

Notice for inviting e-auction

No. D-11011/88/2022-O&M (E File No. 9144518)

Government of India

Ministry of Housing and Urban Affairs

Directorate of Estates

Nirman Bhawan, New Delhi

Auction No. D-11011/ 88/2022-O&M

The Directorate of Estates, Ministry of Housing and Urban Affairs invites online auction from General Public/organizations for allotment of total 34 shops in following locations of Delhi on licence fees/lease basis through forward auction on GeM as below :-

SI. No.	Area/Location	No. of Shops
1.	GPRA complex, East Kidwai Nagar	4
2.	Local Shopping Centre, New Moti Bagh	6
3.	GPRA complex, Deen Dayal Upadhayay Marg	5
4.	GPRA Complex, Tyagraj Nagar	5
5	Government residential-cum-commercial complex at Mohammadpur	14
Total No. of Shops		34

2. The important dates related to auction are as below :-

SI. No.	Particulars	Details
1.	Name of the project	Allotment of shops at different locations in New Delhi on licence fees basis/lease basis.
2.	Method of Selection	Forward Auction
3.	Pre-Qualification(PQ) submission start date and time	11.03.2024 - 10.00 hours onwards.
4.	Pre-bid meeting for providing clarifications	22.03.2024 - 15.30 hours
5.	PQ submission end date and time	28.03.2024- 18.00 hours
6.	PQ assessment end date and time	05.04.2024- 18.00 hours
7.	EMD payment start date	08.04.2024-10.00 hours
8.	EMD payment end date	19.04.2024 – 18.00 hours
9.	Auction start date and time	22.04.2024 - 10.00 hours
10.	Auction end date & time	26.04.2024 – 18.00 hours.

11.	Extension	Limited
12.	Date of award of allotment	Will be notified through GeM portal

3. The allotment of shops will be done to successful bidders through forward auction method for which bidders need to register themselves on GeM portal. *The highest valid bidder will be allotted the shop on fulfillment of all the terms and conditions as per laid down by Government of India.* Please go through 'eligibility criteria' and 'how to register' carefully before applying for the auction.

4. Only one shop/unit will be allotted to successful bidder irrespective of the multiple bids made by him/her/it. In case, a bidder is being selected H1 bidder for more than one shops, DoE will have the discretion to allot only one unit/shop.

5. Bidder should go through the auction document carefully including definitions and terms and conditions to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

6. The bidders need to be ready for bidding in the bidding window on the said date and time as per auction schedule.

7. Earnest Money deposit (EMD) of these 34 shops (three times of minimum reserved licence fee of specified shops) must be deposited through online mode at GEM Portal with the bid after qualifying Pre-Qualified stage. Only Pre-qualified bidders are allowed to pay the EMD and further participate in the auction.

8. The total duration of completion of auction will be of 120 days.

9. Documents to be uploaded at Pre-qualifying stage are placed at Annexure I

10. All the applicants are requested to go through terms and conditions mention below carefully.

11. In case of any queries relating to registration and participation, online bid submission etc. bidder may send the same by e-mail to helpdesk-gem@gov.in or may contact GeM Team on phone no 1800-419-3436 & 1800-102-3436. Information on any issue of corrigendum related to this auction will also be available on GeM Portal and also on the website of the Directorate of Estates.

<u>Details of Shops to be auction</u>						
Sl. No.	Shop No.	Area in sq. ft.	Minimum Reserve Price fixed by CPWD (In Rs. Per month)	EMD amount (in Rs.)	Trade	Category
GPRA COMPLEX, EAST KIDWAI NAGAR						
1	Shop No. 1 utility shop in back side of Tower-4, PKG-1, Ground Floor	1604.70	201950	605850	General Purpose	UR
2	Shop No. 4, in front of Type IV, Tower 6, Ground Floor	88.45	11131	33393	General Purpose	UR
3	Shop No. 1, in front of Type-III, Tower-8, Ground Floor	236.16	29700	89100	General Purpose	ST
4	Shop No. 3, in front of Type-III, Tower 8, Ground Floor	102.33	12878	38634	General Purpose	SC
LOCAL SHOPPING CENTRE, NEW MOTI BAGH						
5	Shop No. 2, Ground Floor	127	30424	91300	Men's solon	UR
6	Shop No. 3, Ground Floor	127	30424	91300	Ladies beauty parlor	UR
7	Shop No. 4, Ground Floor	127	30424	91300	General Purpose	UR
8	Shop No. 6, Ground Floor	127	30424	91300	General Purpose	UR
9	Shop No. 7, Ground Floor	127	30424	91300	General Purpose	SC/PH
10	Shop No. 8, Ground Floor	127	30424	91300	General Purpose	UR
GPRA COMPLEX, DEEN DAYAL UPADHAYAY MARG						
11	Shop No. 5, Ground Floor (KB)	2388	347841	1044000	General Purpose	UR
12	Shop No. 1, Ground Floor	754	109870	330000	General Purpose	UR
13	Shop No. 2, Ground Floor	373	54304	163000	General purpose	UR
14	Shop No. 3, Ground Floor	264	38543	116000	General purpose	UR
15	Shop No.4, Ground Floor	219	26616	80000	General purpose	UR

GPRA COMPLEX, TYAGRAJ NAGAR

16	Shop No. 1, Ground Floor	134	31119	93400	General purpose	SC
17	Shop No. 2, Ground Floor	138	32048	96200	General purpose	ST
18	Shop No. 3, Ground Floor	136	31583	94800	General purpose	UR
19	Shop No. 4, Ground Floor	136	31583	94800	General purpose	UR
20	Shop No. 5, Ground Floor	143	33209	99700	General purpose	UR

GOVERNMENT RESIDENTIAL –CUM-COMMERCIAL COMPLEX AT MOHAMMADPUR

21	Shop No. 2 Ground Floor (Front side)	281.26	67571	202800	General purpose	UR
22	Shop No. 3 Ground Floor (Front side)	281.26	70485	211500	General purpose	UR
23	Shop No.4 (between Stair & Lift)	406.12	102635	308000	General purpose	SC
24	Shop No. 1 First Floor (Front Side)	201.29	66503	199600	General purpose	UR
25	Shop No. 2 First Floor (Front Side)	198.38	60461	181400	General purpose	UR
26	Shop No. 3 First Floor (Front Side)	198.38	63054	189200	General purpose	UR
27	Shop No. 4 First Floor (Near Staircase)	200.43	65338	196100	General purpose	UR
28	Shop No. 5 First Floor (Near Lift)	200.43	65338	196100	General purpose	ST/PH
29	Restaurant-1 Second Floor	397.84	80854	242600	Restaurant	SC
30	Restaurant-2 Second Floor	1019.46	167891	503700	Restaurant	UR
31	Restaurant-1 Third Floor	397.84	80854	242600	Restaurant	UR
32	Restaurant-2 Third Floor	1019.46	167891	503700	Restaurant	UR
33	Restaurant-1 Fourth Floor	397.84	80854	242600	Restaurant	UR
34	Restaurant-2 Fourth Floor	1019.46	167891	503700	Restaurant	UR

Definitions

- A. **As is where is basis** means LICENSEE shall be licensed the said Shop/unit, equipments installations, fittings and fixtures on "as is where is basis" and the LICENSEE shall not make any additions or alterations in the Shop/unit, installations including electric installations and wiring without the prior permission of Directorate of Estates(DoE) in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the Shop/unit rather LICENSEE shall be required to hand over the Shop/unit in original condition at the end of license period.
- B. **Bidder** shall mean the person, firm or company or any corporation submitting auction against the request for the auctions and shall include his legal representative /heirs.
- C. **Damages** shall mean any claim of DoE against the Licensee for breach of this License Deed, including but not limited to losses, dues, arrears etc. against which DoE shall be entitled to claim and adjust the interest free security Deposit.
- D. **DoE** shall mean Directorate of Estates, Ministry of Housing & Urban Affairs, Nirman Bhawan, New Delhi-110011 and shall depute Officers authorized to deal with all the matters relating to contract.
- E. **Family** would include self, wife/husband, dependent father/mother, son/unmarried daughter & daughter-in-law.
- F. **Interest Free Security Deposit** means interest free amount to be deposited by the Licensee with Directorate of Estates as per terms and conditions of License Deed as a security against observance of License Deed and the payment of all dues as per terms and conditions of the License Deed.
- G. **License** means the licensing rights granted by Licensor (DoE) to the licensee(allottee) for use of licensed Shop/unit as shop/store, as the case may be, for the purpose of (usage), based on the terms and conditions of the License Deed.
- H. **Licensee** means the allottee (individual/Organization) who has executed the license deed with DoE for use of the said Shop/unit as shop/ store, as the case may be, for the purpose of given usage, based on the terms and conditions of the License Deed.
- I. **License Deed** means the License Deed which will be executed between Directorate of Estates and the allottee in the format as annexed at Aon the terms and Conditions mutually agreed to by both the parties and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- J. **License Fee** means the monthly amount payable by the licensee to DoE as per rates decided by the DoE, the Licensor on behalf of Government of India on time to time for use of the said Shop/unit, as per the terms and conditions of the License Deed.

Terms and Conditions

1. The Directorate of Estates reserves the right to cancel any/all auctions at any time/stage or relax/amend/ withdraw any of the terms and conditions contained in the auction document without assigning any reason, thereof.
2. The Shop/Unit will be licensed for a period of 3 years from the date of commencement of licence deed or from the date of taking of possession of shop/unit whichever is earlier on 'As is where is basis' by the licensee from licensor i.e. DoE. The licensee after taking formal occupation of the licensed shop/unit shall not contest thereafter that the licensed shop/unit is not complete in any respect whatsoever. If any change, internal renovation, addition/ alterations are necessary, the licensee shall do the same at his/her own cost after obtaining prior written permission of the licensor and the liabilities for the payment of license fee shall not be affected. Electrical appliances have to be arranged by the licensee and monthly payment for same will be done by him/her.
3. Bidders are advised to first visit the location before going for online bidding process. ***The details/location of shops/units are mentioned above along with their location, area, minimum reserve price and use of such shop and to know the nature of available market. Clarifications should be obtained prior to submitting the E-auction.***
4. The allotment will be made to the highest e-bidder in e-auction on licence fee payment basis for a period of 3 years and at a time subject to fulfillment of all the terms and conditions. Licence Fee will be renewable from the date of allotment at the end of the every such 3 year period upto a maximum overall period of 12 years subject to increase in the licence fee at the rate of 15% of the preceding 3 years rate and fulfillment of other terms and conditions by the allottee.
5. If the shop is allotted to bidder through e-auction, then she/he/it will be required to deposit 6 times of licence fee/H1 price before execution of licence deed (rate at which the shop is allotted to the bidder) by online mode through E-sampada / Bharatkosh Portal on account of security deposit. The EMD amount would be adjusted at the time of allotment for successful bidders.
6. EMD of the unsuccessful bidders will be returned by GeM automatically in their accounts after finalization of the auction. The EMD of successful bidder shall be retained and adjusted towards security deposit. The EMD shall not bear any interest.
7. The Government has absolute right to terminate the licence without payment of any compensation what so ever to the licensee at the end of 12 year period.
8. If a person or any member of his/her family dependent on him/her has already been allotted any shop in Delhi/New Delhi/ by the Government or by Local Bodies or by DDA, he/she is not entitled for another allotment. For this purpose family would include self, wife/husband, dependent father/mother, son/unmarried daughter and daughter-in-law. **It is clarified that restriction of allotment of only one shop to one family would be applicable even if members of the same family secure any subsequent allotment of shops etc. through any other business transaction such partnership or purchase etc.**
9. The successful bidder has to submit annexures VI, VII, VIII and IX on a non-judicial stamp paper duly notarized before execution of licence deed.
10. Bidder has liberty to choose his/her/it desired trade of shop where General purpose is mentioned in details of Shops, first time and intimate DoE. Later, the change of trade in the shop is not allowed without the permission of Directorate of Estates. On request of allottee for change of trade, Directorate of Estates may consider as per rule and, if change of trade is allowed, it will be subject to payment of fee of five times the existing per month licence fee and will be further subject to fulfillment of certain terms and conditions. The decision of Directorate of Estates for change of trade will be final and no further communication in this regard will be entertained, whatsoever. In case of violation of above terms and conditions, action will be taken as per the policy of Directorate of Estates.

11. After acceptance of contract/offer or after signing of agreement, if the successful bidder fails to takeover the shop or fail to operate the shop within thirty days from the date of allotment letter, the EMD shall be forfeited in the name of DoE.

12. The earnest money EMD shall be forfeited in favor of DoE, in case the applicant after participating in auction becomes successful e-bidder withdraws the offer or makes modifications therein or on acceptance of his application fails to complete any of the formalities of the license or fails to comply with any of the terms and conditions and any of the formalities of the license within the said period, the allotment in such case shall be deemed to be terminated. In case of forfeiture of EMD, the applicant will be blacklisted for a period of three years.

13. The successful e-bidder will execute a license deed (as prescribed in Annexure IX) in the proforma prescribed by the Licensor on a non-judicial stamp paper of Rs.100 duly notarised. The Licensee shall take the physical occupation of the shop from the maintenance agency within 8 days from the date of execution of license deed. Licence fees will be charged with effect from the date of possession of shop or from the 8th day after signing the licence deed whichever is earlier.

14. The terms and conditions of the, license are given in the attached license deed at **Annexure – IX** in detail, and it is the responsibility of the bidder to go through such terms and conditions before participating in this e-auction process. In case of any discrepancy in documents related, to the e-auction, the terms and conditions mentioned in the License Deed shall have superseding effect.

15. In case of licensable trades, operations should only be started after getting appropriate license, such as health license from the competent authority. However, license fee will be charged from the date of taking the possession of the premises irrespective of the fact whether such premises is put to usage or not.

16. The licensor shall be bound to abide by all applicable statutes laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolutions, directives, or otherwise, restrictions or any similar form of decisions of, or determination by, or any interpretations or adjudications having the force of law in India including the provisions of the existing laws.

17. The final authority to accept or reject any bid will be the Director of Estates or any other officer duly authorized by Director of Estates.

18. Only one shop/unit will be allotted to successful bidder irrespective of the multiple bids made by him/her/it. In case, a bidder is being selected H1 bidder for more than one shops, DoE will have the discretion to allot only one unit/shop by lottery system.

Eligibility Criteria

1. Bidder should be General Public, a resident of India or Government of India Approved Organizations, wherever applicable.
2. Bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
3. Bidder must not have been suspended/delisted/blacklisted by any organization on any grounds.
4. Only Pre-Qualified bidders are allowed to pay the EMD and further participate in the e-auction. Offers without the EMD will not be considered.

How to Register

1. Bidders are required to enroll / register on the e-forward auction module of the GeM vide link <https://forwardauction.gem.gov.in/eprocure/bidder-registration> or by going on GeM(<https://gem.gov.in/>) → Forward Auction→FA Buyer Registration and then by using their registered Aadhaar or PAN number.
2. Bidders are advised to register with their valid email id and mobile number as part of the registration process. The bidders will be required to choose a new password for their accounts.
3. This ID and password will be used to sign in to the site through the secured log-in for online bidding process and for any communication/clarification from the GeM Portal.
4. Bidders are responsible to ensure that they do not lend their ID and password to others which may lead to misuse.

Searching for Auction Documents:

1. There are various search options built in the GeM forward auction Portal, to facilitate bidder to search active auctions by several parameters. These parameters could include Auction ID, Organization Name, Location etc. There is also an option of advanced search for auctions, wherein the Bidder may combine a number of search parameters such as Organization Name, Location, Date, Other keywords etc. to search for E-auction published on the GeM forward auction Portal.
2. Once the bidder has m selected the auctions they are interested in, they may download the required documents / auction schedules. This would enable the GeM Portal to intimate the Bidder through SMS / e-mail in case there is any corrigendum issued to the auction document.
3. The bidder should make a note of the unique Auction ID assigned to each auction, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the auction document before submitting their bids.
2. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the auction document / schedule and generally, they can be in PDF /XLS/ RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Instruction to Bidder

1. The bidders must bid the licence fee/lease rates in Indian Rupees (both in figure and words) during auction.
2. All the columns shall be clearly filled on the GeM portal. The quoted price shall be firm and final.
3. The bids will be evaluated on the basis of licence fee/lease amount quoted on the GeM portal. Licence will ordinarily be awarded to the highest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified as per the terms and conditions incorporated in the bidding document.

SUBMISSION OF BIDS:

1. Bidder should log into the forward auction site <https://forwardauction.gem.gov.in/eprocure/x-login> well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The PQ bidders should deposit the EMD as through online mode at GeM Portal and participate in the E-auction further. Bidders need to keep the copy of payment receipt towards EMD amount for later use.
3. The bidder has to fill all the required fields one by one as indicated in the auction page.

Annexure-I**Documents required****List of Documents required at PQ and final stage****1. Restaurant**

S.No.	List of Mandatory Documents (must be uploaded on GeM forward auction portal) (for individual)
1	Self-Attested copy of Aadhaar Card
2	Self-Attested copy of PAN Card
3	Forwarding Letter (Annexure-III)
4	Profile of Person/Organization (Annexure-IV)
5	Under taking (Annexure-VI)
6	*Certificate of SC/ST/PWD for reserved shop
	List of desirable documents to be submitted after allotment (for individual)
1	Self-Attested copy of CGST & SGST Nos.
2	Self-Attested copy of Employee Provident Fund
3	Self-Attested copy of ESI
4	Self-Attested copy of ISO Certification
5	Self-Attested copy of ITR of last three years
6	Self-Attested copy of Labour Licence & FSSAI Licence
	List of Mandatory (must be uploaded on GeM forward auction portal) (for company/firm)
1	Forwarding Letter (Annexure-III)
2	Self-Attested copy of General Power of Attorney for authorised signatory
3	Profile of Company/Firm (Annexure-IV)
4.	Under taking (Annexure-VI)
5.	Self Attested copy of PAN/TAN card
	List of Desirable Documents (for company/firm) to be submitted after allotment
1	Self-Attested copy of CGST & SGST Nos.
2	Self-Attested copy of Employee Provident Fund
3	Self-Attested copy of ESI
4	Self-Attested copy of ISO Certification
5	Self-Attested copy of ITR of last three years
6	Self-Attested copy of Labour Licence& FSSAI Licence
7	Self-Attested copy of Registration Certificate

2. General Purpose Shops

S.No.	List of Mandatory Documents (must be uploaded on forward auction portal) (for individual)
1	Self-Attested copy of Aadhaar Card
2	Self-Attested copy of PAN Card
3	Forwarding Letter (Annexure-III)
4	Profile of Person/Organization (Annexure-IV)
5	Under taking (Annexure-VI)
6	*Certificate of SC/ST/PWD for reserved shop

	List of Desirable Documents (for individual) to be submitted after allotment
1	Self-Attested copy of CGST & SGST Nos.
2	Self-Attested copy of Employee Provident Fund
3	Self-Attested copy of ESI
5	Self-Attested copy of ITR of last three years
6	Self-Attested copy of Labour Licence
	List of Mandatory (must be uploaded on GeM forward auction portal) (for company/firm)
1.	Forwarding Letter (Annexure-III)
2.	Self-Attested copy of General Power of Attorney for authorized signatory
3.	Profile of Company/Firm (Annexure-IV)
4.	Undertaking (Annexure-VI)
5.	Self-Attested copy of PAN/TAN card
	List of Desirable Documents (for company/firm) to be submitted after allotment
1.	Self-Attested copy of CGST & SGST Nos.
2.	Self-Attested copy of Employee Provident Fund
3.	Self-Attested copy of ESI
4.	Self-Attested copy of ISO Certification
5.	Self-Attested copy of Registration Certificate
6.	Self-Attested copy of ITR of last three years

3. Men's salon/ Parlor

S.No.	List of Mandatory Documents (must be uploaded on forward auction portal) (for individual)
1.	Self-Attested copy of Aadhaar Card
2.	Self-Attested copy of PAN Card
3.	Forwarding Letter (Annexure-III)
4.	Profile of Person/Organization (Annexure-IV)
5.	Undertaking (Annexure-VI)
6.	*Certificate of SC/ST/PWD for reserved shop
	List of Mandatory Documents (must be uploaded on forward auction portal) (for company/firm)
1	Self-Attested copy of General Power of Attorney for authorized signatory
2	Self-Attested copy of PAN Card
3	Forwarding Letter (Annexure-III)
4	Profile of Person/Organization (Annexure-IV)
5	Undertaking (Annexure-VI)
	List of Desirable Documents (for company/firm) to be submitted after allotment
1	Self-Attested copy of CGST & SGST Nos.
2	Self-Attested copy of Employee Provident Fund
3	Self-Attested copy of ESI
5	Self-Attested copy of ITR of last three years
6	Self-Attested copy of Labour Licence
7	Self-Attested copy of Registration Certificate

*Unreserved candidates may submit a declaration letter as prescribed in Annexure V
Annexures VI, VII, VIII and IX will be submitted after allotment of shops on a non-judicial stamp paper duly notarized.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Forfeiture of the Earnest Money Deposit**: If for any reason whatsoever, any bidder withdraws his/their bid at any time prior to expiry of the validity period or after issue of the Letter of intent/work Order, refuses to execute the work order or furnish performance security deposit guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited in favor of Directorate of Estates.
2. **Calculation of Licence Fees**: The successful bidder will be required to complete the formalities within 8 days from the date of issuance of allotment letter. The licence fee will start from the 8th day of issuance of allotment letter by Directorate of Estates.
3. **Applicability of laws**-This contract shall be governed by the **laws of Union of India, State laws** and of local bodies in force during the time.
4. Payment of monthly licence fee, Termination, Cancellation, Penalty of Contract will be as per the existing policies of Directorate of Estates.
5. **Termination of Licence for convenience**- Directorate of Estates may also by a written notice sent to the Lessee; terminate the Lease, in whole or in part, at any time for their convenience. The notice of termination shall specify that termination is for Directorate of Estate's convenience.
6. **Corrupt or Fraudulent practice**- The Directorate of Estates requires that Bidders/Contractors, under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Directorate:
 - a. Defines, for the purpose of these provisions, the terms set forth below :-
 - i. "corrupt practice" means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the process of contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a process or the execution of a contract to the detriment of the Directorate of Estates and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non – competitive level and to deprive the Directorate of Estates of the benefits of free and open competition.
 - b. Will declare a Bidder ineligible, either indefinitely or for a stated period of time, for any future auction if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices.
 - c. Will cancel the allotment of the shop, if he determines that the Allottee has engaged in corrupt or fraudulent practices in competing for the contract in question.

8. Notification of award and signing of Agreement:

- a. The successful bidder will be informed by GeM through SMS and also by a registered letter for acceptance & signing an agreement from Directorate of Estates. The GeM will notify the other Bidders that their bids have been unsuccessful and release their EMD. Within 8 days of receipt of letter of acceptance the successful bidder will sign the Agreement with the Directorate of Estates.

9. **Subletting of Shop**- The Lessee shall not sublet/subcontract the shop or part of it to any other agency without the written permission of Directorate of Estates.
10. **Jurisdiction of Court**-The lease shall be deemed to have entered into at Delhi & all causes of action in relation to the contract will thus be deemed to have been arisen only within the jurisdiction of the Delhi Courts. The contract shall be covered by Indian Laws.
11. **Safety Measures**: - The contractor shall abide by all the directives of Directorate of Estates and statutory bodies for the purpose.
12. **Fire, Theft & safety**- The Lessee will have to take all safety and precautionary measures to avoid incidence of fire and theft etc., and will be totally responsible for the same. He will get Police verification [Police verification slip at the time of deployment and Complete & Final Police Verification Report within 30 days] of his staff members and forward the same to Officer –in– Charge within one month from the award of the lease. Lessee shall note that Directorate of Estates will not allow any staff member to work who does not possess necessary police verification.

Forwarding Letter

Date:

To

The Director,
Directorate of Estates,
Nirman Bhawan, New Delhi – 110011.

Dear Sir,

Subject :- Auction for allotment of shops at East Kidwai Nagar GPRA Complex, Local Shopping Centre, New Moti Bagh/ GRPA Complex- Deen Dayal Upadhayay Marg/ GPRA Complex- Tyagraj Nagar/ Government Residential-Cum-Commercial Complex at Mohammadpur, New Delhi on licence fee/lease basis.

1. This has reference to your auction notice for Allotment of Shops at East Kidwai Nagar GPRA Complex / Local Shopping Centre New Moti Bagh / GRPA Complex- Deen Dayal Upadhayay Marg / GPRA Complex- Tyagraj Nagar / Government Residential –Cum-Commercial Complex at Mohammadpur, New Delhi on licence fee/lease basis. I/We have examined the auction document and thoroughly understood the offer and specific terms & conditions.
2. I/we undertake to auction my/our proposal in conformity with the offer and the terms and conditions set out in the auction document. I/We confirm that the auction submitted by me/us is confirming and accepting to all the terms and conditions mentioned in the auction document.
3. I/We shall enclose receipt (acknowledgement receipt for payment of Rs. /- towards EMD) .
4. I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against me/us. Also I/We have not been suspended / delisted / blacklisted by any organization for any reason. I/We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
5. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I/we have no objection to DoE verifying any or all the information furnished in this document with the concerned authorities, if necessary.
6. I/We understand that DoE reserves the right to accept or reject any or all the auctions in full or in part without assigning any reason therefor.

Yours faithfully,

Name:

(Signature and Name of the authorized person of the firm/bidder with office seal)

Mobile No.

Email Id-

Annexure - IV

PROFILE OF PERSON/ ORGANIZATION

Profile of the Company/Agency:		
1.	Name & Address of the Person/ Bidders Organization with phone number, fax number, e-mail etc.	
2.	Registration/License no. of the firm, if applicable. (enclose copy of registration)	
3.	Complete Postal Address of Organization/Person	
General details		
4.	Name, designation and address of contact person with telephone/mobile number, etc.	
5.	Fax No.	
6.	Web site, if any	
7.	E – mail Id	
8.	Mobile No.	
9.	Permanent Account No. (PAN) of the Agency, issued by the Income Tax Authorities.	
Allied information		
10.	Please submit an Affidavit that no case is pending with the police/Legal proceedings in court of Law against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	

I/we certify that all the information furnished above is true to my knowledge. I/we have no objection to Directorate of Estates verifying any or all the information furnished in this document with the concerned authorities, if necessary. I/we also certify that I/we have understood all the terms and conditions indicated in the auction document and in agreeing for the same, I/we am/are signing this document as an individual/authorized signatory in the capacity of

Date: / /2024.

Place:

Signature:

Annexure-V

To
The Director,
Directorate of Estates,
Nirman Bhawan, New Delhi 110011.

Date :-

Dear Sir,

Subject: Undertaking for applying in the Un-reserved category.

I hereby undertake that, I don't belong to any of the reserved category and will not apply for the same

Yours faithfully,

Name:

Mobile no:

E mail:

UNDERTAKING

(To be executed by the Bidders on non-judicial stamp paper of Rs. 100/-duly notarized)

I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed contract of the Deputy Director of Estates [O&M], Directorate of Estates, Nirman Bhawan, New Delhi and shall abide by them.

I/We also undertake that I/We have understood "Parameters, Specifications/particulars along with terms and conditions for execution of letter of Award in pursuance to the e-Auction No....., Dated and shall conduct the work strictly with the requirement of Directorate of Estates.

I/We further undertake that the information furnished in this auction are true and correct in all respect and I/We hold the responsibility for the same.

I/We also undertake that the shop as stipulated in the Auction Document will only be run for the particular shop and I/We shall be responsible to adhere the for rejection/cancellation of contract in case, it is observed by the Directorate of Estates, New Delhi that some other business is being run or some other activity is being carried out, then I/We hold the responsibility for the same and accordingly, I/We authorize Directorate of Estates to take any action including Civil or Criminal against the firm.

I/We have not been blacklisted or debarred by any organization of Government of India before uploading of this Auction Document on the GeM Portal.

Place & Date:

Signature of the Bidder(s) with stamp of the firm/Individual

Annexure-VII**DECLARATION**

(To be executed by the Bidders on non-judicial stamp paper of Rs. 100/-duly notarized)

I/We _____, Son/ Daughter of Shri. _____
hereby declare that none of my/our relative is/are employed in Directorate of Estates. In case
at any stage, if the information found incorrect then, Directorate of Estates has the absolute
power to take any action as deemed fit without any prior intimation to me.

Place & Date:

Signature of the Bidder(s) with stamp of the firm/Individual

Annexure-VIII

BEFORE THE DIRECTOR OF ESTATES, DIRECTORATE OF ESTATES, GOVERNMENT OF INDIA,
NEW DELHI

(To be executed by the Bidders on non-judicial stamp paper of Rs. 100/-duly notarized)

AFFIDAVIT

Shri.....son.....aged.....years,
permanent resident of House No.....Place..... Police
station.....District.....state at present residing
at House No.....Police
station.....District.....
.....

I.....son/daughter
of.....do hereby solemnly affirm and declare that neither I nor any
other member of my family dependent upon me or on whom I am dependent nor any person
on my behalf has been allotted any other space by Government or any local body in Delhi or
New Delhi and NCR. I am not an employee of Central or any State Government or a local
body and I do not own and occupy any other space in Delhi or New Delhi or Faridabad.

My permanent residential address is as mentioned above.

VERIFICATION

DEPONENT

The above statement is correct to the best of my knowledge and belief
and nothing has been concealed there from.

Verified at New Delhi, this the.....dayof
year.....

DEPONENT

Annexure-IX

DRAFT LICENCE DEEDINSTRUCTION TO THE LICENCEE

- I. The contents of this page should be typed on non-judicial stamp paper worth Rs.100/- (Rupees Hundred only).
- II. Every page of the licence deed should be signed by the licensee at the bottom left and without giving date of signature.
- III. The description of the premises should be given in the schedule on page 5 in the following manner :- _____

This licence made this _____ day of ____ between the President of India (hereinafter called the Govt.) on the one part and ----- herein called the Licensee on the other end.

Whereas the Licensee(s) requested the Government to grant leave and licence to him/her/them in respect of the land and the premises belonging to the government and more particularly described in the Scheduled hereunder written (hereinafter called the said premises) and the government have agreed to do so upon the terms and condition herein after contained.

NOW IT IS HEREBY, MUTUALLY AGREED AS FOLLOWS :-

- (1) The licensee (s) shall be deemed to be bare licensee (s) having only a personal right in the said premises and nothing herein contained shall be deemed to be a demise at law of the premises or any part thereof so as to give the licensee (s) an interest thereof
- (2) The licence is purely temporary and the government reserves the right to revoke it at any time by giving three month notice without assigning any reason to the licensee (s) of their intention to do so.
- (3) In the event of allotment being accepted by execution of licence deed and payment of advance deposits mentioned in the allotment letters, the liability of the licensee (s) for payment of the licence fee shall commence from the eighth day of the date of issue of letter offering allotment of the premises.
- (4) (i) The licensee (s) shall deposit and keep deposited with the Directorate of Estates a sum equivalent to six months licence fee as security amount which is liable to be forfeited if any of the terms and condition herein is contravened or violated.

(II) The licensee (s) shall immediately pay six months licence fee in advance as security deposit. The licensee (s) shall pay every month in the office of the Directorate of Estate, New Delhi in advance before the 10th day of the month a licence fee of Rs. _____ for the use and occupation of the said premises or at such other rates to be fixed by the government from time to time which will have retrospective effect also if so specified. In the event of licence being revoked or determined, the licensee (s) shall pay a proportionate part of the licence fee at the rate in force including proportionate charges of electricity and water consumption for the fraction of the current month up to the date of such revocation or determination.

(III) The licensee (s) shall be liable to be ejected from the said land/shop here ditamonts and premises for default of payment of the licence fee or breach of any terms as provided hereinbefore.

(4) (A) If default (s) to pay the licence fee before the 10th day of month to which it relates, the licensee (s) shall pay interest which will form part of the licence fee/rent at the rate of 12% per annum or the rate fixed by the government from time to time on the arrears of licence fee from the 1st day of the month i.e. from the month in respect of which the default in payment takes place till date prior to the effective date of determination of the licence. In case of licensee (s) falls/fail to clear the arrears with interest as aforesaid before the effective date of determination of the cancel he/she/they shall also pay interest at the said rate on the damages (which are recoverable at the rate of 50% per month over and above the existing licence fee) from the effective date of determination of the licence till the clearance of all the dues in respect of the premises or till the vacation of the premises by the licensee (s) whichever is earlier.

(5) The licensee (s) shall with reference to the said premises under their occupation bear all charges for electricity and water consumption.

(6) The licensee (s) shall not carry out any addition or alterations to the said premises or to the building and/or any additional construction of the land/back courtyard then what has been permitted as aforesaid or electrical or sanitary installation in the said premises. If any additions or alternations or construction are required to by the licensee (s), a request to that effect may be made in writing to the Directorate of Estate who may consider the same on such terms and conditions as may be deemed appropriate. Where any such additions, construction etc, are ultimately carried out on payment of extra licence fee, the licensee (s) shall not be entitled to remove the same or to claim any compensation whatsoever in respect of the same at the item of vacation of the said premises.

(7) The licensee (s) shall make good any damage caused to the premises normal wear and tear being excepted. The decision of the Directorate of Estates on the question whether any damages is caused to the premises and what amount of compensations would make good such damages be final and binding on the parties hereto.

(8) The licensee (s) shall not permit the said premises or any part thereof being used by any other person for any purpose whatsoever without the previous consent in writing of the government and in default thereof shall be liable to vacate the premises. The licensee (s) shall not introduce any partner not shall he/she/they transfer possession of the premises or part thereof or otherwise carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate his/her interest in the premises.

(9) The said premises shall be maintained by the NBCC (India) Limited/ CPWD in accordance with normal public works department standards.

(10) The licensee (s) shall give at least three-month notice in writing for vacating the said premises, pay the arrears of licence fee, if any before vacating and in default render himself/herself/themselves liable to be used for recovery of arrears and necessary legal expenses. Similarly, the government shall be entitled to give him/her/them three-month notice to vacate the said premises.

(11) The Licensee (s) shall on revocation or termination of this licence hand over possession of the said premises to the government in as good condition as they were in at the date of the licence, normal wear and tear excepted.

(12) The licensee (s) shall vacate the said premises in-case he/she/they or any member of his/her/their family dependent upon him/her or them build/purchase his/her/their own or arrange for any other shop/flat on rent from any source whatsoever.

(13) If the licence fee hereby reserved or any part thereof shall at any time be in arrears of remain unpaid after the due date or if the licensee (s) at any time fall (s) or neglect (s) to perform or observe any of the terms and conditions and convent herein contained and on his/her/their part to be observed any performed them any in any such case the President of India may, without prejudice to his/her/them other rights by giving three month notice in writing to the licensee (s) determine the licence and enter upon the said premises or any part thereof in the name of the whole and this licensee (s) shall upon such determination peacefully give up possession of the said premises without any right to compensation whatsoever and

thereupon this licence shall absolutely determine without prejudice to any antecedent breach of terms and conditions and covenants on the part of the licensee(s)

14. This license shall stand ipso-facto determined, without any right to Compensation whatsoever to the licensee (s), in any of the following events, that is to say: -

(i) If the licensee(s) being an individual or if a firm, any partner in the licensee firm shall die, or at any time be adjudicated insolvent or shall have a receiving order Or order for administration of his/her estate made against him/her or shall take any Proceedings, for liquidation or composition under any insolvency act, for the time being in force or make any conveyance or assignment of his/her effects or enter into any arrangement for composition with his/her creditors to suspend payment or shall introduce a New Partner or shall change the constitution of the partnership or if the Firm be dissolved under the partnership act, or

(II) If the licensee(s) being a company shall pass a resolution or the court shall make an order for the liquidation or 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 or debenture holders to appoint a receiver or manager provided always that such determination shall not prejudice any right of action or remedy 'which shall he/we accrued or shall accrue thereafter to the Government.

15. The Licensee(s) shall make use of the said premises for business purposes only and in doing so shall keep the verandah in front- of the said premises, the compound and land or Bye-lane of the market clear, and he/she/they shall not Cause any obstruction or encroachment whatsoever in the verandah, the compound, lane, Bye- lane of the market under any circumstances. If at any time it come to the notice of the Government that verandah in front of the said premises or the compound or lane or bye-lane of the market is being used by an unauthorized person with the connivance of the licensee (s) or that the licensee (s) has/have put up any hoarding, Showcase, etc. stacked any goods in the verandah. Compound lane or bye-lane of the market, or is/are carrying on any activities in the verandah, compound, lane or bye-lane of the market) whose obstruct normal movement of customers or other licensee or which cause nuisance to other licensee (s) the Government shall be entitled forthwith to determine the licensee without assigning any reason and without. Service of notice to the licensees), and to claim damages at such rates as may be decided by the Government.

16. The allotment of the space is being made for a limited period of three years the Government shall, however, sympathetically consider renewal of the license for a further period of three years with a like term permitting further renewal if the licensee has not been in default of any terms of the license provided always That the total period of license together with renewed terms shall not in any case exceed 12 years and further that the renewal of the license, If any, shall be subject to increase, in the license fee as may be found reasonable by the Government and fulfillment by the licensee of such terms and conditions of the license as may be Prescribed by the Government from time to time.

17. The Government shall retain the right to use any unused FAR of the plot or area in which the shops/stalls are located as per the zonal plan/ local bye laws within the stipulated period of license. The underground rights of the plot will also vest with the Government.

18. The Government would have the Absolute right to terminate the license without payment of any compensation to the licensee.

19. Any notice to be given to the licensee under the terms of this license shall be considered to be duly served 'if the same shall have been affixed on the outer door or any other conspicuous part of the said premises.

20. Subject as herein before otherwise provided all notices to be given and all other actions to be taken on behalf of the Government may be given or taken on behalf of the Government by the Deputy Director of Estates or any officer for the time being entrusted with the functions, duties and powers of the said Deputy Director of Estates.

IN WITNESS WHEREOF DEPUTY DIRECTOR OF ESTATES GOVERNMENT OF INDIA ON BEHALF OF THE PRESIDENT OF INDIA AND THE LICENSEE (s)

Have here up to set their respective hands the day, month and year first above Written.

THE SCHEDULE ABOVE REFERRED TO

Shop No. and address

.

Area: -

signed for and on -behalf of President of India through' the Deputy * Director of Estates.

In the presence of

1 _____

2 _____

Deputy Director of Estates (Office & Market)
Government of India

Signed for and on behalf of the Licensee in the presence of:

1 _____

2 _____

Allottee of the shop

