

**ESTATE-I DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI**

**PUBLIC NOTICE**

The public is hereby informed that New Delhi Municipal Council (NDMC) announces e-auction of licensing rights of following office spaces/shops etc.:-

No.	Property Description and Address	Approximate Covered Area (sq. ft.)	Reserve Price (Rs. /month)	Permissible use	Reserve Category
<b>Office Spaces and Shops in Palika Bhawan, R. K. Puram</b>					
1.	Shop No. M - 18	195.00	21,450	Licensable	Unreserved
2.	Shop No. M - 31	195.00	21,450	Licensable	Unreserved
3.	Shop No. M - 42	195.00	21,450	Licensable	Unreserved
4.	Shop No. M - 52	199.49	21,944	Licensable	Unreserved
5.	Shop No. M - 08	95.00	11,400	Licensable	Disable
6.	Shop No. G - 15	195.00	35,100	Licensable	Unreserved
7.	Office Space in 2nd Floor	1,908.00	1,90,800	Office space	Unreserved
<b>Office Spaces and Shops in Palika Place, R. K. Ashram Marg</b>					
8.	Shop No. UG-19	78.00	5,850	Licensable	Unreserved
9.	Shop No. LG-57	54.27	2,443	Licensable	SC
10.	Office Space, 2nd Floor, No. 35	517.77	31,067	Office space	Unreserved
11.	Office Space, 2nd Floor, No. 39	517.77	31,067	Office space	Unreserved
12.	Office Space, 2nd Floor, No. 40	517.77	31,067	Office space	Unreserved
13.	Shop No. UG-40	25.61	1,025	Licensable	Unreserved
<b>Shops in AIIMS Subway</b>					
14.	Shop No. 1C	98.00	44,100	Licensable	ST
15.	Shop No. 1B	61.00	27,450	Licensable	Unreserved
16.	Shop No. 1A	94.00	42,300	Licensable	SC
17.	Shop No. 16A	117.00	52,650	Licensable	(Not for public) Reserved for Govt. (Amrut pharmacy)
18.	Shop No. 16B	61.00	27,450	Licensable	Ex-Serviceman
19.	Shop No. 16C	118.00	53,100	Licensable	Unreserved
20.	Shop No. 9A	104.00	46,800	Licensable	Unreserved
21.	Shop No. 9B	101.00	45,450	Licensable	Unreserved
22.	Shop No. 9C	104.00	46,800	Licensable	SC
<b>Shop in North West Moti Bagh</b>					
23.	Shop No. 4	128.00	19,200	Licensable	Unreserved

Earnest Money Deposit (EMD)	Equivalent to 8 times of Reserve Price for a month against each unit separately
Mode of payment of EMD	Online- details of bank account available at TCIL's website
Last date and time for submission of EMD	20.02.2019 upto 3.00 p.m.
Last date, time and place for submission of copies of PAN Card /GST, alongwith the returns for the last three years	20.02.2019 upto 3.00 p.m. Sealed box in the office of Accounts Officer (Estate-I), Room No. 5010, 5 <sup>th</sup> Floor, Palika Kendra, Sansad Marg, New Delhi
Date, time and place for training by Telecommunications Consultants India Limited (TCIL) to Participants who submitted EMD	22.02.2019 from 2.00 p.m. onwards Convention Centre, NDCC Phase-II, Sansad Marg, New Delhi
Forward e-auction on TCIL's website	From 25.02.2019 to 01.03.2019 as per schedule available on TCIL's website

The participants can participate in the e-auction after registering themselves on TCIL electronic tendering system, web portal url: <https://www.tcil-india-electronictender.com>

The schedule, terms & conditions, draft licence deed and other details regarding e-auction of licensing rights of following office spaces/shops etc. are available on TCIL website <https://www.tcil-india-electronictender.com> and also on NDMC website [www.ndmc.gov.in](http://www.ndmc.gov.in)

**Jt. Director(Estate-I)**

*AHoted*

**Terms and Conditions**

- i. The public premises will be licensed for ten (10) years from the date of commencement of license deed i.e. the date of taking of possession of public premises on '**AS IS WHERE IS BASIS**' by the licensee from licensor i.e. New Delhi Municipal Council (NDMC). The licensee after taking formal occupation of the licensed public premises shall not contest thereafter that the licensed public premises is not complete in any respect whatsoever. If any change, internal renovation, additions/alterations are necessary, the licensee shall do the same at his own cost after obtaining prior written permission of the licensor and the liabilities for the payment of licence fee shall not be affected.
- ii. Any legal entity, which has legal capacity to (i) enter into agreement, (ii) assume obligations, (iii) incur and pay debts, (iv) sue and be sued in its own right, and (v) to be accountable for illegal activities, is eligible to participate in the e-Auction.
- iii. The Licensor (i.e. New Delhi Municipal Council) reserve the right to reject any or all the e-bidders/bids without assigning any reasons. The details of shops, office spaces, kiosks to be e-auctioned is given at **Annexure-I of Annexure-5** alongwith their(a) location, (b) covered area, (c) monthly reserve price, and (d) use of such shop/office spaces/kiosks.
- iv. The allotment will be made to the highest e-bidder in e-auction on licence fee payment basis for a period of maximum 10 years.
- v. All the participants who desire to participate in the e-auction, have to deposit an earnest money deposit (EMD) equivalent to eight times of reserve price for a month as indicated in **Annexure-I of Annexure-5 against** each unit into the bank account of NDMC separately for each unit through online payment mode through RTGS/NEFT/IMPS as per details mentioned below. NDMC then allow only such participants who had deposited EMD in advance prior to date of conduction of e-auction:-

**ALLOCATION OF DYNAMIC BENEFICIARY ACCOUNT NUMBERS FOR AUCTION OF SHOPS ETC. IN RESPECT OF EACH PROPERTY**

<b>SL. No.</b>	<b>DYNAMIC A/C NO.</b>	<b>LOCATION</b>
1	03510832805	Shop No. M – 18, Palika Bhawan, R. K. Puram
2	03510832806	Shop No. M – 31, Palika Bhawan, R. K. Puram
3	03510832807	Shop No. M – 42, Palika Bhawan, R. K. Puram
4	03510832808	Shop No. M – 52, Palika Bhawan, R. K. Puram

5	03510832809	Shop No. M – 08,Palika Bhawan, R. K. Puram
6	03510832810	Shop No. G – 15,Palika Bhawan, R. K. Puram
7	03510832811	Office Space in 2nd Floor,Palika Bhawan, R. K. Puram
8	03510832812	Shop No. UG-19,Palika Place, R. K. Ashram Marg
9	03510832813	Shop No. LG-57,Palika Place, R. K. Ashram Marg
10	03510832814	Office Space, 2nd Floor, No. 35,Palika Place, R. K. Ashram Marg
11	03510832815	Office Space, 2nd Floor, No. 39,Palika Place, R. K. Ashram Marg
12	03510832816	Office Space, 2nd Floor, No. 40,Palika Place, R. K. Ashram Marg
13	03510832817	Shop No. UG-40,Palika Place, R. K. Ashram Marg
14	03510832818	Shop No. 1C,AIIMS Subway
15	03510832819	Shop No. 1B,AIIMS Subway
16	03510832820	Shop No. 1A,AIIMS Subway
17	03510832821	Shop No. 16A,AIIMS Subway
18	03510832822	Shop No. 16B,AIIMS Subway
19	03510832823	Shop No. 16C,AIIMS Subway
20	03510832824	Shop No. 9A,AIIMS Subway
21	03510832825	Shop No. 9B,AIIMS Subway
22	03510832826	Shop No. 9C,AIIMS Subway
23	03510832827	Shop No. 4,North West Moti Bagh

The bank details are as under:

Bank Name: Axis BGank  
IFSC : UTIB0CCH274 (fifth character is 'zero')  
Branch: Centralized Collection Hub  
Beneficiary name: New Delhi Municipal Council

The prospective bidder will furnish PAN Number/GST Number issued by Income Tax/Service Tax Department alongwith returns for the last three years. Hard copies of these documents shall be dropped by prospective bidder in a sealed box to be kept in the Office of A.O.(Estate-I) at Room No. 5010, 5<sup>th</sup> floor, Palika Kendra, New Delhi.

The successful bidder has to deposit the advance licence fee and the security deposit etc. within 7 days from the date of issue of letter of award to the successful bidder. It is clarified that not more than one public premises will be allotted to on participant

and in case a participant is declared successful bidder in case of more than one public premises, then such participant's bid will be declared invalid and his EMD will be forfeited in all such cases. If any, allotted under this e-auction process to such applicant will be terminated *void-ab-initio*.

- vi. The earnest money (EMD) shall be forfeited in favour of the NDMC 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 licence or fail to comply with any of the terms and conditions and any of the formalities of the licence within the period as stipulated in conditions 7 and 8 below and the allotment in such shall be deemed terminated. In case of forfeiture of EMD, the applicant will be blacklisted for a period of three years.
- vii. The successful e-bidder will be required to deposit equal to eight (8) months of quoted licence fee as interest free security deposit and three (3) months' of quoted licence fee as advance licence fee to NDMC. The interest free security deposit and three months' advance licence fee shall be accepted only through online payment mode through RTGS/NEFT/IMPS into NDMC bank accounts as per details given in para 5 of the terms & conditions, within a period of 15 days of the receipt of the intimation of acceptance of his offer towards the fulfillment of the contractual obligations. The earnest money deposited by the successful e-bidder alongwith the bid will be adjusted towards the security deposited.
- viii. The successful e-bidder will execute a licence deed on a non-judicial stamp paper of Rs.100/- within a period of 15 days from the date of depositing the security deposit alongwith three months advance licence fee to Licensor, in the proforma prescribed by the Licensor. The licensee shall take the possession of the shop/office space/kiosk from the licensor within 30 days from the date of execution of licence deed.
- ix. The terms and conditions of the licence are given in the attached licence deed (Annexure -II of Annexure-5) in detail, and it is the responsibility of the e-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 Licence Deed shall have superseding effect.
- x. In case of termination, Licensor shall enter into the public premises, and in the event of the Licensee not surrendering the vacant possession of the public premises within the stipulated period under this deed in a peaceful manner the licensee shall render itself liable for action for eviction under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 and recovery of dues, disconnection of electricity, water and other utilities/services, sealing the premises and any other action(s) as deemed fit by the licensor.
- xi. At the time of commencement of licence deed, the licence fee deposited in advance will be adjusted towards the monthly licence fee and after adjustment of the said licence fee, the licensee shall pay the licence fee in advance by the 10<sup>th</sup> of each English Calendar month at the latest.

- xii. **Non-payment of the licence fee within the prescribed period will constitute breach of the terms of licence and shall render the licence liable to be terminated. In case of default in payment of the licence fee for any reason, what-so-ever, shall be liable to pay to the licensor monthly compounding interest for the period of default @ 15% per annum on amount of licence fee and any other dues including interests, the payment of which has been so defaulted. The interest on defaulted amounts shall be payable for full month irrespective of the fact whether default so committed is for the part of the month. Non-payment of the licence fee for a period of six months will lead to termination of licence deed.**
  
- xiii. **In case of licensable trades, operations should only be started after getting appropriate licence, such as health license from the competent authority. However, licence fee will be charged from the date of taking the possession of the premises irrespective of whether such premises is put to usage or not.**
  
- xiv. **The licensee shall use the public premises for the permitted use of it. In case of shop/kiosk, the licensee shall run the shop/kiosk himself or through his/her spouse, parents and children only. No other relative or any other person will be allowed to run the shop/kiosk without obtaining the prior permission in writing from the licensor, and if at any time shop/kiosk is found running by some person other than the licensee or his/her spouse, parents and children or person allowed by the licensor, then such case will be treated as sub-letting, and the licence will be terminated automatically in such scenario. Licensor will take all necessary action, as deemed fit by it, in such scenario. Same is the case for office premises i.e. office premises is to be used by the successful applicant for its own purpose.**
  
- xv. **Save as provided in the licence deed and terms and conditions of e-auction, the licensee during the tenure of this license shall not sublet/transfer/assign or part with the public premises or any portion thereof permanently or temporarily to anybody else nor shall be allowed to take any person/persons to occupy the public premises or to use any part thereof save with the prior permission in writing of the licensor.**
  
- xvi. **The licensee 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 New Delhi Municipal Council Act, 1994 (44 of 1994) and the rules, regulations, bye-laws, orders, etc. made under them, as amended from time to time.**
  
- xvii. **The prospective e-Auctioneers/bidders should not have been debarred/ blacklisted by any Government/ Public sector undertaking / Local Bodies or any other statutory authority and the successful bidder has to furnish an affidavit in this regard.**

- xviii. The prospective bidder should furnish PAN Number/GST Number issued by Income Tax Department alongwith returns for the last three years.
- xix. The enhancement in licence fee will be @ 10% per annum in the case of shops/kiosks etc. as per policy of NDMC with permissible licensable trade. The enhancement will be @ 10% per annum in case of office space as per policy of NDMC from time to time. If the bidder opt for non-licensable trade the enhancement will be @ 10% biennially. The use of the public premises, change of trade, transfer, damages on termination, interest on delayed payment, sealing and de-sealing of public premises, security deposit and other conditions shall be as per the provisions contained in the policy of NDMC circulated vide circular dated 16.8.2016, annexed at **Annexure- 1**.
- xx. Upon the expiry of licence period, renewal will not be allowed. Public premises will be reverted back to NDMC free from any encumbrances, after expiry of licence period with efflux of time.
- xxi. The licensee shall himself/itself occupy and use the public premises only for the use/purpose for which it is being licensed by NDMC and use the public Premises himself read with para 14 above. In case of shop, however, the licensee can apply for change of trade in accordance with the policy of NDMC in that regard.
- xxii. The final authority to accept or reject any bid will be the Competent Authority under the NDMC Act, 1994.
- xxiii. The other terms and conditions of the licence deed have to be executed by the successful bidder as per licence deed which is annexed as **Annexure II of Annexure-5**.
- xxiv. Reservation of public premises for SC, ST and PH categories will be as per the policy approved by Council – **Annexure-III of Annexure-5**.

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Annexure-III

ESTATE-I DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI

CHAPTER: 1

License Deed

Licence Deed No. \_\_\_\_\_ of Year \_\_\_\_\_

This License Deed is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi between:

New Delhi Municipal Council (NDMC), established under the NDMC Act 1994, having its office at Palika Kendra, Sansad Marg, New Delhi-110 001 (hereinafter called the 'licensor' which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, assignees and nominees), being party of the **First Part**.

AND

\_\_\_\_\_ (hereinafter called the 'licensee' which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executives, successors, administrative assignees through its Authorized Signatory \_\_\_\_\_, who is/are duly authorized to execute this deed) being party of the **Second Part**.

WHEREAS

The Licensor owns and is in possession of public premises known as \_\_\_\_\_ situated at New Delhi (hereinafter called the public premises).

Licensor has agreed to provide to the Licensee, the Licensing Rights of said public premises (pre identified by NDMC on the basis of highest bid received through e-auction) on "**AS IS WHERE IS BASIS**", on payment of License Fee and other charges to NDMC on the terms and conditions hereunder contained in this License Deed.

The NDMC has agreed to grant License for use of said public premises with covered area measuring \_\_\_\_\_ at Rs. \_\_\_\_\_ per month to the licensee \_\_\_\_\_ New Delhi particularly described in the first schedule