

VI. ANNEXURE C

SAMPLE LICENSE AGREEMENT FOR ALLOTMENT OF "CUP & SAUCER RESTAURANT" ON LICENSE FEE BASIS

This License Agreement (hereinafter referred to as "**Agreement**") is made and executed at New Delhi on this [ ] day of [ ] of 2013 ("**Effective Date**").

BY AND BETWEEN:

North Delhi Municipal Corporation, a statutory body constituted and governed by the Delhi Municipal Corporation Act, 1957, having its office at Dr. Shyama Prasad Mukherji Civic Centre, Minto Road, New Delhi - 110002 and acting through its Administrative Officer (RP Cell)/NDMC, R.P.Cell (hereinafter referred to as the "**NDMC**")/"**Licensor**" which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators and assigns) of the **FIRST PART**;

AND

[ ], a [company] / [partnership] validly incorporated / organised and registered under the [laws of [ ] with its [registered/corporate/head office] situated at [ ] and acting through its authorized representative \_\_\_\_\_ (hereinafter referred to as the "**Licensee**"), which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators and permitted assigns) of the **OTHER PART**.  
The NDMC and the Licensee shall hereinafter be individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

**WHEREAS:**

- A. The NDMC is the exclusive owner in possession of the land / building known as the 'Cup and Saucer Restaurant' along with the adjacent area marked in Schedule I (hereinafter referred to as "**Property**" or "**Licensed Premises**"), situated adjacent to Minto Bridge at Minto Road, near Connaught Place, New Delhi and is competent to license the said premises along with open area constituted in the manner as may be specified from time to time.
- B. The NDMC has decided to give on license the Licensed Premises by and through the Tender process and in performance thereof invited tenders for granting of the Licensed Premises on license basis. The Notice to Invitation for Tender for the said license was floated on \_\_\_\_\_ vide document no. \_\_\_\_\_ ("**Tender**").
- C. The Licensee's bid was accepted as the successful bid and an offer letter dated \_\_\_\_\_ was given to the Licensee which was accepted by the Licensee vide letter of acceptance no. \_\_\_\_\_ dated \_\_\_\_\_.

D. The Parties have in view of the terms and conditions set forth in the tender document and hereinafter, agreed to abide by and which shall form part of this Agreement.

## **NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:**

### **1. AWARD OF LICENSE**

- a) The license provided under this Agreement is only a right to run and manage the Licensed Premises under the name of 'Cup and Saucer Restaurant' ("License") and nothing herein contained shall deemed to be a demise of the Licensed Premises or any part thereof so as to give the Licensee any interest therein. The Licensee shall use the Licensed Premises only for the purposes of running a restaurant as per the terms and conditions of this Agreement and for no other purpose. That the License of the Licensed Premises shall only permit the Licensee to occupy and use the Licensed Premises for stated purpose till the expiry of the period of License or termination thereof, whichever is earlier.
- b) The Licensee agrees and acknowledges that the Licensed Premises has been handed over to the Licensee on an "as is where is" condition. The word "as is where is" condition means that condition of the Licensed Premises as on date of the Tender.
- c) The right of Licensee shall be the right to use only and not of possession and the Licensor reserves the right of re-entry as mentioned above and no possession will be deemed to have been transferred to the Licensee.

### **2. TERM AND RENEWAL OF LICENSE**

- a) The term of the License granted by the Licensor to the Licensee shall be 5 (five) years from the Effective Date and shall expire on \_\_\_\_\_ ("Term").
- b) Upon the expiry of the License, the Licensee shall hand over the peaceful possession of the Licensed Premises in good condition along with fixtures, fittings, equipments and furnitures etc., as provided by the Licensor.
- c) The Licensee shall reimburse any loss or damage to the property of the Licensor in accordance with the assessment conducted by the Licensor.
- d) On the expiry of the License or its earlier termination by the Licensor, as the case may be, the Licensee shall vacate the Licensed Premises forthwith and remove all its wares, equipments, furnishings etc. and in case of default the Licensor or its authorised representative(s) shall be fully entitled to get the Licensed Premises vacated without being liable to damages or otherwise.

### 3. LICENSE FEE AND SECURITY DEPOSIT

In consideration of the Licensee having agreed to allow the Licensee to use the Licensed Premises for the purposes as contemplated under this agreement, it is agreed that:

- a) The Licensor shall pay to the Licensor a License fee as agreed to for the Term ("License Fee") in addition to the service tax and other Government levies, as applicable from time to time.
- b) For the first six months after the completion of the Free Period, the Licensee shall pay an amount equivalent to License Fee of six months in advance at the time of the execution of this Agreement.
- c) For the subsequent period of the remaining Term, the Licensee shall pay an amount equivalent to License Fee of three months in advance.

d) In addition to the License Fee payable, the Licensee has also deposited interest free amount equivalent to 6 (six) months License Fee in advance by way of bank draft / local pay order in favour of Commissioner, NDMC ("Security Deposit"). The Licensee has deposited Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) vide Cr-8 No. \_\_\_\_\_ dated \_\_\_\_\_ prior to the execution of this Agreement. The earnest money deposit provided with the tender shall be adjusted with the Security Deposit.

e) The Licensee shall ensure to keep the Security Deposit deposited till the expiry of the Term or termination of this Agreement, whichever is earlier. The Security Deposit shall under no circumstances be adjusted against the payment of License Fee. This Security Deposit is liable to be forfeited, if any of the terms and conditions herein contained, is contravened or violated by the Licensee.

f) If advance License Fee as required under clause 3(b) is not paid at the time of execution of this Agreement and in case of clause 3(c) is not paid before one month prior to the scheduled due dates of the payment of the License Fee in advance, the Security Deposit shall be forfeited. Additionally, the License will be cancelled and the Licensed Premises shall be vacated and peaceful possession of the Licensed Premises shall be taken over by the Licensor without further notice to the Licensor who shall not have any objection to the same.

g) The Commissioner, NDMC may however, on receipt of request and clearance of all the dues mentioned above, allow the Licensee to continue on the existing License Fee or on such conditions as may be fixed by the Commissioner, NDMC at his absolute discretion.

h) The Licensee shall be liable to be evicted from the Licensed Premises for default of payment of License Fee or breach of any term / condition of this Agreement.

- i) All payments to be made by the Licensee under this Agreement shall be by way demand draft / local pay order only in favour of the Commissioner, NDMC

#### 4. LICENSE FREE PERIOD

- (a) The Licensee shall be provided a license free period of 2 (two) months from the Effective Date or till the commencement of business by the Licensee from the Licensed Premises, whichever is earlier ("**Free Period**") to undertake the work related to renovation and refurbishment of the Licensed Premises from the inside.
- (b) The Licensee shall not be responsible for the payment of the License Fee during the Free Period. However, other obligations of the Licensee shall commence from the Effective Date and continue to be applicable under this Agreement.

#### 5. OBLIGATIONS OF THE LICENSEE

- (a) The Licensee shall not permit the Licensed Premises or any part thereof to be used by another person for any purpose whatsoever without the previous consent in writing of the Commissioner, NDMC and in default thereof shall be liable for forfeiture of License Fee paid in advance and Security Deposit and cancellation of the Agreement. The Licensee shall neither introduce any new partner (in case of a partnership firm) nor transfer use of the Licensed Premises or part thereof or otherwise carry on the business in the Licensed Premises with any other person or assign, transfer, change or otherwise alienate his use of the Licensed Premises. Violation of this provision shall lead to termination of License and eviction of the Licensee from the Licensed Premises.
- (b) The Licensee shall not create any encumbrance on the Licensed Premises nor shall sell or agree to sell the Licensed Premises. The Licensee shall also not represent itself / himself as the legal owner of the Properties,
- (c) The Licensee will furnish, renovate and decorate the Licensed Premises at the Licensee's own expenses from inside as may be required for the business to be conducted for the Licensee therefrom. Any change in the external structure will be kept to a minimum and will be with the approval of the Licensor and subject to all clearances and approval under the Laws and Bye Laws relevant for such changes. On determination of license the furnishing, renovation, decoration, fixtures etc. shall become property of NDMC. Further, the Licensee shall undertake all repairs, at its own cost, as may be necessary to cause and ensure that the Licensed Premises is maintained in good condition. Provided in case of major repairs effecting the structure of the Licensed Premises shall require prior approval from the Commissioner, NDMC.

- (d) The Licensee shall not carry out any addition or alteration to the Licensed Premises and or any additional construction on the land / front / side courtyard other than what has been permitted in this clause 5(d) or electrical or sanitary or water installation in the said premises. No construction, alternation of permanent nature will be permitted without prior permission.
- If any additions, alterations or constructions are required by the Licensee a request to this effect may be made in writing to the Commissioner, NDMC who may either reject such a request or consider the same on such terms and conditions as may be deemed appropriate. Where any such addition, alteration, construction etc. are ultimately carried out, the Licensee shall not be entitled to remove the same or claim any compensation whatsoever in respect of the same at time of vacation of the said premises. Some additions, alterations and constructions leading to addition of space may call for extra license fee to be paid by the Licensee to NDMC which shall be determined by the Commissioner, NDMC alone.
- The Licensee shall make good of any damage caused to the premises. The decision of the Commissioner, NDMC on the question whether any damage is caused to the premises and what amount of compensation would make good such damages be final and binding on the parties hereto.
- (e) The Licensee shall utilize the Licensed Premises only for authorised purposes after obtaining license which may be necessary under the provisions of the Delhi Municipal Corporation Act, 1957 or any bye-laws made thereunder, the Delhi Shops and Establishments Act, 1954 or any other law in force for the time being. The Licensee shall also obtain and maintain all approvals as may be necessary and requisite in relation to the operation, running, management and maintenance of the Licensed Premises including obtaining relevant labor (such as Employees Provident Fund etc.), tax, environmental and other requisite and necessary registrations under applicable laws.
- (f) No activity which is immoral, offensive, dangerous, illegal, creates nuisance shall be carried out at the Licensed Premises. Failure, if any, will lead forthwith to determination of the License without assigning any reason and without service of the notice to the Licensee.
- (g) The Licensee shall keep the veranda, compound, lane, by-lane and passage clear and free. Failure, if any, will lead forthwith to determination of the license without assigning any reason and without service of the notice to the Licensee.
- (h) The Licensee shall, at its own cost and expense, purchase and maintain during the Term such insurances as are necessary and provide a certified copy thereof to the Commissioner, NDMC.

- (i) The overall control and supervision of the premises licensed out shall remain vested in the NDMC whose officials at all reasonable hours shall be entitled to inspect the premises with respect to its bonafide use and in connection with fulfilment of other terms and conditions of the license.
- (j) The Licensee shall maintain proper accounts and statements of income and expenses and such statements and accounts shall be made available to the Licensor as and when requested by the Licensor.
- (k) The Licensee shall not represent to its employees that they are employees of NDMC or any Governmental Authority.
- (l) The Licensee shall not enter into any agreement which violates any of the terms of this Agreement.
- (m) The Licensee shall fulfil and diligently comply with all the directions, general or special, issued by NDMC from time to time.
- (n) The Licensee will be responsible for maintenance of services i.e. sweeping, lighting, public conveniences, common passages etc. and repair and maintenance of the building.
- (o) No claim shall, however, be made against NDMC in connection with maintenance of services or the building in any circumstances.
- (p) The signboard / name plates shall be put in the form, design and dimensions approved by the Commissioner, NDMC. The Licensee shall also display (in a legible and prominent manner) the fact that the Licensee is running, operating, managing and maintaining the Properties as a Licensee of NDMC and that the Licensed Premises belongs to NDMC.

#### **6. PAYMENT OF DUES AND TAXES**

- (a) The Licensee shall with reference to the said premises in his use bear all charges for electricity and water consumption.
- (b) The Licensee shall pay or cause to pay charges for electricity and water (including meter hire charges), house tax and similar other charges, telephone calls and other facilities / utilities at the stipulated space immediately on receipt of bills / demand by the respective agencies / authorities providing / supplying the said services and entitled to said tax and charges. In case of default, the Licensor / such other agencies / authorities may at their discretion withdraw the facilities / utilities.
- (c) The Licensee shall be liable to pay throughout the term of this Agreement, the property tax, water tax and any other applicable taxes, duties and levies required for the operations of the Licensed Premises.

## 7. REPRESENTATIONS AND WARRANTIES

(a) The Licensee hereby represents and warrants to the Licensor that:

**(I) In case the Licensee is a company**

- (i) it is duly incorporated / registered under the applicable laws;
- (ii) all approvals, as may be necessary for the execution of this Agreement and the performance of its respective obligations under the Agreement have been obtained;
- (iii) it has the power and authority to execute, deliver and perform its respective obligations under this Agreement;
- (iv) the execution and performance of this Agreement has been duly authorized and approved and that it does not require any further authorizations or consents;
- (v) this Agreement upon execution and delivery shall be a legal, valid and binding obligation enforceable in accordance with its terms;
- (vi) the execution and delivery of this Agreement and the performance of its respective obligations under this Agreement does not violate or contravene or constitute a default under any Applicable Law or Approvals or the provisions of any documents, contracts, agreements or any other instruments to which it is a party or which are applicable to it;
- (vii) all statements and submissions made by it in the bid are true, accurate and complete in all respects and that it has neither made any statements or submissions in its bid which are false or misleading nor withheld any information which if made available to the Licensor would have resulted in the Licensor not awarding the contract to it;
- (viii) neither the Licensee nor its directors are a party to any litigation, dispute, arbitration or inquiry (actual, threatened or pending) which if decided against the Licensee or its directors (as the case may be) will have an adverse impact on the ability of the Licensee to perform its obligations under the Agreement;
- (ix) neither the Licensee nor its directors have been convicted of any economic or criminal offence or an offence of moral turpitude; and
- (x) neither the Licensee nor its directors have ever been disqualified from any central or state government contract or blacklisted from participating in any central or state government contract.

**(II) In case the Licensee is a partnership firm**

- (i) it is duly registered under the applicable laws;

- (ii) all approvals, as may be necessary for the execution of this Agreement and the performance of its respective obligations under the Agreement have been obtained;
- (iii) it has the power and authority to execute, deliver and perform its respective obligations under this Agreement;
- (iv) the execution and performance of this Agreement has been duly authorized and approved and that it does not require any further authorizations or consents;
- (v) this Agreement upon execution and delivery shall be a legal, valid and binding obligation enforceable in accordance with its terms;
- (vi) the execution and delivery of this Agreement and the performance of its respective obligations under this Agreement does not violate or contravene or constitute a default under any Applicable Law or Approvals or the provisions of any documents, contracts, agreements or any other instruments to which it is a party or which are applicable to it;
- (vii) all statements and submissions made by it in the bid are true, accurate and complete in all respects and that it has neither made any statements or submissions in its bid which are false or misleading nor withheld any information which if made available to the Licensor would have resulted in the Licensor not awarding the contract to it;
- (viii) neither the Licensee nor its partners are a party to any litigation, dispute, arbitration or inquiry (actual, threatened or pending) which if decided against the Licensee or its partners (as the case may be) will have an adverse impact on the ability of the Licensee to perform its obligations under the Agreement;
- (ix) neither the Licensee nor its partners have been convicted of any economic or criminal offence or an offence of moral turpitude; and
- (x) neither the Licensee nor its partners have ever been disqualified from any central or state government contract or blacklisted from participating in any central or state government contract.

**(III) In case the Licensee is an individual.**

- (i) he has the legal capacity to enter into the Agreement and perform his obligations under the Agreement;
- (ii) this Agreement upon execution and delivery shall be a legal, valid and binding obligation enforceable in accordance with its terms;
- (iii) the execution and delivery of this Agreement and the performance of its respective obligations under this Agreement does not violate or contravene or constitute a default under any Applicable Law or the provisions of any documents, contracts,



agreements or any other instruments to which he is a party or which are applicable to him;

(iv) all statements and submissions made by him in the bid are true, accurate and complete in all respects and that he has neither made any statements or submissions in his bid which are false or misleading nor withheld any information which if made available to the Licensor would have resulted in the Licensor not awarding the contract to him;

(v) he is not a party to any litigation, dispute, arbitration or inquiry (actual, threatened or pending) which if decided against the him will have an adverse impact on his ability to perform his obligations under the Agreement;

(vi) he has not been convicted of any economic or criminal offence or an offence of moral turpitude; and

(vii) he has never been disqualified from any central or state government contract or blacklisted from participating in any central or state government contract.

(b) The Licensor represents and warrants to the Licensee that:

(i) it has the power and authority to execute, deliver and perform its respective obligations under this Agreement;

(ii) the execution and performance of this Agreement has been duly authorized and approved and that it does not require any further authorizations or consents;

(iii) this Agreement upon execution and delivery shall be a legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution and delivery of this Agreement and the performance of its respective obligations under this Agreement does not violate or contravene or constitute a default under any Applicable Law or Approvals or the provisions of any documents, contracts, agreements or any other instruments to which it is a party or which are applicable to it; and

(v) It is the legal owner of the Licensed Premises and has the authority to issue the Tender and award the contract.

(c) The representations and warranties set out in clauses 7(a) and 7(b) are given as on the Effective Date.

(d) In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect

nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

- (e) Each representation and warranty is to be construed independently of the others and is not limited by reference to any other representation or warranty.
- (f) Each Party hereby represents and warrants to the other Party that none of its representations and warranties or statements contained in this Agreement contain any untrue statement of fact or omits to state any fact necessary in order to make any of such representations and warranties or statements not misleading.

## 8. TERMINATION

- (a) The Licensor reserves the right to revoke the License at any time by giving 3 (three) months notice in writing and it shall not be obligatory on the part of the Licensee to assign any reason to the Licensee for such revocation. If the Licensed Premises is required by NDMC or any other govt. agency, a notice of 3 (three) months will be served upon the Licensee for vacation. The Licensee shall pay the arrears of the License Fee, if any, before ceasing to use and in default render himself liable to be sued for recovery of arrears and necessary legal expenses.
- (b) The Licensee shall give at least 3 (three) months notice in writing of ceasing to use the Licensed Premises or pay 3 months License Fee, in lieu of notice period in case immediate possession is handed over.
- (c) If the License Fee hereby reserved or any part thereof shall at any time be in arrears or remain unpaid after the due date or if the Licensee at any time fails or neglects to perform or to observe any of the terms and conditions and covenants herein contained and on his part to be observed and performed and in any such case the Licensor may without prejudice to their other rights by giving 1 (one) month notice in writing to the Licensee determine the License and re-enter upon the Licensed Premises. The Licensee shall, upon such determination, peacefully stop use of the Licensed Premises without any right to compensation whatsoever and thereupon this License shall be absolutely determined without prejudice to any antecedent breach of terms and conditions and covenants on the part of Licensee.
- (d) The License shall stand *ipso-facto* terminated without any right of compensation whatsoever to the Licensee in any of the following events that is to say:-
  - (i) If the Licensee being an individual dies or being a firm is dissolved or being a company is liquidated or the Licensee at any time be adjudged insolvent or has

received order for administration of his / their estate made against him or has taken any proceedings for liquidation or composition under any Insolvency Act, for the time being in force or make any conveyance or assignment of this effects or enter into any arrangement or composition with his / their creditors or suspend payment or shall introduce a new partner or shall change the constitution of the partnership firm or if the firm be dissolved under the Partnership Act, 1932.

(ii) If the Licensee being a company shall pass resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitle the court of debenture holder to appoint a receiver or manager-

Provided always that such determination shall not prejudice any right of action or remedy which shall accrue or shall accrue thereafter to the Licensor.

(e) A joint inspection of the Licensed Premises shall be undertaken by the Licensor to ascertain the physical condition of the Licensed Premises and for ascertaining any damage caused to the Licensed Premises.

(f) In case, the License is determined for any other reason(s), NDMC reserves the right to ask the Licensee to run the Licensed Premises for some time on the existing or mutually agreed terms and conditions of License and in such a case Licensee is bound to accept the NDMC's offer. This may be required in view of NDMC's tendering process for selection of new successful bidder without disruption of services to the public for which the Licensed Premises is earmarked. Provided such time shall not be more than 2 months in any case.

#### **9. NO ASSIGNMENT, SUB-LICENCING AND SUB-CONTRACTING**

(a) The Licensee shall not have right to assign their rights / obligations under this Agreement without prior written consent of the Licensor through its Standing Committee.

(b) No letting of the Property will be allowed under any circumstances. In the event of letting, the deposits will be forfeited and the License cancelled.

(c) That change in hand in favour of legal heir / heirs of the Licensee may only be permitted free of charge, if the same is informed to the R.P. Cell, NDMC of the Licensor within 1 (one) month and thereafter with a charge of Rs.10,000/- (Rupees Ten Thousand only) per month on the same terms and conditions of allotment. In case of death of partner(s) the legal heirs will form partnership or the legal heir(s) of deceased partner will furnish No Objection Certificate in favour of the new partner(s), the documents will be considered for continuation of the License at the prevailing terms and conditions. In case of no surviving

legal heir, the License will be determined and no person other than legal heir(s) will be permitted in any circumstances.

#### **10. INDEMNIFICATION**

- (a) The Licensee shall indemnify, defend and hold NDMC harmless against any or all proceedings, actions and third party claims arising out of:
- (i) A breach by the Licensee of any of its obligations under the Agreement; or
  - (ii) any fault by the Licensee during the course of and in relation to the use of Property; or
  - (iii) Failure of Licensee to comply with applicable laws and applicable permits; or
  - (iv) Failure in payments of taxes relating to the Licensee's suppliers and representative's income or other taxes required to be paid by the Licensee; or
  - (v) On-payment of amounts due as a result of materials or services furnished to the Licensee which are payable by Licensee.
- (b) NDMC shall never be liable to pay, compensate or indemnify for any loss, damages, cost etc. to the Licensee.

#### **11. NOTICE**

- (a) Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any terms, breach of any term of this agreement and termination of this Agreement shall be in writing and shall be delivered by hand at their respective addresses set forth below:

If to NDMC: The Administrative Officer (RP Cell)/NDMC,  
R. P. Cell  
North Delhi Municipal Corporation  
SPM Civic Centre,  
New Delhi – 110002.

If to the Licensee:  
(Name & address of Licensee)

- (b) Any notice to be given to the Licensee under the terms of this License shall be considered to be duly served, if the same has been affixed on the outer door or any other conspicuous part of the Licensed Premises.

#### **12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Delhi shall have exclusive jurisdiction over all matters arising out

relating to this Agreement. No other court shall have jurisdiction in the matters arising out of or related to this Agreement.

### 13. MISCELLANEOUS

- (a) This Agreement and the schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject here on and on amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.
- (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument, provided all the Parties have signed each such counterparts.
- (c) In the event there is an accumulation of arrears of License Fee for three months the Licensee shall be treated as an unauthorized occupier and shall be evicted / dispossessed of the premises without any notice.
- (d) This Property shall never come under the purview of conversion from license to leasehold / freehold under any circumstances.
- (e) The bid documents and the Tender shall form a part of this Agreement.
- (f) The stamp duty on this deed shall be borne by the Licensee.
- (g) NDMC reserves the right to amend, modify or alter any or all terms and conditions of this agreement for which a notice may be given to the Licensee.

In token of the acceptance of the above terms and conditions, the parties have set their signature as hereunder on this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Signature of Licensee

Signature of  
Administrative Officer (RP Cell)/NDMC  
(RPC)

On behalf of NDMC (Licensor)

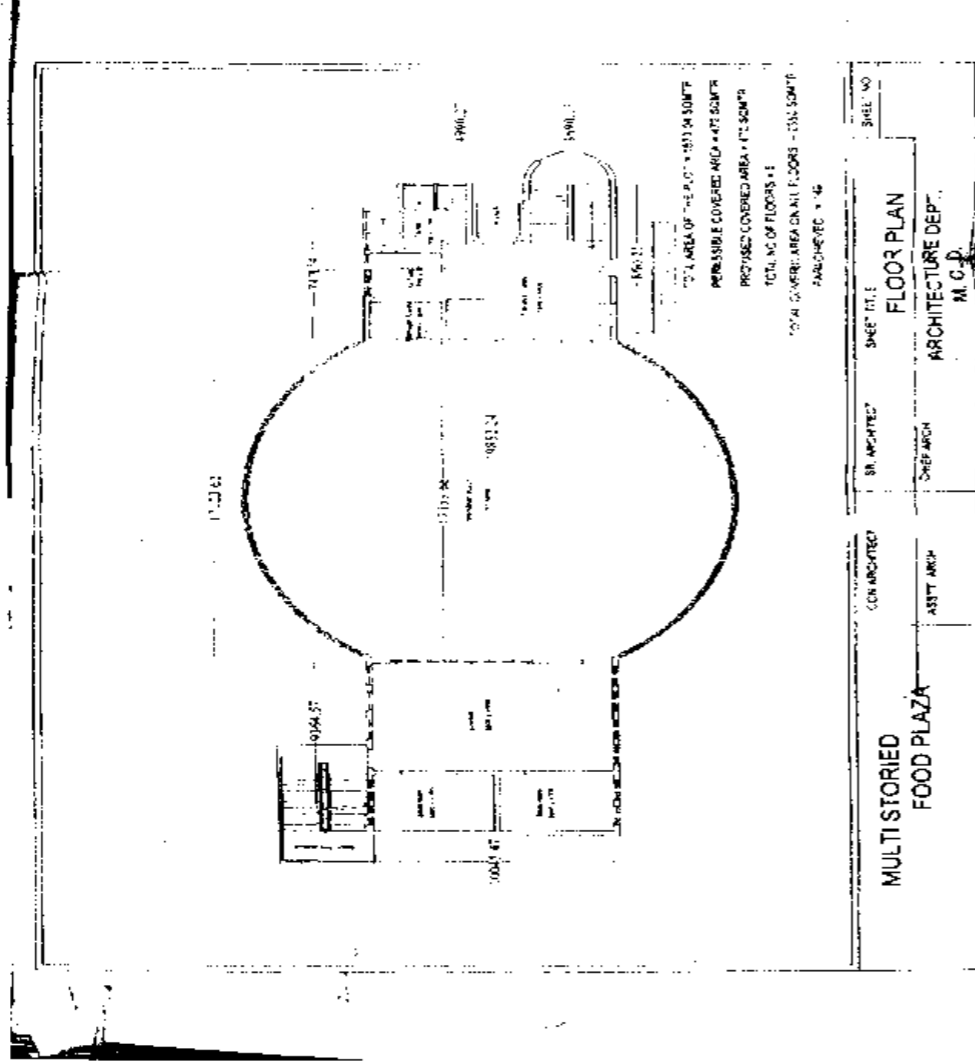
Witness:-

1. \_\_\_\_\_

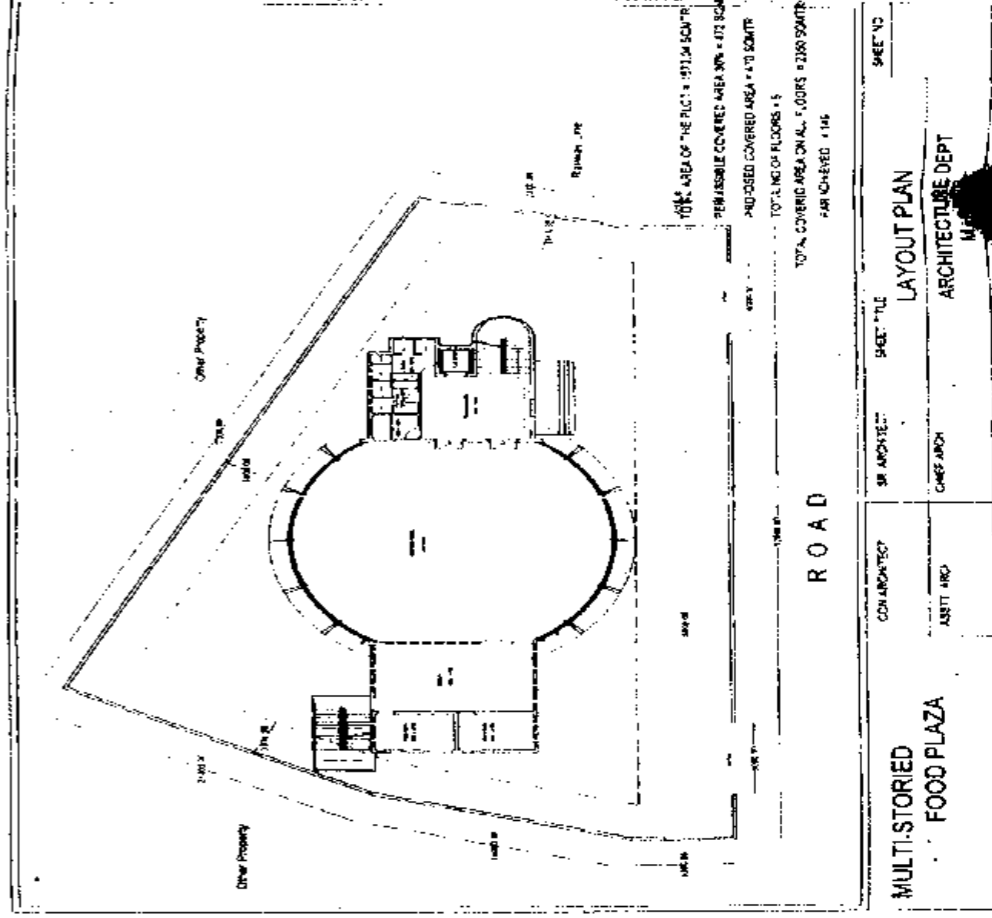
2. \_\_\_\_\_

**SCHEDULE - I**

**LAYOUT PLAN OF THE LICENSED PREMISES**



For Newspapers



Notice Inviting Tender

## Notice Inviting Tender

### (For allotment of 'Cup and Saucer Restaurant')

North Delhi Municipal Corporation (NDMC) desires to allot the 'Cup and Saucer Restaurant' situated adjacent Minto Road, New Delhi which is an ideal place for Restaurant and allied activities on license fee basis for a period of 5 years on "as is where is" basis. Any person (except a minor) having relevant business experience with annual turnover of Rs. 5,00,00,000/- (Rupees Five Crores only) and above in hotel, restaurant and allied business and showing profit in last three years, not barred / black listed by North DMC or any government department is eligible to participate in the bidding process. The reserved minimum license fee is Rs. 14,40,000/- (Rupees Fourteen Lakhs Forty Thousand only) per month and EMD to be deposited is Rs. 45,00,000/- (Rupees Forty Five Lakhs only).

The bid is invited under two bid system (technical bid and financial bid). The tender documents can be obtained from the office of the Administrative Officer, R.P. Cell, 16<sup>th</sup> floor, Civic Centre, JLN Marg, New Delhi, from 05.06.2013 to 26.06.2013 upto 3:00 PM on working days against payment of Rs.5,000/- (Rupees Five Thousand only) in cash or in the form of a Demand Draft, in favour of Commissioner, North DMC payable at Delhi. The bid form can also be downloaded from North DMC's website i.e [www.mcdonline.gov.in](http://www.mcdonline.gov.in) and in such case, Rs. 5000/- (Rupees Five Thousand Only) must be paid either in cash or by a demand draft before submitting the bid. For any assistance, the person may also contact at 011-23226602. The bid will not be accepted if the said amount is not paid.

Scheduled of tender process is as under:-

6. Sale of tender from 05.06.2013 to 26.06.2013 upto 3:00 PM.
7. Prebid meeting 28.06.2013 at 11:00 AM.
8. Date of submission of tender 4<sup>th</sup> July 2013 10:00 AM to 1:00 PM.
9. Date of opening of Technical Bid 4<sup>th</sup> July 2013 2:00 PM.
10. Date of opening of Financial Bid 8<sup>th</sup> July 2013 at 11:00 AM.

**Addl. Dy. Cm. (R.P. Cell)/North DMC**