



SOUTH DELHI MUNICIPAL CORPORATION  
COMMUNITY SERVICES DEPARTMENT  
3<sup>RD</sup> FLOOR, Dr. SPM CIVIC CENTRE,  
J.L. NEHRU MARG, NEW DELHI-110002  
APH. 011-23225325



No. **D-1067** /CSD/SDMC/HQ/2019

Dated: **22/01/2019**

**NOTICE INVITING TENDER**

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of 4(Four) Community Halls for educational activities (commercial) on lease on payment of monthly rent basis for 05 years.

The eligible bidder may submit their bid documents duly signed on each page alongwith requisite Earnest Money (Security) and other documents as mentioned in the tender document which can be downloaded from SDMC website [www.mcdonline.gov.in](http://www.mcdonline.gov.in) for which the requisite tender cost of Rs. 1000/- shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with bid documents.

The bids shall be received up to **3.00 PM on 05.02. 2019** at CSD, SDMC 3<sup>rd</sup> Floor, SPM Civic Centre, JLN Marg, New Delhi 110002.

A pre-bid meeting in respect of the aforesaid tender shall be held at **11.00 AM on 28.01.2019** in the office of Director (CSD) at 3<sup>rd</sup> Floor, SPM Civic Centre, New Delhi 110002.

Prospective bidders are advised to regularly scan through SDMC website as corrigendum/amendments/clarifications/reply to pre-bid query (if any), will be uploaded on the official website only and no separate advertisement/communication in any other form will be made for this purpose.

Any bid not accompanied with the tender cost and Earnest Money is liable to be rejected.

*P. D. Singh*  
22.01.19

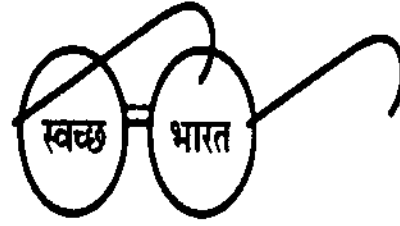
Director (CSD)/SDMC

Copy to:

1. Director (P&I)/SDMC: With request to get the NIT publish in the leading newspapers of Hindi, English etc. One of them must be of all India level circulation.
- ✓ 2. Director (IT)/SDMC: With the request to upload the Tender Document and NIT on the website of all three Corporations.

*P. D. Singh*  
22.01.19

Director (CSD)/SDMC



एक कदम स्वच्छता की ओर



**SOUTH DELHI MUNICIPAL CORPORATION**  
**COMMUNITY SERVICES DEPARTMENT**

**TENDER DOCUMENT**  
**FOR OUTSOURCING THE SPACE IN COMMUNITY HALLS**

**Tender for allotment of 4(Four) Community Halls of South D.M.C for educational activities (commercial) on monthly rent basis**

Name of the Community Halls for which bid is submitted .....

General Information and Guidelines

1. The bid is for selection of bidders for outsourcing of following 4 (Four) community halls of SDMC for educational activities (commercial).

S. No.	Name of the Community Hall	Zone	Number of floors	Floors to be outsourced	Area (in sqr. mtrs.)
1.	Meharchand Market, Lodhi Colony	CNZ	GF, FF (Mazanine), SF, Third Floor	<ul style="list-style-type: none"> <li>• Ground floor</li> <li>• First Floor (Mazanine)</li> <li>• Second floor</li> </ul>	<ul style="list-style-type: none"> <li>• GF 664.50 sqr. mtr.</li> <li>• FF (Mazanine) 393.23 sqr. mtr.</li> <li>• SF 664.50 sqr. mtr.</li> </ul>
2.	Gaushala Road, Najafgarh	NGZ	GF & FF	<ul style="list-style-type: none"> <li>• Ground floor</li> </ul>	<ul style="list-style-type: none"> <li>• 211.59 sqr. mtr.</li> </ul>
3.	Katwaria Sarai	SZ	GF & FF	<ul style="list-style-type: none"> <li>• Ground floor</li> </ul>	<ul style="list-style-type: none"> <li>• 567.07 sqr. mtr.</li> </ul>
4.	Hastsal Block A	WZ	GF & FF	<ul style="list-style-type: none"> <li>• Ground floor</li> </ul>	<ul style="list-style-type: none"> <li>• 372.24 sqr. mtr.</li> </ul>

2. The duration of Lease shall be for a period of 05 years. There shall be a lock-in-period of 1 year from the date of allotment during which allottee shall not be allowed to surrender the allotted site. However, the Commissioner shall be empowered to cancel the Lease any time with one month prior notice without assigning any reason.
3. Bidder should visit and inspect the sites offered in the present tender prior to submitting the bid.
4. The site shall be provided on 'as is where is' basis. No expenditure shall be incurred by the SDMC on up gradation/renovation and repair work.

5. Schedule of Tender Process

1	Date of issue of Tender	22.01.2019
2	Last Date & time for submission of bid.	05.02.2019 UPTO 3.00 P.M.
3	Last date for submission of written queries for pre-bid meeting	24.01.2019
4	Date of Pre-Bid meeting	28.01.2019 at 11.00 A.M.
5	Date of opening of Technical Bid	05.02.2019 at 3.30 P.M.
6	Date of opening of Financial Bid	Communicated later on
7	Name of the Contact Person (s) of South D.M.C	Dy. Director (CSD) Asstt. Director (CSD) Tel No. 011-23225325

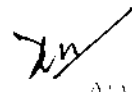
6. **Criteria for participation**  
Any individual, Sole Proprietorship firm, Partnership Firm, Public Limited Company or a Private Limited Company, subject to fulfilling the eligibility criteria given in the document, is eligible.

7. **Site Details**

Details of 4(Four) Community Halls and their Reserve Price is specified in Annexure I

8. **Eligibility Criteria**

- a. The Bidder must have the experience in the field of educational activities in the last 3 Financial Years ending on 31\*March, 2018. Turn over from these activities has to be specifically mentioned in the Annexure II.
- b. The firm or the business entity should not have made any losses in the last 3 financial years.
- c. The average financial turnover of the bidder during the last 3 financial year should not be less than 04 month's reserve money rent in the Annexure I.

  
ADAR  
Asstt. Director  
(D.M.C) & C7

9. Documents to be submitted with tender form

**Part I – Technical Bid**

The Bidder has to submit the documents in the format stated below and should be kept in a separate sealed cover super scribing 'Part I – Technical Bid for outsourcing of community halls of SDMC for the purpose of educational activities'. This sealed cover shall contain:

- a. Bid application in the format given at Annexure III. The bid shall be signed by the proprietor/representative/partner who are authorised to sign the document by the firm/company through a power of attorney.
- b. Power of Attorney in the name of Authorised Signatory in Format given at Annexure IV.
- c. Requisite Earnest Money in the form of Bank Draft in favour of Commissioner, SDMC.
- d. An undertaking by way of affidavit to the effect that the firm has not been black listed or debarred by any government agency/Local Authorities as per format given at Annexure V.
- e. Self Attested copies of PAN card, GST Registration Certificate, Audited Accounts and Financial Statements for the last 3 financial years

**Part II - Financial Bid**

Financial Bid in the format given at Annexure A may be kept in a separate sealed cover super scribing 'Part II – Financial Bid for outsourcing of community halls of SDMC for the purpose of educational activities'.

Both envelopes – Part I and Part II shall be kept in an envelope super scribing 'Bid – Tender for outsourcing of community halls of SDMC for the purpose of educational activities':- \_\_\_\_\_

(Name of the Community Hall for which the bid is submitted).

10. Pre-Bid Meeting

- a. SDMC shall hold a pre-bid meeting with the prospective bidders on the fixed date and time and at the address of the venue mentioned in the schedule of tender process.
- b. The bidders will have to ensure that their queries for pre-bid meeting should reach at the address specified before the time and date specified in the schedule of tender process.

11. Response to Pre-bid Queries and issue of Corrigendum

- a. SDMC will endeavour to provide timely response to all queries. However, SDMC takes no responsibility or guarantee as to the completeness or accuracy of any response made in good faith, nor does SDMC undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, SDMC may for any reason, whether at its own initiative or in response to clarification requested by a prospective Bidder, modify the tender document by way of corrigendum.
- c. The Corrigendum (if any) and clarifications to the queries from all bidders will be uploaded on the website only. The said communication shall not be made in any other form with any of the intending bidder/firms.
- d. Any such corrigendum shall be deemed to be incorporated into this tender document.
- e. In order to afford prospective bidders reasonable time in which to take the corrigendum into account in preparing their bids, SDMC may, at its discretion, extend the last date for the receipt of bids.

12. Submission of Bids

The bid documents should be submitted in the tender box kept in the office mentioned in Schedule of Tender which shall be valid only if received on or before the due date and time. In case the due date is declared a holiday, then due date will be next working day on same time and venue.

- a. Tender form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondence and other documents pertaining to the contract, which are exchanged between the parties shall be written in English.
- b. Any interlineations, erasures, over-writing, alterations, additions etc. Will disqualify the tender.
- c. That the bid document, including the documents/certificates/undertakings etc. (all pages) must be signed by the bidder or authorised signatory.

- d. The bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender in his own interest. Failure to furnish all the necessary information as required or submission of a bid not substantially responsive to all the requirements of the tender shall be at bidders own risk and may be liable for rejection.
- e. No bidder is allowed to modify, substitute, or withdraw the proposal after its submission.
- f. Bidders shall submit their proposals at the given address on or before the last date and time for receipt of proposals mentioned in the tender documents.
- g. The Bidder has to submit separate bid for separate Community Hall.

**13. Rejection of Bids**

SDMC reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for such decision. The SDMC may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder on any of the following grounds:

- a. If he has made misleading or false representations in the tender document submitted by him.
- b. If he has any pending dues with erstwhile MCD or SDMC/NDMC/EDMC.
- c. Any bidder who has been blacklisted by MCD or SDMC/NDMC/EDMC.
- d. Absence or omission of any document as required as per the tender documents.
- e. Fails to provide clarifications related thereto, when sought by SDMC within reasonable time.
- f. The Technical Bid proposal should not include any financial bid information. A technical bid proposal containing any financial bid information shall be summarily rejected.

**14. Opening of Tender**

Tender shall be opened at the date and time specified in the schedule of tender process in the presence of intending bidders/their representatives, who may like to be present at that time. In case tender opening date is declared holiday, tender shall be opened on next working day at the same time specified.

**15. Bid Evaluation**

**a. Technical Bid Evaluation**

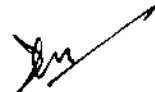
Responsiveness of bids submitted by all the bidders shall be first examined with respect to bid application, earnest money and tender cost immediately after opening of bids. Technical bids of all the responsive bids shall be evaluated as per eligibility criteria.

**b. Financial Bid evaluation**

Financial bids of the technically qualified bidders shall only be opened. The highest bidder H1 against a community hall/space will be granted the right to operate/carry out permissible activities as mentioned in the tender document.

**16. Validity of Bid**

The Bid shall remain valid for a period of 180 days from the date of opening of financial bid. Prior to expiry of the original Bid Validity Period, South D.M.C may at its discretion request the Bidders to extend the period of validity of the Bid. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD)/Bid Security. A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity period of its EMD Deposit for the period of extension. The Successful Bidder shall extend the Bid Validity Period till the date of execution of the Lease Deed.

  
 MCD  
 West District  
 2017

## 17. Earnest

S. No.	Name of the Community Hall	Zone	Earnest Money
1.	Meharchand Market, Lodhi Colony	CNZ	Rs. 98,100/-
2.	Gaushala Road, Najafgarh	NGZ	Rs. 1,830/-
3.	Katwaria Sarai	SZ	Rs. 22,500/-
4.	Hastal A Block	WZ	Rs. 7,650/-

**Money Deposit (EMD)**

Every bidder is required to make a payment of Earnest Money mentioned below against each Community Hall:-

The earnest money is to be deposited in the form of demand draft/pay order in favour of Commissioner, SDMC. The earnest money of all bidders except successful bidders will be returned at the earliest after award of the contract. The Earnest Money will be forfeited on the following grounds:

- (i) Bidder withdraws the bid during the validity period specified in the tender document.
- (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.

18. The Bidder shall submit audited Balance Sheets and Account Statement for each of the last 3 Financial Years ending on 31.03.2018 duly certified by a Statutory Auditor/Chartered Accountant.

19. The successful Bidder has to complete the following formalities:

- (i) The selected bidder will have to deposit a security Deposit equivalent to 03 months lease rent amount within 10 days from the date of issue of Letter of Award. The Security Deposit shall be in the form of Bank Demand Draft/Pay Order issued by a Nationalised/Scheduled Bank favouring 'Commissioner, SDMC' payable at New Delhi.
- (ii) Surrender of lease right after payment of security deposit without taking possession of site will lead to forfeiture of Security Deposits. Security Deposit is also liable to be forfeited if any of the terms and conditions is violated.
- (iii) Execution of agreement/Lease Deed within 15 days from the date of issue of the letter of award.

20. Duration of the Lease Deed:

The bid shall be for the grant of Lease for an initial period of 05 years from the actual date of handing/ taking over of Community Hall(s) of South Delhi Municipal Corporation.

21. Payment of Lease amount:

The Lease amount shall be paid, in advance, on quarterly basis i.e. three monthly basis, payable to the South D.M.C by the 10<sup>th</sup> of the month proceeding the relevant quarter. Failure to pay the Lease Fee by the scheduled date i.e. by the 10<sup>th</sup> of the first month of the relevant quarter may result in termination of Lease Deed, without any further notice to the Lessee. Interest @12% PA will be charged for late payment.

22. The successful Bidder is required to pay electricity & water charges, utility/ facilitation charges and other taxes/ levies/ duties/Municipal taxes and cess at the applicable rates. For this purpose, Bidder will obtain new separate electricity and water connection in his name. All taxes will be in addition to Lease rent payable by the successful Bidder.

23. All the above General Information & Guidelines will form part & parcel of the Notice Inviting Bid and the subsequent agreement executed by the successful Bidder.

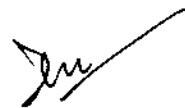
24. Draft Rent Agreement is annexed at Annexure 'B'.

25. Undertaking of bidder is annexed at Annexure 'C'.

**Annexure I**

Details of 4 Community Hall put to tender for lease educational activities and their reserve rent per month.

S. No.	Name of the Community Hall	Zone	Floors to be outsourced	Area (in sqr. mtrs.)	Reserve rent per month (in Rs.)
1.	Meharchand Market, Lodhi Colony	CNZ	<ul style="list-style-type: none"><li>• Ground floor</li><li>• First Floor (Mazanine)</li><li>• Second floor</li></ul>	<ul style="list-style-type: none"><li>• GF 664.50 sqr. mtr.</li><li>• FF (Mazanine) 393.23 sqr. mtr.</li><li>• SF 664.50 sqr. mtr.</li></ul>	32,70,000/-
2.	Gaushala Road, Najafgarh	NGZ	<ul style="list-style-type: none"><li>• Ground floor</li></ul>	<ul style="list-style-type: none"><li>• 211.59 sqr. mtr.</li></ul>	61,000/-
3.	Katwaria Sarai	SZ	<ul style="list-style-type: none"><li>• Ground floor</li></ul>	<ul style="list-style-type: none"><li>• 567.07 sqr. mtr.</li></ul>	7,50,000/-
4.	Hastal A Block	WZ	<ul style="list-style-type: none"><li>• Ground floor</li></ul>	<ul style="list-style-type: none"><li>• 372.24 sqr. mtr.</li></ul>	2,55,000/-



**Annexure II**

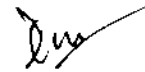
Format of Certificate by Statutory Auditor/Chartered Accountant  
(to be given on the Letterhead of the Statutory Auditor/ CA)

To Whomsoever it May Concern

1. This certificate is given with reference to NIT No. \_\_\_\_\_ dated \_\_\_\_. 2018 issued by South D.M.C Inviting Bids for outsourcing of SDMC Community Halls for the purpose educational activities (commercial) on monthly rent basis".
2. Upon perusal of books of accounts of M/s.....it is certified that their turnover from the educational activities, during each of the last 3 (three) Financial Years ending on 31.03.2018, is as under:

Nature of Business	Turnover (Rupees in Crore)			Remarks, if any
	Financial Year 2015-16	Financial Year 2016-17	Financial Year 2017-18	
Educational activities				
Other business activities				
<b>Total</b>				

Signature of Statutory Auditor/ Chartered Accountant  
Name of the Authorized signatory:  
Name of Firm of:  
Date:  
Seal:





Formats of Bid Documents

Format for Covering Letter

(To be Downloaded, Filled, Signed & Uploaded along with Other Documents)

To,

The Commissioner,  
South Delhi Municipal Corporation,  
Community Services Department,  
3<sup>RD</sup> Floor, Dr. SPM Civic Centre,  
J.L. Nehru Marg, New Delhi-110002

Sub: NIT No. \_\_\_\_\_ dated: \_\_\_\_\_ - Notice Inviting Bids for \_\_\_\_\_ (name of the Community Hall)


Sir,

1. With reference to your Notice Inviting Bids for "allotment of Community Halls for the purpose of educational activities", we hereby submit our Bid for your consideration.
2. I/ We are submitting our Bid with a validity of 180 days for your kind evaluation.
3. I/ We have gone through the Tender Documents and accept all the terms and conditions given in the document.
4. I/ We hereby submit the following enclosures with this Bid:
  - (i) PAN Card
  - (ii) GST Registration
  - (iii) Photo Id in case Bidder is an individualCertificate from the Auditor/ Chartered Accountant on prescribed format regarding average annual turnover during 2015 -16, 2016 -17 and 2017-18.
5. I/ We have carefully read and understood the terms and conditions of the Tender Document including the Draft Rent deed agreement as contained in Bid Documents issued by the South Delhi Municipal Corporation including the following:
  - (a) Earnest Money Deposit of Rs. .... (Rupees ..... only) is liable to be forfeited by the SDMC, if on award of Lease, I/ We do not accept the award or do not fulfil any of the conditions stipulated in Bid Documents, within the prescribed time;
  - (b) On account of non-acceptance of award or on account of non- completion of tender conditions within the prescribed time, I/We shall be debarred by South Delhi Municipal Corporation for further participation in the tenders of the South Delhi Municipal Corporation, for a period of three years;
  - (c) In case the documents submitted by me/ our firm along with tender are found inadequate/ false/ incorrect, the Bid of my/ our firm will be liable to be rejected by giving reasons. In addition, South Delhi Municipal Corporation reserves its rights to forfeit my/our EMD and debar my/ our firm's participation in the future tenders/auctions of South Delhi Municipal Corporation;
8. South Delhi Municipal Corporation reserves itself the right to reject the conditional offer without assigning any reason thereto;
9. The South Delhi Municipal Corporation does not bind itself to accept the highest or any bid.

Witness:  
Signature  
Name  
Address  
Company  
Date

Bidder:  
Signature  
Name  
Designation  
Company  
Date

Company/ Firm/ Organization Seal

  
Asstt. Director  
CSD (SDMC) & C

Format of Power of Attorney to the person authorized to sign the documents

(on a Rs.100 Stamp Paper duly attested by Notary Public)

POWER OF ATTORNEY

Know all men by these presents, We \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for outsourcing of Community Halls of SDMC for the purpose of educational activities (commercial) for submission to South Delhi Municipal Corporation, (hereinafter referred to as SDMC) for consideration of SDMC including signing and submission of all documents and providing information/responses in all matters in connection with our proposal for the project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2019

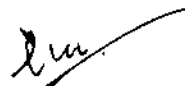
For \_\_\_\_\_  
(Name and designation of the persons(s)  
Signing on behalf of the bidder)

Accepted

\_\_\_\_\_  
(Signature)  
(Name, Title and address of the Attorney)  
Date \_\_\_\_\_

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever, required, the bidder should submit for verification the extract of the charter documents and documents such as resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the proposal is signed by an authorized Director, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney.

  
MADP  
Asstt. C  
2019

**Format of Financial Bid**

\*The bidder should not quote rate lower than reserve price.

\*Rate has to be quoted in words and figures

Name of the Community Hall	Reserve Price	Quoted Rent (per month)

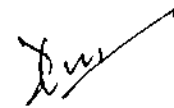
Quoted Rent in words .....

Any tax such as GST applicable at present or on account of any future law, direction of Government of India/State Government/Statutory Authority shall be payable by us beyond the monthly rent fee being quoted by us.

Signature of Authorised Signatory:

Name:

Seal



**DRAFT LEASE RENT AGREEMENT**

THIS Agreement is executed at New Delhi on this ..... day of ....., 2019 by and between South Delhi Municipal Corporation acting through Director (CSD) on behalf of the Commissioner, South Delhi Municipal Corporation having its office at South Delhi Municipal Corporation, Community Services Department, 3<sup>rd</sup> Floor, Dr. SPM Civic Centre, J.L. Nehru Marg, New Delhi-110002 (hereinafter called "the Lessor"), which expression shall include its legal representatives, successors and assigns) of the one part.

AND

M/s ....., through..... having its office at..... (hereinafter called "the Lessee"), which expression shall include its heirs, legal representatives, successors and assigns) of the other part.

Each of the Lessor and the Lessee being referred to individually as "PARTY", and jointly as "PARTIES".

WHEREAS the Lessor is the absolute owner of the First floor measuring \_\_\_\_ sq. metres, Second floor measuring \_\_\_\_ sq. metres and the additional space measuring \_\_\_\_ sq. metres on the Ground Floor of Community Hall known as \_\_\_\_\_ Community Hall, situated at \_\_\_\_\_ in New Delhi with inbuilt fittings, fixtures and inventory (hereinafter referred to as "the Lease Community Hall" or "the Leased Site");

AND WHEREAS, the Lessee, in response to the Tender floated by the South D.M.C vide NIT No.. \_\_\_\_\_ dated \_\_\_\_\_ and the Letter of Intent issued by the Lessor vide letter no. \_\_\_\_\_ dated \_\_\_\_\_, has consented vide Letter of Acceptance (LoA) no \_\_\_\_\_ dated \_\_\_\_, 2019 for operation and maintenance of the Leased Site in accordance with the scope of work defined in the Tender Document and this Lease Deed;

AND WHEREAS the Lessee is desirous of obtaining the privilege of, and has approached and applied to the Lessor for grant of Lease with respect to the said Leased Site under the control and administration of the Lessor, having the area of \_\_\_\_\_ sq. meter, for the purpose of carrying out the permissible Activities or Events only in the Leased Site and also maintenance of the Leased Site;

AND WHEREAS the Lessee has agreed to deposit and shall keep deposited with the Lessor a sum equivalent to 03 (three) months' Lease Rent, to be kept as interest free Security Deposit for due and complete performance of the terms and conditions of this Lease Deed;

AND WHEREAS the Lessor is willing to grant to the Lessee such liberty, leave and Lease as desired by the Lessee for operation and maintenance of the Leased Site to the extent and subject to the terms and conditions specified hereinafter;

AND WHEREAS the Lessee, for the purpose of carrying out permissible Activities or Events only in the Leased Site, is willing to get the Lease granted to it on monthly Lease Rent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);


AND WHEREAS with this objective both the Parties are desirous of recording their understanding, agreed terms and conditions by way of this Lease Deed;

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants hereinafter set forth, the Lessor and the Lessee, intending to be legally bound, hereby agree as follows:

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

**1. Definitions**

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

  
MAD...  
Asst...

- 1.1. "Affected Party" shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Clause-11.
- 1.2. "Deed" shall mean this Lease Deed, 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 Lease Deed only.
- 1.4. "Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Lessee under Applicable Law, in connection with the operation and maintenance of the Leased Site during the subsistence of this Lease Deed.
- 1.5. "Appointed Date" shall mean the date of this Deed.
- 1.6. "Arbitration Act" shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
- 1.7. "Commencement of Operations Date" shall mean the date on which the Lessee has to start the permissible activities/ events in the Leased Site and maintenance of the Leased Site as per terms and conditions of Tender.
- 1.8. "Financial Year" shall mean the period commencing from April 1 of any given calendar year to March 31 of the succeeding calendar year.
- 1.9. "Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in Clause 11.
- 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 Deed 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 scope of work under this Lease Deed.
- 1.11. "Operations Period" shall mean the period commencing from CoD and ending at the expiry of the Lease Deed.
- 1.12. "Parties" shall mean the parties to this Lease Deed and "Party" shall mean either of them, as the context may admit or require.
- 1.13. "Security Deposit" shall mean the guarantee for performance of its obligations to be procured by the Lessee in accordance with terms and conditions of Tender. The words Performance Security and Security Deposit are one and the same thing.
- 1.14. "Rupees" or "Rs." refers to the lawful currency of the Republic of India.
- 1.15. "Tax" shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the Lessee under Applicable Law.
- 1.16. "Termination" shall mean early termination of the Lease Deed, pursuant to Termination Notice or otherwise in accordance with the provisions of this Lease Deed but shall not, unless the context otherwise requires, include expiry of this Lease Deed due to efflux of time in the normal course.
- 1.17. "Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.
- 1.18. "Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Lease Deed.

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2. **Interpretation:**

In this Lease Deed, 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 Lease Deed;
- (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 Lease Deed form an integral part of this Lease Deed as though they were expressly set out in the body of this Lease Deed;
- (j) Any reference at any time to any Lease Deed, deed, instrument, Lease or document of any description shall be construed as reference to that Lease Deed, deed, instrument, Lease 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 Lease Deed shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Lease Deed;
- (l) Any Lease Deed, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Lease Deed from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised 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 Lease Deed, 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. **Period of Lease Deed:**

The Lease granted under this Lease Deed shall be for an initial period of 5 (Five) years from the actual date of handing/ taking over of the Leased Site. However, the Lease can be renewed further for another 02 (two) years + 02 (two) years at the sole option of the Lessor South DMC on the basis of satisfactory performance of Lessee subject to yearly enhancement @ 5% of Lease Fee annually on compounding basis. There shall be One year Lock-in period during which the Lessor shall not be allowed to surrender the sites.



**4. Security Deposit:**

- 4.1 The selected Bidder will have to deposit a **Security Deposit equivalent to three months rent** in advance within **10 (ten) days** from the date of issue of **Letter for Award/ Grant of Lease** by the South D.M.C. The Security Deposit shall be in the form of a Bank Demand Draft/ Pay Order, issued by a Nationalized/ Scheduled Bank, favouring "**Commissioner, South Delhi Municipal Corporation**" payable at **New Delhi** or through Net Banking or NEFT/ RTGS.
- 4.2 The Interest Free Security Deposit shall stand forfeited to South D.M.C if the Lessee (selected Bidder) surrenders the site within the lock-in period of **1 year** of allotment from the date of commencement of Lease Deed. Surrender of Lease after payment of Security Deposit even without taking possession of site will lead to forfeiture of Security Deposit and all other payments made with the lock-in period of **1 year**. The Security Deposit is liable to be forfeited if any of the terms and conditions is violated. The Security Deposit amount is refundable or adjustable on request towards the Lease Rent on the expiry of the Lease Deed and peaceful handing over of Leased Site, in good original condition, to the South D.M.C.
- 4.3 The Security Deposit shall be released only on the expiry of the Lease Deed or early termination of the Lease Deed and after the removal of all goods and material and discontinuation of the operation of the Community Hall by the Lessor. In case any amount is due to the Lessor under the terms and conditions of this Lease Deed the same shall also be recoverable from the said Security Deposit. In case of dispute in respect of such dues the decision of the Commissioner, South D.M.C shall be final and binding.
- 4.4 Notwithstanding the other rights, the Lessor may at its sole discretion and on such terms as may be considered reasonable by it, grant relief to the Lessee against forfeiture of Security Deposit, imposition of interest on termination or revocation of the Lease.

**5. Payment of Monthly Lease Rent:**

- 5.1 The Lease Rent shall be paid, in advance, on quarterly basis i.e. three monthly basis, payable to the South D.M.C by the **10<sup>th</sup> of the month proceeding the relevant quarter**. Failure to pay the Lease Fee by the scheduled date i.e. by the **10<sup>th</sup> of the month proceeding the relevant quarter** may result in termination of Lease Deed, without any further notice to the Lessee.
- 5.2 That in the event of Lease Rent not being paid by the Lessee in time, the Lessee shall be liable to pay interest @ **12% per annum**, on the amount remaining unpaid. The interest shall be computable on fortnightly basis and the default for a single day shall be treated as half month. In case the intending Lessee subsequently fails to deposit the Lease Fee so payable by the end of the next month the Lease can be terminated by the Lessor without any notice and the Security Deposit shall stand forfeited.
- 5.3 That in case any amount becomes due against the Lessee in respect of any matter covered under this Lease, the same shall, on the failure of the Lessee to pay within the time prescribed, be recovered as arrears of land revenue.

**6. Use of Leased Site:**

- 6.1 The Lessee shall use the Leased Site for operation and maintenance of permissible activities/ events only and that the Lessee shall not use the Leased Site for any other purpose, whatsoever.
- 6.2 The Lessee shall not be entitled to transfer, sub-let or sub-contract the Leased Site.
- 6.3 No Permanent/ change/ modification structure shall be carried out/ built on the Leased Site by the Lessee without prior approval of Lessor.
- 6.4 The Lessee shall abide by all the rules and regulations, including prescribed criteria u/s 417/421 of DMC Act, for operation and maintenance of Leased Site for permissible activities/ events and obtain all the required permissions and Leases as required under any law on its own.
- 6.5 A penalty of 1% or more of Monthly Rent per site per violation shall be imposed by the South DMC or its authorized officer from Community Services Department for any of the violation found laid down in the terms and condition.
- 6.6 If need be, the agreement can be cancelled with one month prior notice.



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1.3.17

**7. Title, Ownership and Inspection Rights of the Leased Site:**

- 7.1 The Lessee shall have no right to the title or interest in the Leased Site nor shall be deemed to have possession thereof, except the permission to use the said site for operation and maintenance of Leased Site for permissible activities/ events only. The ownership rights and possession of the Leased Site shall continue to vest with South D.M.C for all intents and purposes.
- 7.2 The overall control of the site shall remain vested with the Leaser whose officer (s) or authorized representative (s) shall have access at any time (day & night) to the said site or any part thereof.
- 7.3 The Lessee shall have no objection if the Lessor or its employee enter the Leased Site for inspection.

**8. Statutory Permissions/ Approvals/ Lease:**

The Lessee shall be responsible for taking all statutory permissions/ approvals/ Leases for operation and maintenance of Leased Site for permissible activities/ events only. The Lessee shall also be responsible to pay all Lease or other fee or taxes payable to the Government or Municipal or Local Bodies or other statutory authorities/ bodies concerned in connection with the operation and maintenance of Leased Site for permissible activities/ events.

**9. Misrepresentation/ Suppression of Fact(s):**

That in case of any misrepresentation or suppression of material fact by the Lessee or the information given by the Lessee is found to be incorrect or false at any time, the Lease granted under this Lease Deed is liable to be terminated, and the Security Deposit will also be liable to be forfeited by the Lessor.

**10. Display/ Exhibition of Pictures, Posters etc.:**

- 10.1 The Lessee shall not display or exhibit pictures, poster, statue or other articles which are repugnant to the moral or are indecent in nature or of other improper character. It is expressly agreed that the decision of the Lessor in this behalf shall not be a subject matter of dispute.
- 10.2 The Lessee shall not display or exhibit any advertisements or placard or put up hoarding in any part of the interior or exterior other than those permitted expressly in writing by the Lessor.

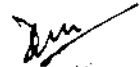
**11. Force Majeure:**

**11.1 Definition**

- (a) For the purposes of this Lease Deed, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by South D.M.C agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Lease Deed, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**11.2 No Breach of Lease Deed:**

The failure of a Party to fulfil any of its obligations under the Lease Deed shall not be considered to be a breach of, or default under, this Lease Deed in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Lease Deed, and (b) has informed the other Party as soon as possible about the occurrence of such an event.





### 11.3 Measures to be Taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Lease Deed as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Lease Deed, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Lessee, upon instructions by the South D.M.C, shall either:-
  - (i) Demobilize; or
  - (ii) Continue with the Services to the extent possible, in which case the Lessee shall continue to be paid proportionately and on pro-rata basis, under the terms of this Lease Deed.
  - (iii) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Clause 15**.

### 12. Relationship Between the Parties:

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relation of Lessor and Lessee.

### 13. Damages/ Theft/ Loss of Property:

- 13.1 The Lessee shall be responsible for all damages or loss of property due to the reasons for which the Lessee or its personnel/ servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the Lessor except those due to normal, wear and tear or such as are caused by storm, earthquake or any other natural calamities beyond its control. The decision of the Lessor in regard to the extent and quantum of compensation, if any to be paid to it shall be final and binding upon the Lessee and shall not be called in question.
- 13.2 If any damage/ theft is caused to the assets/ property/ equipment by personnel of the Lessee or otherwise due to negligence on their part then the Lessee shall bear the cost of repair or replacement or damages as the case may be.

### 14. Breach of Terms and Conditions of Lease Deed:

- 14.1 In the event of the Lessee committing minor breach of any of the terms and conditions of the Lease Deed or any of the special conditions prescribed in standard terms & conditions or of any rules or regulations made by the Lessor, a fine of **1% or more of monthly MRP** can be imposed for each and every such instance, while in case of major breach the Lease shall stand terminated and the Security Deposit amount shall stand forfeited to South D.M.C. The South D.M.C shall thereafter be entitled to re-enter the Lease Deed and deal with it in any such manner as it shall deem fit.
- 14.2 The Lessor shall have the right to revoke the Lease in the event of breach of any of the terms and conditions of this Lease specified herein.

### 15. Settlement of Disputes:

Performance of the Contract is governed by the terms & conditions of the Contract, in case of dispute arises between the parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and **respond to it in writing within 30 days after receipt**. If that party fails to respond **within 30 days**, or the dispute cannot be amicably settled **within 60 days** following the response of that party, the same shall be settled through Court of Law situated in Delhi.

**16. Indemnity:**

The Lessee shall indemnify the Lessor against all other damages/ charges and expenses for which the Lessor is held liable or pays on account of the negligence of the Lessee or his servants/ agents or any person under its control, whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.

**17. Electricity, Power and Water Connection:**

The Lessee shall obtain separate new power and water connections and other utility facilities on its own and pay the bills well with in time and provide the proof of the same to the Lessor on monthly basis. Further, at the time of termination/ expiry of this agreement, all the electricity and water dues payable by the Lessee will have to be cleared. In case any dues are not settled, the same will be deducted by the Lessor from the Security Deposit of the Lessee.

**18. Covenants of the Lessee:**

18.1 The Lessee shall abide by all rules, regulation, orders and instructions that the Lessor may from time to time make or adopt or issue for the care, protection and administration of the site and the general welfare and comfort general public.

18.2 The Lessor shall not be responsible for the safety of the members of staff of the Lessee or any other material or articles belonging to the Lessee and also shall not be liable for any damage or injury to the property of the Lessee lying at any time in, on, upon or around the Leased Site.

18.3 The Leased Site allotted shall not be used for residential purpose or for a purpose other than that for which it is allowed The Lessee shall not be permitted to utilize the Leased Site or to carry on any other trade along with the authorized business of the Lessee during the currency of this Lease Deed.

18.4 The Lessor shall have the right to terminate the Lease Deed in case of any breach of the Lease conditions, material obligations, representation under this agreement and if the Lessee has failed to take appropriate measures to rectify this breach within 15 days after written notice of the breaches given by the Lessor.

**19. No Unlawful Activities/ Acts:**

19.1 The Lessee shall ensure that there is no unlawful activities in the Leased Site during his operating hours by any of the Lessee employees, agents etc. In case of any breach, the Lease shall be cancelled.

19.2 The Lessee shall not commit or suffer to be committed any public or private nuisance or any other act or things which may disturb the peaceful environment and enjoyment of occupants of nearby premise.

**20. Clean and Hygienic Environment:**

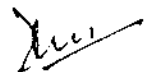
20.1 The Lessee shall keep the Leased Site area including the surrounding clean and tidy to the satisfaction of the Lessor and shall not store or allow accumulating any refuse except those which are absolutely necessary for the purpose of operation and maintenance of Leased Site for permissible activities/ events only.

20.2 The Lessee shall observe all the rules of Health and hygienic in storing, preparing, handing and serving articles of food in the Leased Site.

**21. Notices:**

21.1 All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication.

21.2 All notices, certificates, correspondence or other communications under or in connection with this Deed or the Leased Site shall be in English or Hindi. In the event of any dispute, the version in English will prevail.

  
Name  
Address

- 21.3 Any notice to be given hereunder shall be in writing and shall either be delivered personally to the official dak receipts staff of the Lessor or the Lessee and obtained receipt thereof or sent by registered post, email, facsimile or national/international courier. The addresses and numbers for service of notice shall be given to the Parties at their respective address set forth below:-

**Lessor :** Director (CSD)  
on behalf of the Commissioner,  
South Delhi Municipal Corporation,  
Community Services Department,  
3<sup>rd</sup> Floor, Dr. SPM Civic Centre,  
J.L. Nehru Marg, New Delhi-110002

**Lessee :** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other address, telex number, or facsimile number as may be notified by that Party to any other Party from time to time, and shall be deemed to have been made or delivered.

- (a) In the case of any communication made by letter, when delivered by hand, by national/international courier or by mail (registered, return receipt requested) at that address and
- (b) In the case of any communication made by email or facsimile, when transmitted properly addressed to such email or facsimile number.
- (c) In case any Party changes its address, communication numbers or directed attention as set forth above, it shall notify the other Party in writing prior to the adoption thereof.

**22. Exit Clause:**

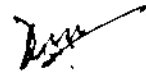
- (a) **Normal Termination:** The Lease will be deemed to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the Bidder in writing and duly accepted. The liability of the Bidder continues to be payable along with the delayed interest (at the rate mentioned in the agreement) till the same is settled. The Lessee cannot claim the dues to be time barred or ultra vires even if after the Lease is deemed to have terminated by operation of this clause.
- (b) **Termination for Cause:** If the Bidder or South D.M.C has invoked the internal dispute resolution clause [as per which the dispute referred to the DRC (Dispute Resolution Committee) is to be completed within a period of 45 days] and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination commenced from the next date within which the dispute should have been resolved. No extra notice need to be served by either the Bidder or the Lease will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the Lease period then the Bidder is liable to pay South D.M.C the value of Lease fee equal to the amount of current Lease fee for the six months as demurrage charges.
- (c) **Termination for Insolvency/ Bankruptcy/ Demise of the Lessee:** The Lessee shall not be entitled to allow any other person (s) to use the Leased Site or any part thereof. Prior to the expiry of this Lease Deed, in the event of the demise of the Lessee or the Lessee becoming insolvent or dissolved or bankrupt if it is a partnership firm/ company, the Lease shall stand terminated automatically and the representatives of the Lessee shall not be entitled to use the Leased Site. However, with the express approval of the Lessor in writing, the heirs or representatives will be permitted after discharging the liability if any to remove the goods and other equipment that may be found at the Leased Site. In case if goods are not claimed by the heirs or representatives within four weeks from the date of demise of the Lessee, the Lessor may by public auction dispose of the same.
- (d) **Termination for Convenience:** The Lessor may by written notice sent to the Lessee terminate the Lease Deed, in whole or in part at any time of its convenience. The notice of termination shall specify that

termination is for the Lessor's convenience, the extent to which the Lease Deed is terminated, and the date upon which such termination becomes effective.

- (e) **Termination for Regulatory/ Legislative or Supervisory Requirements:** If any provision of law or legislation of India makes it mandatory to stop/ prohibit the continuation of any Lease at any particular location or otherwise then it will be deemed to be closed from the date of such enactment. No compensation is payable by South D.M.C.
- (f) **Termination in the Event of Force Majeure:** In case the Leased Site is destroyed or damaged by any natural calamity or riot or civil disturbance so as to make it unfit for use by the Lessee, the Lease shall stand cancelled automatically and the Lessee shall not claim any damage or loss of profit.
- (g) **Handing Over of Peaceful Possession of Leased Site:** Upon expiry of the period of Lease Deed or on early termination thereof pursuant to Clause 22 (a) to (d) for whatsoever reasons, the Lessee shall vacate the Leased Site, remove all its materials/ equipment/ items of all kinds from the Leased Site and shall handover peaceful possession of the Leased Site to the Lessor. In case, within a fortnight from the date of service of notice and/ or upon expiry of the period of Lease Deed or on early termination thereof, any material (s)/ equipment/ item (s) is/ are left in or around the Leased Site, after the Lessee has vacated, the same shall be considered as abandoned property and the Lessor shall have the right to remove or otherwise dispose of the same at the risk & cost of Lessee without any liability to the Lessee. The cost/ expenses incurred by the Lessor in this regard shall be recovered from the Security Deposit of the Lessee. **Exponential Penalty on the Lessee @ double the Lease Fee per month in the form of damage charges can be imposed on the Lessee for unauthorized occupation of the Leased Site after the expiry of Lease Deed.**

**23. Special Terms and Conditions:**

- 23.1** It is mandatory that the Lessee should display its name prominently. The Lessee should also display the management contract/ franchisee in the Leased Site area. Further, display of any advertisement shall not be permitted in the earmarked area; however the Lessor reserves the right to display advertisement.
- 23.2** The Lessor shall not be responsible for any legal cases that arise due to health hazard on account of quality of services/ product provided by the Lessee. The sole responsibility shall be of the Lessee in any legal case related to this Lease Deed.
- 23.3** The Lessee shall keep the Leased Site area in a clean and tidy condition and open to inspection to the satisfaction of the Lessor or its representative (s).
- 23.4** The Lessee will confine its services in the Leased Site area only.
- 23.5** Any advertisement on the cutlery equipment (other than the name of the Lessee) is not permitted except with the specific approval of the Lessor.
- 23.6** The rates are to be displayed prominently in the Leased Site area.
- 23.7** The Lessee shall provide cooking utensils, furniture or similar articles. Cooking is permitted only with standard cooking facilities/ LPG and no firewood or other smoky materials permitted. Storage of LPG is permissible as per rules only.
- 23.8** The Lessee shall ensure that daily cleaning and disposal of waste are carried out without accumulation of garbage.
- 23.9** The Lessee shall not, unless with the written consent of the Lessor, create a sub contract of any description with regard to this Lease or any part thereof nor shall be, without such written consent as aforesaid, assign or transfer this Lease to any part thereof.
- 23.10** The Lessee shall obtain the prescribed Lease/ Registration for operation and maintenance of the Leased Site from concerned Authorities.
- 23.11** The Lessee shall use the Leased Site for the purpose for which the space is allotted, and for no other purpose, whatsoever.
- 23.12** The Lessee shall not sell any banned items including tobacco, cigarette, gutka etc; in the Leased Site.



**23.13** The Lessee shall not permit any of its personnel/ servants to take/ supply intoxicating drinks of any description on the Leased Site.

**23.14** The Lessee shall not use any plastic items which are banned.

**23.15** The Lessee shall deal with all visitors with extreme courtesy and caution and any complaints from the public about the misbehaviours of the Lessee or its employees shall be construed as grounds for non-performance.

**23.16 Representations and Warranties:**

The Lessee represents and warrants to the Lessor that:

- (i) It is duly organized, validly existing and in good standing under the laws of India;
- (ii) It has full power and authority to execute, deliver and perform its obligations under this Lease Deed and to carry out the scope of work contemplated hereby;
- (iii) 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 Lease Deed;
- (iv) It has the financial standing and capacity for the execution, delivery and performance of this Lease Deed;
- (v) This Lease Deed constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

**23.17 Governing Law and Jurisdiction:** This Lease Deed 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 Lease Deed.

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

**23.19 Entire Lease Deed:** This Lease Deed constitutes the entire Lease Deed between the Parties hereto with respect to all contained hereinabove and all the clauses/conditions of the T e n d e r document | shall be binding on both the PARTIES.

**24. Special Conditions for the Operation and Maintenance of the Leased Site:**

**24.1 Permissible Usage of Leased Site**

**24.1.1** The Leased Site shall be exclusively used for the permissible Activities or Events only. Such permissible Activities or Events are as under:

**24.1.2** The overall control of the premises and supervision of the Leased Site shall remain vested with the Lessor whose officers or authorized representatives shall have access at any time (day & night) to the Leased Site or any part thereof.

**24.1.3** The Lessee shall be responsible to ensure that rules and regulations as laid down by the Lessor are enforced strictly and are properly adhered to by it as well as by its staff.

**24.1.4** The Lessee shall observe and comply with all the rules and regulations of the Employees State Insurance Act, 1948. Minimum Wages Act, payment of Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Workmen Compensation Act, and any of the provisions of the Law, Rules and Regulations enforced from time to time by the local authorities or any other authority applicable to its Services and the business of the Lessor. The Lessee shall observe, follow, comply and abide by the sanitary, health another Municipal By-law under the provisions of the Municipal Act.

**24.1.5** The Lessee shall be responsible for all the necessary steps/ precautions to prevent any mishap/ accident/ loss of life in the Leased Site. In case, if any mishap/ accident / loss of life occurs owing to the negligence on the part of the Lessee

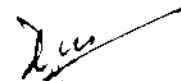


or its staff, the Lessee shall be held responsible and liable for all the consequences/ liability arising there from and that the Lessor shall not be responsible / liable in any manner for any mishap/ accident / loss of the life occurring in the Leased Site.

- 24.1.6 The Lessee shall repair/ maintain the Leased Site as per the prescribed specifications of CPWD.
- 24.1.7 In case of any change in policy in future by South DMC, the Lessor shall have liberty to modify and amend any of the condition of this contract.
- 24.2 **Deployment of Personnel by the Lessee:**
- 24.2.1 The Lessee shall be required to deploy adequate number of personnel for operation and maintenance of the Leased Site who shall be available during the working hours.
- 24.2.2 All the persons required to be deployed for running, maintenance and operation of the Lease Community Hall space including Managers/ Supervisors should wear their prescribed uniforms with their name plates on duty.
- 24.3 The Lessee shall ensure compliance to the Delhi Police Act-1978 and the Regulations and Orders, as amended from time to time, made there under. Accordingly,
- (a) The Lessee shall abide by the conditions of the Lease and the provisions of the Act and the Regulations and order made there under.
- (b) The Lessee shall obey all the orders issued from time to time by the Commissioner of Police, Delhi.
- (c) **The Lessee must note that:**
- (i) Under Section 107 of the Delhi Police Act, 1978, the keeper of any place of public amusement or entertainment, who knowingly permits drunkenness or other disorderly behaviour or any gaming whatsoever, in such place, under the Lessee, is liable to be punished with fine as prescribed in the Act.
- (ii) Under Section 110 of the said Act, contravention made under Clause (b) of Sub-section (1) of Section 28 of the said Act, renders the offender liable to be punished which may extend to fine as prescribed in the Act.
- (iii) Under Sub-Section (2) of Section 141 of the said Act, the Lease granted under the Act, may, at any time be suspended or revoked by the Commissioner of Police, if any of its conditions or restrictions is infringed or evaded by the Lessee or the Lessee is convicted of any offence which such Lease relates.

**25. Additional Fire Clause:**

- (i) The Lessee shall get their electrical circuit tested, at Site , once in a year and any defect noticed should be rectified immediately. The Lessee shall submit the test report issued by Electrical Supervisory/ Lease holder or Engineer to the Lessor.
- (ii) MCB (Miniature Circuit Breaker) and metal clad distribution board should only be used for electrical installation and distribution. ELCB (Earth Leakage Circuit Breaker) should also be incorporated in the circuit.
- (iii) Main switchboard, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
- (iv) Over loading of the circuit is prohibited and no temporary connection should be made, without specific approval of the Lessor.
- (v) Combustible material should not be stored under/ close to the electric switch board/ distribution board/ metals and approach to electrical board should be kept clear.
- (vi) The Lessee shall get its personnel trained in use of fire extinguisher.
- (vii) Water type extinguishers and CO2 extinguishers of adequate capacity shall be installed.
- (viii) Battery operated emergency light shall be provided in shops.
- (ix) NOC (No Objection Certificate) shall be obtained by the Lessee from City Fire Service for carrying



out any modification.

- (x) Storing of liquid fuel of any type is strictly prohibited.
26. All or any of the powers vested in the Lessor under these presents in respect of the grant, determination, revocation, cancellation or restoration of this Lease Deed or recovery of any dues in respect thereof or connected therewith shall be exercised by Commissioner, South D.M.C and the Lessee shall have no objection whatsoever in this respect.
27. The decision of Commissioner South D.M.C in regard to interpretation of these terms of the agreement shall be final and binding and shall not be called in question in any proceedings before any court or forum.
28. This Lease Deed including all exhibits, Tender Documents, Annexure, Appendices and allied correspondence constitute the entire agreement of the parties with respect to matters contained herein. No modification or amendment to this Lease Deed shall be effective unless such modification or amendment is in writing and signed by both the parties hereto.
29. This Lease Deed may be executed in two or more counter parts, each of which shall be deemed as original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have caused this Lease Deed to be signed in their respective names as of the day and year first above written a true copy thereof signed by both the parties has been retained by the Lessee.

Signed, Sealed and Delivered for & on behalf of	Signed, Sealed and Delivered for and on behalf of the South D.M.C
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Signed  
Name :  
Designation :  
Date :  
Place : New Delhi


Signed  
Name :  
Designation :  
Date :  
Place : New Delhi

In the presence of :

Name :  
Designation :  
Date :  
Place : New Delhi

In the presence of :

Name :  
Designation :  
Date :  
Place : New Delhi

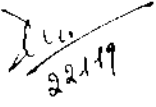


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**Undertaking by the Bidder**

I/ We \_\_\_\_\_, the Bidder, having read all terms & conditions of Tender Documents and have inspected the Space/Community Halls of South Delhi Municipal Corporation, conducted due diligence and thereof do hereby acknowledge that the draft Lease Deed is subject to change, modifications and corrections. I/We agree and undertake not to make any claim for compensation or damages from South D.M.C that may arise due to any change in the terms and conditions of the Draft Lease Deed and also understand that South D.M.C is under no obligation to entertain any representation for such claim/compensation/damages. All standard terms and conditions will be applicable.

Signature of the Authorized Signatory of the Bidder  
(With Office Rubber Stamp)

  
22/19  
1st Director  
(SDMO) & CZ