition with his/her e-auction.

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

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

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

vi. The licensee shall not display or exhibit any advertisements or place or put up a hoarding on any part of the interior or exterior of the Build-up-area for Food trucks.

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

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

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

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

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

xii. That the licensee shall not be entitled to allow any other person to use the premises in his place or to use any part thereof. In the event of the death of licensee, or the licensee becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter, the licence shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing, the legal heirs or representatives may be permitted

after discharging any liability that the licensee may have incurred, remove the goods and other equipment that may be found at the licensee premises. But in the case goods are not claimed by the legal heirs/representatives within four week of the demise of the licensee, the licensor may, by public auction dispose of the same.

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

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

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

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

xvii. If the licensee is unable to obtain the requisite connection such as electricity, water, drainage, sewer etc. due to reasons beyond his control, these facilities are not provided within one months, then permission for another one months will be granted by Pr. Commissioner (Hort) based on merit of each case. The licensee must take over the physical possession of the Build-up-area for Food truck within 30 days from the date of issue of Possession Letter. If licensee fails to take over the possession within the stipulated period without any justifiable reasons or further extension, the license fee will be commenced after completion of two months of issue of Possession Letter. In case of any exceptional circumstance where the delay in obtaining the requisite connection such as electricity, water, drainage, sewer

etc. due to reasons beyond his control, then VC/DDA will be competent to grant extension beyond period of 2 months on case-to-case basis.

xviii. 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 Guidelines/Statutory Compliances/others courts, the concerned DD (Hort) may impose a penalty of Rs 500/- per day till the compliances are met by the Licensee.

2. Other Obligations of Licensee

- i. The bidder shall have to abide by all the relevant directions of DDA, Orders/Directions of the Courts of law related to such sites in question in addition to the terms of this E-Auction.
- ii. The bidder shall be responsible for all statutory taxes and payments to different agencies and indemnify DDA from the same.
- iii. The bidder shall also absolutely comply with laws and orders/directions of the tribunals/courts established by law and all the extant laws as applicable to the Government of NCT of Delhi/UOI etc.

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

- i. DDA at any time may take back the physical possession of the site if the site is required for any development project with the approval of competent authority.
- ii. In case of termination of the contract by DDA prior to end of validity period in accordance with the terms and conditions of the e-auction, the bidder will be liable to pay proportionate license fee up to the date of termination for contract.

4. Exit Clause:

If the licensee is unwilling to run the Build-up-area for Food truck successfully, he may exit the contract by serving three months' notice to DDA.

5. No Liability of DDA

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

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

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

7. No Tenancy Rights / Title / Interest:

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

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

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

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

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

After completion of the 6th year, the tenure of license will be extendable for another period of 3 years (2nd and final extension) by the mutual consent of licensee and licensor & subject to payment of all dues and taxes, the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision or subject to final acceptance of Licensor/DDA. There shall be no further extension after a total period of 09 years.

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

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

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

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

V. QUALIFICATION CRITERIA

1. Eligibility Criteria: Bidders can be an individual, a Proprietorship firm, Company and Partnership.

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

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

i. It meets the eligibility criteria.

- ii. It is accompanied with the prescribed EMD(s) for the site(s) for which the bidder intends to bid.
- iii. It is received online by the Proposal Due Date.
- iv. It contains the information and documents as requested in the-Auction Document.
- v. It mentions the proposal validity period as set out in the e-Auction Documents.
- vi. There are no inconsistencies between the Proposal and the supporting documents.

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

VI. FINANCIAL MODEL, AGREEMENT AND RELATED ISSUES

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

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

- i. Bidder withdraws the proposal during the validity period specified in E-Auction
- ii. Bidder does not respond to requests for clarification or fails to provide required information during the evaluation process
- iii. Bidder resorts to unethical practices or any practice that may mar the chances of rival bidders in the form of sudden complaints/RTIs/ Newspaper reporting about competing bidders post the phase when the E-Auction notice has been published

2. Bidding Parameter:

i. Annual license fee, i.e. the license fee (in Indian Rupees) is the bidding parameter.

ii. A site shall be allocated to the H1 bidder who quotes the highest annual license fee for that site to DDA.

iii. The bidding parameter is annual license fee and the bidder is required to make payment of license fee in advance Quarterly installments, to be paid by before the 10th of first month of each quarter after possession of the site.

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

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

Illustration:

- *The annual reserve price for a site is Rs. 24,000 and the EMD is Rs. 6000/-*
- *The highest bidder bids Rs. 48,000 /- (annual license fee)*
- *The bidder has to make payment of $0.5 \times 48000 - 6000 = \text{Rs. } 18000/-$. Accordingly, the bidder shall have to deposit Rs. 18,000 /- within 7 days of from the LOI issued.*

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

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

5. ACKNOWLEDGEMENT OF LETTER OF ACCEPTANCE (LOA): 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 Build-up-area for Food truck:

- a. 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 and duly attested by 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 physical possession, in case the successful bidder is a company, as the case may be, duly attested by Notary Public.
- c. Passport size photograph duly attested by Notary Public.
- d. Proof of identification issued by Government of India.
- 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 a firm is a Partnership Firm.
- h. Any other required document required through the BHOOMI Portal.

In the event that the aforesaid documents are not submitted within the stipulated time period, the Earnest Money Deposit (EMD) submitted by the H1 bidder shall be forfeited, and the H1 bidder shall be **debarred/blacklisted** for a period of one year from participating in any category of bids floated by the DDA.

6. 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.

7. 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.

a. **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.**

b. 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.

- c. 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.

8. AGREEMENT: An agreement would be executed with the selected bidder, prior to issue of possession letter to him. The draft agreement is enclosed as Appendix-1. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/ deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act/rules/regulations/bye-laws hereafter made and shall have agreement. The e-Auction document and outcomes of all negotiations with the selected bidder shall form a part of the agreement.

9. SECURITY DEPOSIT AND RENEWAL OF CONTRACT:

- i. Security Deposit will be half (6 months) of the H1 bid amount minus first stage EMD.
- ii. The initial License term would be for a period of 3 years extendable, up to a maximum of 9 years. The tenure of license would, after the expiry of the first term of three years, be extendable for a further period of 3 years (1st extension) at the mutual consent of licensee and licensor & subject to payment of all dues and taxes, the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision or subject to final acceptance of Licensor/DDA. After completion of the 6th year, the tenure of license will be extendable for another period of 3 years (2nd and final extension) by the mutual consent of licensee and licensor & subject to payment of all dues and taxes, the licensee provided that there has been no violation of the terms and conditions of the License as provided in the tender document, the license deed and any statutory provision or subject to final acceptance of

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

iii. The licensee would be required to make payment of license fee along with GST @ 18% or as applicable in advance on quarterly installment basis by the before the 10th of first month of the quarter and to submit a copy of bank challan in this office in support of payment of license fee. In case of failure to deposit the license fee in time, interest @ 15% p.a. (Simple interest) will be leviable from the due date of the deposit until the date of deposit. In case of delay upto 15 days, interest shall be payable for 15 days and for delay more than 15 days (upto 30 days), interest payable shall be for one month. Further in case the license fee along with the interest due is not paid within 30 days of the due date, the security deposit may be in cashed to recover the DDA dues, and license shall be liable to be cancelled.

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

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

VII. CONTRACT TERMINATION

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

i. Failure to pay the annual license fee within stipulated time. This may lead to non-renewable of contract.

ii. Upon occurrence of any of the defaults, the DDA would follow the procedures of issuing time bound Notice/Show Cause before deciding on

termination of the agreement. The decision of the DDA shall be final and binding on the Bidder.

iii. In case of any dispute arising between licensor i.e. DDA and the licensee in respect of interpretation or performance of any terms & conditions of this agreement, the same shall be referred to Vice Chairman, DDA & decision thereon shall be final. The licensee shall not object to the Vice Chairman, DDA

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

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

UNDERTAKING: I/we have gone through the e-Auction documents and accepted all the terms and condition of the E-Auction and bound by the conditions given in the document as well as scope of work. That we agree that any E-Auction may be rejected if the competent authority feels that the response to E-Auction is not qualified enough for the selected bidder to execute the project.

Seen and accepted.

Signature of the Authorized Signatory

APPENDIX- 1

AGREEMENT FORMAT

This AGREEMENT is made at Delhi/New Delhi on this day of
2025 for implementation the work as mentioned under the head "Scope of
work in the E-Auction (Annexure) by and between

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

AND

M/s..... Having office at
..... (here in after called as "PRIVATE LICENSEE OR
LICENSEE", 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 LICENSEE being referred to individually as "PARTY",
and jointly as "PARTIES".

WHEREAS

A. In response to the E-Auction floated by the DDA vide E-Auction
no.....dated..... , the SECOND PARTY has consented to implement the
same vide acceptance letter no dated
./ ./2025.

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

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

1. DEFINITIONS & INTERPRATATIONS

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

1.1. "Affected Party" shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article I (12).

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

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

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

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

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

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

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

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

1. 10. "Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the

implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

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

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

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

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

1.15. "Project" shall mean the entire scope of work as in the E-AUCTION OF BUILD-UP-AREA FOR FOOD TRUCKS UNDER THE JURISDICTION OF DDA and other obligations as spelt in the e agreement.

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

1. 17. "Project Requirements "shall mean the obligation of the PARTIES as per E-AUCTION OFBUILD-UP-AREA FOR FOOD TRUCKS UNDER THE JURISDICTION OF DDA or any other requirements as per the present agreement.

1.18. "Project Site" means sites as per the E-AUCTION OF..... BUILD-UP-AREA FOR FOOD TRUCKS UNDER THE JURISDICTION OF DDA.

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

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

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

1.22. "Termination" shall mean early termination of the agreement, pursuant to Termination Notice or otherwise in accordance with the provisions of this

Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

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

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

2. INTERPRETATION

In this Agreement, unless the context otherwise requires,

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

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

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

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

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

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

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

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

(i) The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;

(j) Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

(k) References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;

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

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

3. GRANT OF SERVICE ASSIGNMENT

3.1. Subject to and in accordance with the terms and covenants set forth in this Agreement, DDA hereby grants and authorizes the Licensee 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 Licensee shall have no right title or interest of any kind except the permission to use the allocated sites for permissible purposes during the validity of agreement and for the specified period mentioned in this agreement.

4. PROJECT PERIOD

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

5. LICENSEE'S OBLIGATIONS

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

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

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

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

6. COMMUNICATIONS

6.1. Communications in Writing

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

6.2. Change of Address:

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

7. PERFORMANCE GUARANTEE

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

8. NO BREACH OF OBLIGATIONS

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

8.1.1. Force Majeure Event

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

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

9. FORCE MAJEURE

9.1. Force Majeure Event: The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include natural calamities including Act of God, epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party i.e. DDA. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

10. EVENTS OF DEFAULT AND TERMINATION

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

10.2. Withdrawal of Termination Notice

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

11. DISPUTE RESOLUTION

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

12. REPRESENTATIONS AND WARRANTIES DISCLAIMER

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

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

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

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

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

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

13. MISCELLANEOUS

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

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

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

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

13.5. Survival: Termination of this Agreement:

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

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

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

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

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

For and

Witness:

- 1.
- 2.

APPENDIX-2

LIST OF BUILD-UP-AREA FOR FOOD TRUCKS IN TO BE E-AUCTIONED

Sl. No.	Name of the Build-up-area for Food truck	Built up Area Sqm.	Open Area Sqm	Reserve Price of Annually License Fee in Rupees	Earnest Money Deposit (EMD) to bid for the requisite site (Rs.)
1.	Build-up-area for Food truck (Sadbhavana Park)	45	-	97608.00	24,402

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

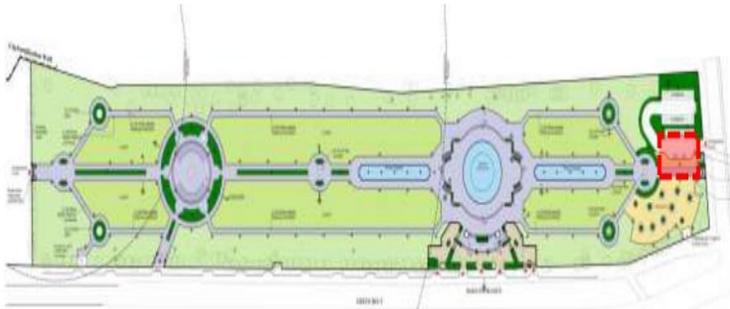
APPENDIX - 3

CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY AGENCIES DURING SUBMISSION OF BID ON E-AUCTION PORTAL		
Sr. No.	DOCUMENT	
1.	Minimum annual average turnover of ₹ 20 Lac during the last five consecutive financial years (through Food & Beverages (F&B) services alone), duly verified/attested by a Chartered Accountant. The five-year period shall be counted up to the financial year ending March 31, 2024.	
2,	A valid FSSAI license from the Food Department for the preparation and serving of food.	
2.	Valid GST registration and PAN card.	
3.	Photo I. D. in case the bidder is an individual.	

4.	Proof of registered office address in case of company/firm.	
15.	Undertaking as on page 25 of the NIT on letter head of company/firm/Individual	

SITE PLAN

Sadbhavana Park



Key plan(Sadbhavana park)

