

DELHI DEVELOPMENT AUTHORITY

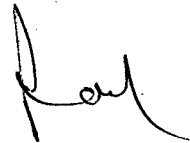
TENDER DOCUMENT FOR E-AUCTION

OF

BUILT UP SHOPS/OFFICES/KIOSKS/STALL

June, 2019

Complete e-auction documents are available on e-auction website www.tenderwizard.com/DDAAUCTION) and DDA Website www.dda.org.in. Corrigendum, if any, shall only be available on above websites).



Scheduled of Bidding Process
E-Auction of Shops/Offices/Stalls/Thadas

1	Reserve Price	As per Annexure-I
2	Start date of online registration for participating in e-auction on www.tenderwizard.com/DDAAUCTION	Date : 03.06.2019
3	Earnest Money Deposit.	25% of the Reserve Price for each Unit as Earnest Money.
4	Last date for online submission of mandatory documents with EMD	Date : 21.06.2019 up to 6.00 P.M.
5	List of mandatory documents to be uploaded on the portal at the time of request along with EMD.	The bidder is required to attach the identity proof and address proof with E-auction Form online
6	Cost of offer documents	Free of cost
7	Help desk operation for training and information on e-auction	Date: 03.06.2019 onwards from 11.00 A.M.to 5.00 P.M. (on all working days)
8	Date of online bidding under this e-auction	28.06.2019 (Sl No. 1 to 37 as per annexure - I) (10:00 AM To 01:00 PM)

(Any change in above schedule will be notified only on DDA Website www.dda.org.in and e-auction website www.tenderwizard.com/DDAAUCTION).

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TERMS AND CONDITIONS OF E-AUCTION FOR ALLOTMENT OF BUILT-UP SHOP/OFFICE/KIOSK, ON FREE HOLD BASIS UNDER THE DELHI DEVELOPMENT AUTHORITY (MANAGEMENT DISPOSAL OF HOUSING ESTATE) REGULATIONS, 1968.

1. Allotment

1. Any person/company/partnership firm etc. except a minor may bid for the allotment of built-up shop/kiosk/office/Thadas.
2. No change in name of the bidder will be allowed under any circumstances.
3. The bidder shall be required to submit 25% of the Reserve Price as Earnest Money per Unit in the form of online payment on the e-auctioning portal at the time of request. Separate Bid has to be quoted for each site and separate Earnest Money has to be submitted for each site.
4. Please note that the difference amount of quoted price (H1 Bid) and Reserve Price as EMD i.e. (25% of the Quoted Price-25% of the Reserve Price) will have to be deposited by the successful Bidder within 7 days from the Date of issue of LOI through online payment on the e-auctioning portal, failing which the EMD will be forfeited and the work awarded will be cancelled.

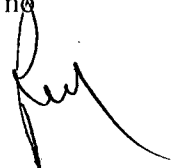
2. E-auctioning & Submission of Documents.

1. The officer conducting the e-auctions/Director(CE) may without assigning any reasons may withdraw all or any of the shop/kiosk/office/ Thadas from the bid at any stage i.e. before handing over possession of the unit. The bid shall be for the office/built-up units, being sold on 'as is where is basis'. It is presumed that the bidder has inspected the property before giving his bid. However, if there is any increase/decrease of the actual area of the unit, the bidder will be liable to pay pro rata additional premium in case of increase in area and in case of decrease in the area, refund will be made by DDA on pro rata basis.
2. The person after submission of bid shall not be permitted to withdraw, surrender or modify his bid on any ground whatsoever. If he withdraws or surrenders the bid, the entire amount of earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to DDA.
3. In case of married person the bid can be accepted in the joint name of husband and wife also.
4. The Officer conducting the e-auctions/Director (CE) shall normally accept the highest bid subject to confirmation by the competent authority provided the highest bid is above the reserve price and is accompanied by the payment of 25% of Reserve Price as Earnest Money in favor of DDA.
5. The officer conducting the e-auctions/Director (CE) may for reasons to be recorded in writing recommend to the competent authority for the rejection of any bid including the highest bid.

6. The confirmation of the highest bid shall be the sole discretion of the Competent Authority who does not bind himself to confirm the highest bid and reserves to himself the right to reject all or any of the bids without assigning any reason even if the highest bid is above the reserve price.
7. If the bid is not accepted the Earnest Money will be refunded to the bidder without any interest.
8. The demand-cum-allotment letter would be sent to the successful bidder immediately after the bid is accepted by the competent authority. The highest bidder shall make payment of balance 75% of the amount demanded vide demand cum allotment letter referred to above within 90 days from the date of issue of demand letter by Bank Draft/Pay Order/NEFT/RTGS payable at Vikas Sadan, INA, New Delhi branches of Central Bank of India/State Bank of India shall submit a copy of the bank challan to Dy. Director(CE). The Competent Authority may, in his absolute discretion, extend the last date of payment up to a maximum period of 180 days beyond the last date for payment with reference to the date of issue of demand letter subject to payment of interest on the balance amount at rate of 18% per annum where the delay does not exceed by 90 days and at the rate of 25% per annum where the delay exceeds 90 days provided that bidder/auctioneer has applied to the Competent Authority for grant of extension of payment within 20 days from the date of issue of the demand letter.
9. Facilitation charges will be paid per Shop/Office/Kiosk/Thada by the successful bidder to the e-auctioning agency engaged by DDA at the following rates:-

Sl No.	Particulars	Charges (Per Shop/Office/Kiosk/Thada)
1	e-auction value from Zero to 10 Crore	0.95% of awarded value as per the final bid of auction
2	e-auction value from more than 10 Crore to 25 Crore	0.90% of awarded value as per the final bid of auction. Min. Cap-Rs. 10,00,000/- Max. Cap – Rs. 20,00,000/-
3	e-auction value for more than 25 Crore	Participation fee Rs. 22,50,000/- payable by successful bidder.

NOTE: Above mentioned payment + GST (As applicable) is to be made through online mode within 3 days of issue of LOI (Letter of Intimation), failing which no Demand Letter of the shops will be issued to the successful bidder.



10. Four copies of proposed conveyance deed will be supplied to the successful bidder along with the demand letter as described above. The Earnest Money shall stand forfeited and the bidder shall not be liable to any compensation whatsoever if the allottee fails to submit conveyance deed within a period of 3 months from the date of issue of the conveyance deed from the office of Deputy Director (CE). It shall be the sole responsibility of the bidder to submit stamped C.D. papers duly stamped before issue of the possession letter to him. The possession letter will be issued only after submission of the same to the Deputy Director(CE). After taking possession, the successful bidder is required to intimate the date of taking over the physical possession to execute the conveyance deed before the Asstt. Director(CE). In case the execution of conveyance deed is not completed within a period of 3 months from the date of issue of the possession letter from the office of Dy. Director(CE), on account of any lapse on the part of the bidder it will amount to violation of terms and conditions and action including cancellation of unit will be taken.

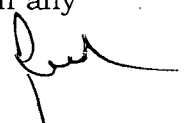
11. In case the highest bidder fails to pay balance 75% of amount of the bid amount within 90 days from the date of issue of demand letter or within such extended period if any granted by Competent Authority on his written application, the bids shall stand cancelled and the earnest money forfeited. In that eventuality the Competent Authority shall be competent to re-bid the shop.

12. Within 10 days from the date of making the payment indicated in clause 2(8) above the highest bidder shall appear before the Dy. Director(CE) in his office in person or through authorized representative along with terms and conditions of bid duly typed on a non-judicial stamp paper worth Rs.10/- signed by bidder and duly attested by the notary public. Specimen signature of individual or combined as case may be duly attested by notary public/gazatted officer and 4 passport size joint photo one of which should be attested by gazetted officer and conveyance deed paper duly stamped by collector of stamps and any other documents indicated in the demand letter. On submission of the above documents, the possession letter will be issued same day and the same can also be collected in person by Bidder on the same day. The possession letter so issued shall carry the date by which the physical possession of the unit will be handed over to the bidder at site. For non-production of proof of the payment of balance 75% of premium in time as stipulated above clause 2(vii) the bid is liable to be cancelled and the earnest money shall be forfeited.

13. The successful bidder/allottee who does not appear before the Deputy/Director (CE) as per clause (xi) above and does not take the possession of the shop as per the date and time indicated in the possession letter shall be charged the following penalties:-

For shops/Offices	Rs. 1,000/- p.m.
For stall/kiosk/Thadas	Rs. 500/- p.m.

14. In case shop already stand allotted to someone earlier, the bidder will be accommodated by offering another shop in the same locality/area, if available failing which the amount deposited by the bidder will be refunded and no request to make another allotment of shop will be considered on any ground whatsoever.

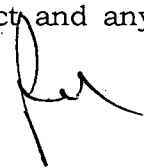


MAINTENANCE CHARGE

1. In addition to the price of the unit the highest bidder/allottee shall pay maintenance charge for the price allotted/purchased by him at such final rate as may be determined and communicated with effect from the date of taking over possession. Till the services of shopping center are handed over to MCD. The amount of maintenance charges is payable in advance for each year and the bidder is required to submit proof of payment of maintenance charges at the beginning of the year.
2. An interest of 18% per annum of such rate as the DDA may in its absolute discretion decide from time to time is recoverable on any delay in payment of maintenance charges subject to the condition that full fortnight of month as the case may; be and not any; fraction thereof shall be taken for delayed payment of maintenance charges.

CONVEYANCE DEED AND OTHER CONDITION THEREOF


1. The terms and conditions of the conveyance deed are contained in the enclosed conveyance deed formats. The successful bidder/purchaser shall deemed to have agreed to all the terms and conditions contained therein. The bidder shall execute the conveyance deed in the said form within 3 months of the issue of the possession letter, or as and when called upon to do so by the DDA.
2. All expenditure in respect of electricity and water connection etc. and payment of all property tax, electricity and water bills shall be incurred by the lessee.
3. That the allottee shall not cause or permit to be cause any damage to the shop including joint walls under any circumstances and the allottee shall not make any addition or alterations to the existing structure nor shall any structure be allowed to be constructed on the roof the shop or any adjoining area, shutters etc. as provided by DDA shall not be disturbed.
4. The shop will not be used for any repair or manufacturing work or any non-confirming use as defined in the master plan for Delhi. Unless otherwise specified, units, are for general commercial use.
5. That the allottees shall not keep any animal or conveyance in or outside the shop.
6. That allottee shall keep the shop neat and clean and shall not employ or permit to employ or to allow to enter into the said shop any person suffering from any contagious and loathsome disease which may effect the neighbors or the passerby.
7. That allottee shall faithfully follow and abide by all the provisions of the Delhi Municipal Corporation Act, bye laws and rules and regulations made there under and the provisions of the Delhi Shop and Estt. Act and any other law for the time being enforce.



8. That the allottee shall be liable to pay dues, taxes, charges and all assessments as arrears of land revenue.
9. All dues payable to the lessor/DDA in respect of the shop shall be recoverable as arrears of land revenue.
10. If the allotment of the unit is obtained by any misstatement or fraud, the possession of the shop will be taken over by the DDA and allottee will not be entitled to claim any compensation or refund thereof.
11. The verandah in front of the shop is meant for public circulation and the allottee shall not encroach upon the verandah or any other area. Only the area of shop specifically indicated at the time of bid shall be used by the allottee.
12. The successful bidder/allottee shall return the conveyance deed papers duly stamped from the collector of stamps before possession letter is handed over.
13. The terms and conditions of the bid shall be strictly followed by the successful bidder/purchaser and in case there is any breach of the terms and conditions of the bid or the conveyance the allotment shall stand cancelled. The orders of V.C./DDA in this respect of the interpretation of any conditions of the bid and of the conveyance shall be final and binding and shall not be called in action in any proceedings.
14. The successful bidder allottee shall abide by the terms and conditions of the free hold property as imposed from time to time. The orders of VC/DDA in this respect of the interpretation of any of terms and conditions of the bid or conveyance shall be final and binding and shall not be called in action in any proceedings.

Cost and Transfer Duties.

1. The cost and expenses of preparation stamping and registration of conveyance deed and its copies and other incidental expenses will be paid by the purchaser/allottee. He/She shall also pay the duty on transfer of immovable property levied by the MCD or any other duty or charges as may be levied by any other authority.
2. For violation/breach of any of the terms and conditions as aforesaid the allotments is liable to be cancelled. In that case the purchaser/allottee shall also not be entitled to any compensation or to the return of any premium to him.



Note:-

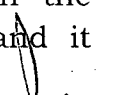
1. I/We have read and understood the terms and conditions of the bid for allotment of the built-up units/shops as detailed above as individual and/or on behalf of firm/company undertake to abide by the same unconditionally.

Signature of the Bidder/Authorized person
on behalf of the applicant/firm/company and etc..

Date :-

Place :-

Technical Terms and Conditions of Online e-auction

1. Prospective bidders shall ensure this process before participating in e-auction.
 - a) Participants have to get themselves registered on the e-Auction portal i.e. www.tenderwizard.com/DDAAUCTION by making a payment for Rs. 2000/- + GST. Help is provided to the prospective bidders of registration at DDA Help Desk, Vikas Sadan, INA, New Delhi and the Tender Wizard Helpdesk, C-62, 2nd Floor, Preet Vihar, Opp. to Metro Pillar No.79, New Delhi-110092, Contact No.8800991846, 8800378610, Participants shall have a valid Class III Digital Signatures Certificate (DSC) issued by any of the certifying authority. Help is provided to prospective bidders for procuring digital signatures at the help desk mentioned as above, if they so desire.
 - b) Participants shall safely keep their User ID and Password, which will be issued by the online service provided upon registration, and which is necessary for e-biding.
 - c) Bidders are advised to change the password immediately on receipt from the e-auctioning portal.
 - d) Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
 - e) Vendors should not use the same generated NEFT challan for multiple payments.
 - f) Vendors should make only one single payment for the respective auctions and do not use multiple payments for the same auction.
 - g) Vendors should update the correct Account Number details in their profile for Refund process. If any discrepancy in the account number, Refund transactions will get rejected and it takes around 10-15 days to get refund
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Time Extension:


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

2. **Training and Assistance Booth for the prospective Bidders:** For facility of the prospective bidders, a Help-Desk has been set up at Nagrik Suvidha Kendra, DDA Office, D-Block, Vikas Sadan, INA, New Delhi-23. Prospective bidders can get the required training and information on e-auctioning process on working days during working hours.
3. Bids: Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
4. E-auction will start and end as per schedule in mentioned in offer document. The bid for e-auction shall start with minimum one increment above the reserve price. Increment of rate in e-auction shall be Rs.1000/- (minimum increment value) or multiple thereof. The bidders shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the DDA/Service provider. Hence, bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

Note of caution for the Bidders: Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment for submitting their bids.

ANNEXURE: I
DETAILS OF CE PROPERTIES TO BE DISPOSED BY AUCTION

				VACANT SHOP S/STALLS FOR GENERAL CATEGORY (E-AUCTION)															
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SL.No. Zone Wise	Loc alty / Sho p No.	Category	Sec.	Pkt	Blk	Plinth Area of the Shop (in sq.mtr .)	Me zzn . Flo r (in sq. mtr .)	Covered Balcony atached Verndha	Cou rt Yar d (in sq. mtr .)	T o t a l a r e a o f S h o p	Use	Floor	Total cost (Land cost as per GNCTD + Cost of Constru ction by adding 10% P.A. till date (Reserve Price)
Zone : West Zone													
Locality: Paschim Vihar													
CSC Hindustan CHBS, Paschim Vihar Site-II													
1	2	D				60.52			21.78	71.41	Shop	Ground Floor	Rs.2,51,32,771/-
2	33	D				10.1					Shop	Ground Floor	Rs.31,82,904/-
CSC at Berochi Dus, Paschim Vihar													
3	10	D				19.58					Shop	Ground Floor	Rs.59,48,313/-
4	11	D				14.01					Shop	Ground Floor	Rs.42,56,180/-
CSC at Paschim Vihar, Block-A4 Near SB Mills CGHS													
5	19	D				13.12			7.11		Shop	Ground Floor	Rs.57,56,949/-
Locality: Janakpuri													
CSC at Janakpuri Block-A-2													
6	3	D				16.75					Shop		Rs.53,56,547/-
7	8	D				19.73					Shop		Rs.63,09,532/-
Locality:Rohini													
CSC No.5 at Sector-14 Rohini													
8	10	E				94.62			16.9		Shop	Ground Floor	Rs.1,86,75,315/-
9	23	E				22.8					Shop	Ground Floor	Rs.39,11,045/-
CSC NO.2, Sector-11, Rohini													
10	19	E				7.89			4.8		Shop	Ground Floor	Rs.2,19,0340/-
Locality:Madangir													
LSC at Madangir													
11	37	F				24.22					Shop	First Floor	Rs.37.39.825/-
Locality:Jahagiripuri													
CSC at 656 MIG Houses at Jahagiripuri													
12	3	G				11.19					Shop		Rs.13,89,229/-
Locality:Ashok Vihar													

CSC at Ashok Vihar, Phase-IV, Block-B&C													
13	6	D									Shop	Ground Floor	Rs. 1,12,89,423/-
14	14	D									Shop	Ground Floor	Rs. 59,91,523/-
Locality: Tikri Kalan													
Tikri Kalan in Group-1, Zone-A													
15	6	H									Shop		Rs. 12,14,346/-
Locality: Jagriti Enclave													
CSC at Jagriti Enclave CHBS Zone 10-11													
16	7	D									Shop	Ground Floor	Rs. 31,22,143/-
17	12	D									Shop	Ground Floor	Rs. 36,04,653/-
18	1	D									Office	First Floor	Rs. 2,24,54,166/-
CSC at Trilokpuri/Himmatpuri													
CSC at Trilokpuri/Himmatpuri, Block-36(Indira Market)													
19	1	G									Stall	Ground Floor	Rs. 6,30,304/-
20	2	G									Stall	Ground Floor	Rs. 6,30,304/-
21	5	G									Stall	Ground Floor	Rs. 6,30,304/-
22	7	G									Stall	Ground Floor	Rs. 6,30,304/-
23	8	G									Stall	Ground Floor	Rs. 6,30,304/-
24	9	G									Stall	Ground Floor	Rs. 6,30,304/-
25	13	G									Stall	Ground Floor	Rs. 6,30,304/-
26	14	G									Stall	Ground Floor	Rs. 6,30,304/-
27	50	G									Stall	Ground Floor	Rs. 6,30,304/-
28	78	G									Stall	Ground Floor	Rs. 6,30,304/-
29	92	G									Stall	Ground Floor	Rs. 6,30,304/-
30	143	G									Stall	Ground Floor	Rs. 6,30,304/-
31	147	G									Stall	Ground Floor	Rs. 6,30,304/-
32	155	G									Stall	Ground Floor	Rs. 6,30,304/-
33	162	G									Stall	Ground Floor	Rs. 6,30,304/-

34	172	G				6					Stall	Ground Floor	Rs. 6,30,304 /-
35	176	G				6					Stall	Ground Floor	Rs. 6,30,304 /-
36	177	G				6					Stall	Ground Floor	Rs. 6,30,304 /-
37	179	G				6					Stall	Ground Floor	Rs. 6,30,304 /-

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