



**SOUTH DELHI MUNICIPAL CORPORATION
LAND & ESTATE DEPARTMENT**

Dr. Shyama Prasad Mukherjee Civic Centre (7th Floor),
Jawaharlal Nehru Marg, New Delhi-110002. Ph. No. 011-2322-5710

**OPEN E-TENDER OF VACANT SHOPS/STALLS/PROPERTIES OF SDMC ON LICENSE BASIS
UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION".**

e-TENDER NOTICE


No: SO/L&E /Tender-02/2020-21/SDMC/NIT/D- 102.

Dated : 25/06/2021

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for license of Shops/properties of SDMC in two bid system (Technical and Financial), for a period of **Ten Years which is further extendable for a period of 5 years subject to satisfaction of SDMC on "As is where is Basis"**. The bidder can bid for **1 (One) or maximum 2 (Two) Shops/Stalls/Properties of SDMC as per the eligibility conditions mentioned in clause 3 of e-tender document. The Shops/Stalls/Properties.** The details of the Shops/Stalls/Properties is mentioned in **Annexure "1"** of the e-Tender document.

The eligible bidder may submit their bid by scanning the requisite essential documents for eligibility as per the details mentioned in Clause No. 3 and requisite tender fee and EMD through Pay Order/Demand Draft in favour of Commissioner, SDMC through online portal www.etenders.gov.in. The eligible bidder is required to submit original demand drafts towards Tender Fee and EMD in original in the department in a sealed envelope as per the schedule mentioned in Data Sheet at Page No.2 of this e-tender document.

Prospective bidders are advised to regularly scan through SDMC website www.mcdonline.nic.in and www.etenders.gov.in as corrigendum/amendments/clarification/reply to pre-bid query (if any), will be notified on the official website and no separate advertisement/communication in any other form will be made for this purpose. Any bid not accompanied with the e-Tender fee and EMD shall be summarily rejected.


Section Officer (L&E Deptt.)
LAND & ESTATE
South D.M.C.
7th Floor, Civic Centre
New Delhi-110002.


SCHEDULE/DATA SHEET FOR e-TENDER OF LICENSE FOR SHOPS/PROPERTIES/PUBLIC PREMISE UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION ON PAYMENT OF LICENSE FEE BASIS.

1.	Minimum Reserve Price and EMD	Mentioned in Annexure-1 of the e-tender document.
2.	Period of availability of application for e-Tender/offer documents of South Delhi Municipal Corporation website	From - 28.06.2021 onwards To - 19.07.2021 up to 15:00 hrs
3.	Earnest Money Deposit and E-Tender Fee	The bidder shall deposit E-tender Fee of Rs.500/- and EMD fixed for each of the shops/stalls/properties (as per Annexure-1) through pay order/demand draft in favour of Commissioner, SDMC. The Demand Drafts of Tender Fee and EMD are required to be uploaded along with other requisite documents as per the criteria mentioned below and the demand drafts and affidavit in original shall be submitted by the prospective bidder in a sealed envelope containing name, address, email and address of the prospective bidders and super scribing ORIGINAL DEMAND DRAFT AND AFFIDAVITS WRT E-TENDER OF L&E/SDMC latest in the department by 21 07.2021 till 17:00 hrs
4.	Pre-bid Meeting	07.07.2021 at 15:00 hrs
5.	Last date for uploading of essential documents for eligibility, Demand Draft of EMD & Tender Fee on website www.etenders.gov.in	19.07.2021 up to 15:00 hrs
6.	e-Tender Registration and follow up of online procedure for e-bid	As per the instructions mentioned in the online portal of Central Public Procurement Portal of Govt. of India on their website www.etenders.gov.in (The agency carrying out e-tender process, registration of bidders etc.).
7.	Guidelines, Schedule and information of e-	The details will be available on www.etenders.gov.in and


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Tender.	www.mcdonline.nic.in
8. Uploading of requisite eligibility documents and submission of original affidavits and pay order/demand draft at Land & Estate Deptt., 7 th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, New Delhi-110002 .	<p>The bidder is required to upload the copy of the requisite essential documents for eligibility as per clause no.3 of e-tender document and Pay Order/Demand Draft towards EMD and Tender Fee on online portal www.etenders.gov.in :</p> <p>* All documents must be duly signed by the bidders.</p> <p>** The bidder is required to submit original copy of the Affidavits (as applicable) and pay order/demand draft towards EMD and Tender Fee in a sealed envelope super scribing ORIGINAL DEMAND DRAFT AND AFFIDAVITS WRT E-TENDER OF L&E/SDMC, in Land and Estate Department, 7th Floor SDMC, Civic Centre on or before 21.07.2021 till 15.00 hrs failing which the online bid will be treated as cancelled/rejected.</p>

Complete e-tender document is available on e-Tender website of SOUTH DMC www.mcdonline.nic.in and www.etenders.gov.in. The necessary Corrigendum/Addendum etc., if any, shall only be available on the above websites.


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ELIGIBILITY CRITERIA, ESSENTIAL PRE-REQUISITES AND TERMS & CONDITIONS

1. Criteria for participation:

Any Legal entity, which has legal capacity to enter into agreement with South Delhi Municipal Corporation, is eligible to participate in e-Tender subject to fulfilling the eligibility criteria given in the e-Tender document. The Public premises i.e Shops/Properties will be licensed for Ten (10) years which may be renewed for further 5 years subject to satisfaction of SDMC, starting from the date of commencement of Licence Deed i.e the date of taking of possession of Public premises on "As is Where is Basis" by the Licensee from the Licensor (SDMC). The details of Shops/Properties along with Location, Covered Area, Monthly Reserve License Fee (MRP), EMD is mentioned in 'Annexure-1' of the e-Tender document. **The bidder/s can bid for any 1 or maximum 2 Shops/Properties as per eligibility conditions mentioned under Clause '3' of e-Tender document.**

2. Details of Shops/Stalls/Properties :

Details of all Shops/Stalls/Properties with **MRP, EMD, Location of Shop/Property and Covered Area of Shop/Property** within the jurisdiction of SDMC is specified in Annexure '1'.

Important Note :

- a. All the bidders are advised to visit all the Shops/Properties/Public Premises and make assessments of revenue potential of these Shops/Properties/Public Premises before bidding. No claim shall be entertained after bid submission regarding the licensed public premise is incomplete in any respect whatsoever. If any change, internal renovation, addition/alteration are necessary, the Licensee shall do the same at his own cost, liability and risk after obtaining prior written permission of the Licensor (SDMC) and the liabilities for the payment of license fee shall not be affected.

3. Technical Evaluation of Documents uploaded on online portal and hard copies of affidavit/demand drafts to be submitted in the department :

The Bidder shall be required to upload the following documents and certificates/undertakings on the online portal www.etenders.gov.in. Further, a prospective bidder is required to submit original affidavit (as mentioned at point no. (v) of sub clause a) below) Demand Drafts towards Tender Fee and EMD in the

department on or before the last date for submission as mentioned in the data sheet above.

a) Essential Documents for Eligibility :

- (i) Bank Account Details.
- (ii) Copy of Pan Card/GST Number
- (iii) Copy of Aadhar Card
- (iv) Proof of Residential Address
- (v) Affidavit on stamp paper of Rs.100/- declaring therein that the applicant has never been debarred/blacklisted by any Government/Public Sector undertaking/Local Bodies or any other statutory authority as per **Annexure-2**.

Desirable documents :-

- (i) In case the applicant is an individual then, the copies of ITRs for the last three financial years shall be submitted by the applicant.
 - (ii) In case the applicant is a firm/agency and desired to participate in the e-Tender, then, copies of last three financial years audited balance sheets/profit & loss account shall be submitted by the firm/agency.
- b) Bid Application in Format given at 'Annexure-3'.**
- c) Basic information of Applicant/bidder as per 'Annexure-4'.**
- d) Copy of e-tender document duly signed on each page by the bidder.**
- e) Demand Drafts of requisite e-Tender Fee of Rs.500/- and EMD against each Shop/Property/Public Premise in the form of Pay Order/Demand Draft in favour of Commissioner SDMC.**

Important Note/Information :

- a) Only the online uploaded documents, affidavits/undertakings etc. on the online portal www.etenders.gov.in shall be considered for the purpose of qualification/disqualification in the e-tender process.
- b) No Hard Copies of Documents (except original affidavits and demand draft towards Tender Fee and EMD) shall be entertained for the purpose of scrutiny of documents for qualification for further e-tender process.
- c) The prospective bidder is required to submit Original Affidavit, Demand Drafts in favour of Commissioner, SDMC towards Tender Fee and EMD in a sealed envelope super scribing **ORIGINAL DEMAND DRAFT AND AFFIDAVITS WRT E-TENDER OF L&E/SDMC** at 7th Floor, Land and Estate Department, SDMC on or before the date mentioned in the data sheet above.
- d) Non submission of Demand Drafts towards EMD and Tender Fee in favour of Commissioner, SDMC on or before the date mentioned in the Data Sheet shall invite straight rejection of the bid.

- e) The e-Tender documents may be downloaded through SDMC's website www.mcdonline.gov.in
- f) A bidder can bid for maximum 2 (two) number of Shops/Stalls/Properties details of which is mentioned in 'Annexure-1'.
- g) The bidder should submit an affidavit on non judicial stamp paper of Rs.100/- duly notarized as per 'Annexure-5' and 'Annexure-6' after being declared H-1 bidder in the e-Tender process after issuance of Offer Letter.

Part - I, Technical Evaluation of Documents uploaded on online portal and evaluation of EMD and Tender Fee.

Technical evaluation process shall be conducted on the basis of documents uploaded on online portal and the demand drafts submitted towards EMD and Tender Fee as per the instructions given in the e-tender document. The prospective bidders who successfully submit the requisite EMD, Tender Fee and documents as mentioned in the e-tender document shall be qualified for the further process financial bid opening.

In case a bidder fail to apply e-tender bid/fail to upload requisite documents/fail to submit original Demand Drafts of EMD and Tender Fee as per the laid down criteria by the last day of submission as per the schedule mentioned in the Data Sheet, shall be disqualified from the e-tender.

Part-II, Financial Bid:

The Applicant(s)/Bidder(s)/firm(s), who qualify in the technical evaluation process as per the requisite eligibility criteria above, shall be allowed to participate in the e-Tender process.

4. Pre-Bid Meeting

- i. SDMC shall hold a pre-bid meeting with the prospective bidders on date & time and at Address of the Venue mentioned in the e-Tender Document.
- ii. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address mentioned in the e-Tender Document by post, or e-mail on or before Date & time specified in the e-Tender Document.

5. Response to Pre-Bid Queries and Issue of Corrigendum

- i. At any time prior to the last date for receipt of bids, SDMC may, for any reason, whether on its own volition or in response to a clarification requested by a prospective Bidder, modify the e-Tender document through corrigendum/addendum.

- ii. Prospective bidders are advised to regularly visit SDMC website as corrigendum/addendum/amendments/clarification/reply to pre-bid query (if any), will be notified on the official website and no separate advertisement/communication in any other form will be made for this purpose.
- iii. Any such corrigendum shall be deemed to be incorporated into this e-Tender document.
- iv. In order to afford prospective Bidders reasonable time to take the corrigendum into account for submission of their bids, SDMC may, at its discretion, extend the last date for the receipt of bids.
- v. For any query from applicant, SDMC reserves the right not to offer clarification on any issue raised in a query. No extension of any dead line will be granted on this account that SDMC has not provided clarifications.

6. Bid Submission Instructions:

- i. The bidders may follow the instructions as per the website www.etenders.gov.in.
- ii. The documents as per clause no. 3 above are required to be uploaded on the website www.etenders.gov.in as per the instructions therein.
- iii. The Original Affidavit and Demand Drafts towards EMD and Tender Fee should be submitted 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.
- iv. e-Tender form should be clearly filled up giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in English.
- v. The bid document, including the documents/certificates/ undertakings etc. (all pages) must be signed and paged/page numbered by the Applicant/Bidder.
- vi. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the e-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 e-Tender shall be at Bidder's own risk and may be liable for rejection.

7. 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(s) or any obligation to inform the affected bidder(s) 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:

- i. If he has made misleading or false representations in the e-Tender document submitted by him.

- ii. Any Applicant/Bidder who has been blacklisted by MCD or SDMC/NDMC/EDMC or any Govt. organization/Ministry/PSUs/Autonomous body due to any reason.
- iii. Absence or omission of any document as required as per the e-Tender documents, the concerned bidder shall be declared as not eligible and in that eventuality their financial bid shall not be considered.
- iv. Failure to provide clarifications with supporting documents related to technical bid scrutiny, within the stipulated/reasonable time, when sought by SDMC.
- v. Any delay in receipt of e-Tender documents through registered post/Speed post/courier shall render the e-Tender bid of the bidder as invalid. Telegraphic/fax/e-mail etc. of e-Tender document shall be summarily rejected. Decision of SDMC in this regard shall be final and binding upon.
- vi. Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. If any of bidder found indulged in such activity, then the bid of such bidder shall be summarily rejected and other legal actions shall be taken as per law.
- vii. The Technical Bid proposal should not include any financial bid information. A Technical Bid proposal containing any financial bid information shall be summarily rejected.
- viii. Any interlineations, erasures, over-writing, additions, etc. will disqualify the e-Tender. Only cutting(s) will be allowed, subject to such cutting(s) are duly signed by the authorized signatory.
- ix. e-Tender shall be live at the date and time specified in the Data Sheet. In case e-Tender opening date is declared HOLIDAY, e-Tender shall be live and opened on next working day at the same time specified in the Data Sheet.
- x. E-tender Registration/processing charges, if any, shall be paid by the prospective bidder to the respective agency/portal as per their instruction guidelines.

8. Opening of Tender :

The e-tender shall be open as per the schedule mentioned in the data sheet. The initial scrutiny of Demand Drafts towards EMD and Tender Fee submitted by the bidder in original shall be scrutinized. The Technical evaluation of bid documents uploaded on website www.etenders.gov.in of those bidders shall be carried out who successfully submitted the Tender Fee and EMD as per the instruction given in the e-tender failing which the bidder shall be disqualified from the e-tender.

9. **Bid Evaluation:**

(i) **Technical Bid Evaluation**

Responsiveness of bids submitted by all the Bidders shall at first be examined with respect to Bid application, Earnest Money and e-Tender fee, immediately after opening of the bids. Technical bids of all the responsive bidders shall be evaluated as per criteria given in Clause No. 3 above. All the technically qualified bidders shall be intimated on their registered email by the department for their qualification for opening/consideration of their financial bid in the e-Tender process.

(ii) **Qualification for e-Tender:**

- i. While participation in the e-Tender, a particular bidder shall be allowed to participate against the Shops/Properties/Public Premise for a maximum 2 (Two) number of Shops/Properties/Public Premise, he will not be eligible/allowed to participate in e-Tender of remaining Shops/Stalls/Properties.
- ii. The selection will be made on the basis of the highest monthly License fee (H-1) quoted by the bidder for the Shops/Properties/Public Premise as mentioned in the **Annexure*1'**, under the jurisdiction of SDMC.

10. **Acceptance of Tender/Bid:**

- i. The validity of the offer given by the bidder shall be for 180 days from the date of submission of bid and the same cannot be withdrawn by the bidder before the expiry of validity period, otherwise EMD shall be forfeited and the bidder shall be blacklisted for future e-Tenders/Tenders/e-Auction/Auctions of SDMC for two consecutive times.
- ii. The offer/bid made by the bidder shall be subject to acceptance by the competent authority, SDMC or any other officer authorized /designated by the competent authority.
- iii. LICENSE RIGHT may be given to the highest bidder for each Shops/Properties/Public Premise (at the discretion of the competent authority) only after acceptance of offer letter, completion of all the requisite formalities etc, even, if there is valid single bidder for each Shops/Properties/Public Premise. The decision of SDMC in this regard shall be binding and final on the all the bidders.

11. **Offer letter:**

The bid (including negotiations, if any) submitted by the H-1 bidder of each Shops/Properties/Public Premise shall be subject to acceptance by the

Commissioner, SDMC or any other officer/authority, authorized by him and accordingly the department shall issue offer letter to the H-1 bidder for each Shops/Properties/Public Premise. The offer once accepted, shall be final and binding upon the firm. The H-1 bidder shall be liable to complete all the requisite formalities (including but not limited to deposition of security deposit equivalent to 3 months license fees and 3 months advance MLF), Affidavit and other formalities etc. within the stipulated time mentioned in the offer letter.

- iv. In case of non fulfillment of formalities of offer letter given to H-1 bidder within the prescribed time, EMD shall be forfeited and the bidder may be debarred from participating in upcoming e-Tenders of Land & Estate Department, SDMC for two consecutive times.

12. Earnest Money Deposit / Security Deposit / Bank Guarantee/ Advance Bi-Monthly License Fee/Performance Guarantee

(i) Earnest Money Deposit and Tender Fee :

- (a) All the participants who desire to participate in the e-Tender have to deposit Tender Fee of Rs.500/- and Earnest Money Deposit (EMD) equivalent to three times Monthly Reserve License Fee (MRP) as indicated in **Annexure-1** through pay order/demand draft in favour of Commissioner, SDMC as per the guidelines given above in the e-tender document. The Demand Drafts for Tender Fee/EMD shall scanned on the online portal along with other requisite documents on or before the prescribed last date and time. The original Demand Drafts along with original affidavits uploaded on the online portal is required to be submitted in a sealed envelope super scribing **ORIGINAL DEMAND DRAFT AND AFFIDAVITS WRT E-TENDER OF L&E/SDMC** in the department at 7th Floor, Land and Estate Department, SDMC on or before the date mentioned in the data sheet. If a bidder fail to submit the original demand drafts towards EMD and Tender Fee within the prescribed date and time mentioned in the Data Sheet, their bid shall be rejected straight forward.

The EMD deposited by the successful bidder along with the bid will be adjusted towards the Monthly License Fee.

(b) Forfeiture of EMD :

The earnest money deposit (EMD) will be forfeited in favour of SDMC in case the applicant after participating in e-Tender and declared successful H-1 bidder, withdraws the offer or makes modifications therein or on acceptance of his application fails to complete any of the formalities of the Offer Letter/License within the stipulated period. Also, in such case the applicant will be blacklisted

for future e-Tenders/Tenders/e-Auction/Auctions of SDMC for a minimum period of three years.

(ii) **Security Deposit:**

The Successful bidder will be required to deposit 3 (three) months quoted license fee as interest free security deposit in the form of bank guarantee or Pay Order/Demand Draft in favour of Commissioner, SDMC within a period of 15 days of the receipt of the Offer Letter/intimation of acceptance of his offer for fulfilment of the contractual obligation.

(iii) **Advance Monthly License Fee Payment:**

The Successful bidder will be required to deposit 3 months quoted license fee as advance license fee for an amount equivalent to the **3 (Three) months quoted license fee (MLF)** through a Pay Order/Demand Draft in favour of Commissioner, SDMC by any recognized bank.

13. License Deed :

The successful bidder will execute a license 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 license fee to licensor, in the Performa prescribed by the licensor. The licensee shall take the possession of the shop/property/public premise/Covered Stall/Stall/Open Platform/Fuel Depot/kiosk from the licensor within 30 days from the date of execution of license deed.

At the time of commencement of license deed, the license fee deposited in advance will be adjusted towards the monthly license fee and after adjustment of the said license fee; the licensee shall pay the monthly license fee in advance by the 10th day of each English Calendar month.

14. Interest on delay payment:

Non-payment of the monthly license fee within the prescribed period will constitute breach of the terms of license deed and shall render the license liable to be terminated. In case of default in payment of the monthly license fee for any reason, what-so-ever, licensee shall be liable to pay to the licensor monthly simple interest for the period of default @ 12% per annum on amount of monthly license fee and any other dues, 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 license fee for a period of two months will lead to termination of license deed alongwith forfeiture of security deposit.

15. Revision in Monthly License Fee :

The Monthly License fee will be revised @15% of previous monthly license fee on completion of each three years from the date of allotment/execution of License Deed.

16. Transfer of License & Sub letting :

- (a) Save as provided in the licensee deed and terms and conditions of e-Tender, 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 without the prior permission in writing of the licensor.
- (b) 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 license will be terminated automatically in such scenario. Licensor will take all necessary actions, as deemed fit by it, in such case. Same is the case for office premises i.e. office premises is to be used by the successful applicant for its own purpose.
- (c) The License shall be non-transferrable except among the legal heir.

17. Operation of Trades/Business in the Licensed Shop/Property :

In case of licensable trades, operations of trade/business should only be started after getting appropriate License, such as health and trade license etc. from the concerned authority. However, monthly license fee will be charged from the date of taking possession of the premises irrespective of whether such premises is put to usage or not.

18. Responsibilities of Licensee :-

The licensee shall be bound to abide by all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, 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 South Delhi Municipal Corporation Act, 1957 and the rules, regulations, bye-laws orders, etc. made under them, as amended from time to time.

19. Final Authority

The Commissioner, SDMC shall be the final authority to accept or reject any bid.

20. Expiry of License Period

The License shall be allotted for a maximum period of 10 years, upon the expiry of license period, renewal can be allowed for further 5 years subsequently subject to the satisfaction of SDMC.

21. Surrender :

The Shop/property can be surrendered only after giving 3 months advance notice. The surrender notice shall not be valid unless upto date dues including notice period are paid up on the date of submission of such surrender notice. However, Commissioner/SDMC may take decision as deemed fit to safe guard municipal revenue at that point of time.

22. Breach of Agreement :

South DMC shall have the right to terminate/determine the license and forfeit the security deposit(s) etc., if the Licensee commits breach of any of the terms and conditions of this agreement. In case, the licensee wishes to get the license restored/ renewed, the Commissioner, SDMC or any other officer authorized by him, in this behalf may on consideration of a representation made by the applicant/licensee may allow or reject the request without assigning any reason.

23. DISPUTES:

All disputes shall be under the jurisdiction of Delhi Courts only.

List of vacant shops

S. No.	Unit No.	Locality	Area of Shop/ property (In Sq. Mtr.)	MRP	EMD
1	S. Shop No. 2	Sec-I M.B. Road (GF)	7.45	5,612	16836
2	S.Shop No. 9	do-	7.45	5,612	16836
3	S. Shop No. 10	do-	7.45	5,612	16836
4	S.Shop No. 11	do-	7.45	5,612	16836
5	S. Shop No. 12	do-	7.45	5,612	16836
6	S. Shop No. 13	do-	7.45	5,612	16836
7	Covered Stall No. 4	Sec. III- A M.B.Roa d	7.16	5,393	16179
8	Shop No. 1	Sec. IV Market, M.B. Road(FF)	27.04	20374	61122
9	Shop No. 2	do-	52.08	39241	117723
10	Shop No. 3	do-	59.64	44938	134814
11	Shop No. 4	do-	39.80	29989	89967
12	Shop No. 5	do-	39.80	29989	89967
13	Shop No. 6	do-	39.80	29989	89967
14	Shop No. 7	Sec. IV Market, M.B. Road(FF)	39.80	29989	89967
15	Shop No. 8	do-	39.80	29989	89967
16	Shop No. 9	do-	39.80	29989	89967

17	Shop No. 10	do-	39.80	29989	89967
18	Shop No. 11	do-	39.80	29989	89967
19	Shop No. 12	do-	39.80	29989	89967
20	Covered Stall No. 2	Sec. V, M.B. Road	6.88	5,183	15549
21	Covered Stall No. 3	do-	6.88	5,183	15549
22	Covered Stall No. 4	do-	6.88	5,183	15549
23	Covered Stall No. 5	do-	6.88	5,183	15549
24	Shop no. 1 to 12	Ganesh Nagar, Sub-Way	7.5 sq. mtr. each	54,230/- (each 4519)	162690

ANNEXURE-'2'

FORMAT FOR AFFIDAVIT OF APPLICANT/BIDDER

(To be executed on a non-judicial stamp paper of Rs.100/- and duly attested by Notary Public)

I/We undertake that I/We, have never been debarred/blacklisted by any Government/Public Sector undertaking/Local Bodies or any other statutory authority.

Deponent
(Name & Sign)

VERIFICATION :

Verified at Delhi on this _____ day of _____, 2020, that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent
(Name & Sign)

LAND & ESTATE
South D.M.C.
7th Floor, Civic Centre
New Delhi-110002.

"BID APPLICATION FORMAT:

Date: _____

To,

The Administrative Officer,
L&E Department SDMC
Dr. Shyama Prasad Mukherjee, Civic Centre
New Delhi-110002

"OPEN e-TENDER OF VACANT SHOPS/PROPERTIES/PUBLIC PREMISES OF SDMC ON LICENSE BASIS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION".

Sir,

1. I/We, the undersigned, have carefully examined the referred e-Tender and offer to participate in the same, in full conformity with the said e-Tender along with all the terms and conditions.
2. I/We agree to abide by this Proposal as per e-Tender terms and conditions, and our offer is valid for a period of 180 days from the date fixed for submission of Proposals as stipulated in the e-Tender and it shall remain binding upon us and may be accepted by SDMC at any time before the expiration of that period.
3. I/We understand SDMC is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that I/We, will not defray any expenses incurred by us in bidding.
4. I/We understand that non submission/uploading of documents or non following of instructions as mentioned in this e-tender documents shall invite rejection of the application made by me/us, if found by SDMC at any point of time. Further, SDMC is not bound to accept any proposal it receives and not to give reason for rejection of any proposal. Also, I/We, will not defray any expenses incurred by us in bidding
5. I/We have enclosed a Demand Draft/Pay Order no. Dated in favour of Commissioner, SDMC towards EMD for Rs.....
6. I/We have enclosed a Demand Draft/Pay Order no. Dated in favour of Commissioner, SDMC towards Tender Fee for Rs 500/- with this letter.
7. I/We..... applied for Shops/Properties/Public Premises mentioned at S.No _____ Location _____ as per 'Annexure-1'.

**Name & Signature
Designation**

Important Note : SDMC reserves the right to make any change in the e-Tender document anytime, for which the decision of the Commissioner, SDMC shall be final and binding on all the bidders. At the time of the e-Tender this undertaking shall be signed by the bidder and submitted along with the prescribed e-Tender form as proof of acceptance of all terms & conditions of contractor agreement in the event of the bidder being successful in the process.

DECLARATION/UNDERTAKING:

I/we have gone through and understood the contents of this e-Tender document carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed there from. I/We have also read and understood carefully the terms & conditions annexed herewith which I/we shall abide by. I/We agree to the allotment of License for shops/properties/Public Premises under the jurisdiction of SDMC which is being offered on "as is where is basis" and accept all the terms and condition of the e-Tender and shall be bound by the conditions given in the e-tender document.

Seen and accepted.

Name & Signature Applicant



LAND & ESTATE
South D.M.C.
7th Floor, Civic Centre
New Delhi-110002.

Annexure-'4'

"OPEN e-TENDER OF VACANT SHOPS/PROPERTIES/PUBLIC PREMISES OF SDMC ON LICENSE BASIS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION".

Basic Information of the Bidder/Applicant

1.	Name Of The Applicant	
2.	Permanent Address	
3.	Correspondence Address	
4.	Aadhar Id No.	
5.	Pan Card No.	
6.	Details Of Bank Accounts Of Bidder/Applicant	
7.	Mobile No. And Email-Address For Correspondence	

Certified that the information given above is correct to the best of my knowledge.

SIGNATURE OF APPLICANT

DATE: _____

Terms and conditions

1. 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. South Delhi Municipal Corporation (SDMC). 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, addition/alteration are necessary, the licensee shall do the same at licensee's own cost after obtaining prior written permission of the licensor and the liabilities for the payment of license fee shall not be affected.
2. Any legal entity, which has legal capacity to enter into agreement with South Delhi Municipal Corporation, is eligible to participate in Tender.
3. The licensor i.e. South Delhi Municipal Corporation reserves the right to reject any or all the bidders/bids without assigning any reason. The details of shops, office space, kiosks to be Tendered is given in Annexure-I along with their (a) locations (b) covered area, (c) monthly reserve license fee.
4. The allotment will be made to the highest bidder in Tender on monthly license fee payment basis for a period of maximum 10 years.
5. All the participants who desire to participate in the Tender have to deposit an earnest money deposit (EMD) equivalent to three times monthly reserve license fee as indicated in Annexure-I in the shape of Pay order/Demand Draft in favour of Commissioner, SDMC.
6. The earnest money deposit (EMD) will be forfeited in favour of the SDMC in case the applicant after participating in Tender and declared successful 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 fail to comply with any of the terms and condition and any of the formalities of the license within the period as stipulated in these conditions. Also the allotment in such case shall be terminated and the applicant will be blacklisted for a minimum period of three years.
7. The successful bidder will be required to deposit three (3) months quoted license fee as interest free security deposit in the form of bank guarantee and three (3) months quoted license fee as advance license fee to SDMC, in the shape of Pay Order/Demand Draft in favour of Commissioner, SDMC, as per details given in para 5 above, within a period of 15 days of the receipt of the intimation of acceptance of his offer towards the fulfillment of the contractual obligation. The earnest money deposited by the successful bidder along with the bid will be adjusted towards the monthly license fee.
8. The successful bidder will execute a license deed on a non-judicial stamp paper of Rs.100/- within a period of 15 days from the date of depositing the security deposit along with three months advance license fee to licensor, in the performa prescribed by the licensor. The licensee shall take the possession of the shop/Covered Stall/Stall/Open Platform/Fuel

- Depot/kiosk from the licensor within 30 days from the date of execution of license deed.
9. The terms and conditions of the license are given in the attached license deed in detail and it is the responsibility of the bidder to go through such terms and conditions before participating in this Tender process. In case of any discrepancy in documents related to the Tender, the terms and conditions mentioned in the license deed shall have superseding effect.
 10. In case of termination of license deed on any account, licensor reserves the right to 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 unauthorized other utilities/ services, sealing the premises and any other action (s) as deemed fit by the licensor.
 11. At the time of commencement of license deed, the license fee deposited in advance will be adjusted towards the monthly license fee and after adjustment of the said license fee; the licensee shall pay the monthly license fee in advance by the 10th day of each English Calendar month.
 12. Non-payment of the monthly license fee within the prescribed period will constitute breach of the terms of license deed and shall render the licensee liable to be terminated. In case of default in payment of the monthly license fee for any reason, what-so-ever, licensee shall be liable to pay to the licensor monthly simple interest for the period of default @ 12% per annum on amount of monthly license fee and any other dues, 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 license fee for a period of two months will lead to termination of license deed alongwith forfeiture of security deposit.
 13. In case of licensable trades, operations of trade/business should only be started after getting appropriate License, such as health and trade license etc. from the concerned authority. However, monthly license fee will be charged from the date of taking possession of the premises irrespective of whether such premises is put to usage or not.
 14. 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 license will be terminated automatically in such scenario. Licensor will take all necessary actions, as deemed fit by it, in such case. Same is the case for office premises i.e. office premises is to be used by the successful applicant for its own purpose.

15. Save as provided in the licensee deed and terms and conditions of Tender, 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 without the prior permission in writing of the licensor.
16. The licensee shall be bound to abide by all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, 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 South Delhi Municipal Corporation Act, 1957 and the rules, regulations, bye-laws orders, etc. made under them, as amended from time to time.
17. The prospective Tenderer/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 on stamp paper of Rs.100/-.
18. The prospective bidder must furnish PAN Number/GST Number issued by Income Tax Department along with returns for the last financial three years i.e., 2016-17, 2017-18 & 2018-19.
19. Upon the expiry of licence period, renewal can be allowed for further 5 years subsequently subject to the satisfaction of SDMC.
20. The Monthly License fee will be revised @15% of previous monthly license fee on completion of each three years from the date of allotment.
21. The Shop/property can be surrendered only after giving 3 months notice. The surrender notice shall not be valid unless upto date dues including notice period are paid up on the date of submission of such surrender notice. However, Commissioner/SDMC may take decision as deemed fit to safe guard municipal revenue at that phase.
22. The Licence shall be non-transferrable except among the legal heir.
23. The final authority to accept or reject any bid will be the Commissioner/SDMC.
24. The other terms and conditions of the license deed have to be executed by the successful bidder as per license deed.
25. All disputes shall be under the jurisdiction of Delhi Courts only.

FORMAT FOR AFFIDAVIT (To be submitted by H-1 bidders (successful bidder)

(To be executed on a non-judicial stamp paper of Rs.100/- and duly attested by Notary Public)

I, _____ s/o _____ resident of _____ do hereby solemnly affirm and declare as under:-

1. That, the licensed public premises shall be used by the undersigned or through my 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 SDMC, and if at any time shop/kiosk is found running by some person other than, I or my spouse, parents and children or person allowed by SDMC, then such case will be treated as sub-letting and the license will be terminated automatically in such scenario. SDMC will be at liberty to take all necessary actions, as deemed fit, in such case.
2. That, I am well aware that the license deed and terms and conditions of e-Tender, the undersigned 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 without the prior permission in writing of SDMC.
3. That, the undersigned undertake to abide by all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, 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 South Delhi Municipal Corporation Act, 1957 and the rules, regulations, bye-laws orders, etc. made under them, as amended from time to time.
4. That, I/We have never been debarred/blacklisted by any Government/Public sector undertaking/Local Bodies or any other statutory authority.
5. That, I/We undertake that, on or before the completion of License period, SDMC on its sole discretion, will be at liberty to cancel the License at any time without assigning any reason thereof.
6. That, I/We undertake that, Upon the expiry of licence period, SDMC will be at liberty to reject the extension of License Period for further 5 years without assigning any reason thereof.
7. That, I/We undertake that, the Monthly License Fee shall be increased by 15% on completion of each three years from the date of allotment of License/Execution of License Deed.
8. That, I/We undertake that, Shop/Stall/Property can be surrendered by us only after giving 3 months notice. The surrender notice shall not be valid unless up to date

dues including notice period are paid up on the date of submission of such surrender notice.

9. That, I/We undertake that the License allotted to us shall be non-transferrable except among our legal heirs.
10. That, I/We undertake that final authority to accept or reject any bid will be the Commissioner/SDMC.
11. That, I/We undertake that all disputes shall be under the jurisdiction of Delhi Courts only.
12. That we shall pay license fee rates as approved by SDMC from time to time.
13. That I/we shall comply with directions of Government/Local Bodies/Any other statutory body in respect of safety and security of public while operating any allowed activity in the public premise.
14. That I/we understand that in case any change, internal renovation, addition/alteration are necessary, I/We shall do the same at our own cost after obtaining prior written permission of SDMC and the liabilities for the payment of license fee shall not be affected.
15. That I/we, abide by all the terms and conditions mentioned in e-Tender Document.
16. That I/we, undertake to fulfil all statutory tax compliances as may be in vogue from time to time.
17. That I/We also undertake that all the facts and documents submitted by me are genuine. In case any of the documents and/or information furnished is found to be false or is objected to by any of the persons concerned, the SDMC will be at liberty to cancel the License, forfeit the security deposit and advance MLF, if any, along with any other action taken by SDMC as deemed fit by it.
18. That I/We undertake that any violation of Terms and Conditions mentioned in this e-Tender by us at any point of time through out the Contract period shall render the License to be cancelled.

Deponent (Name & Sign.)

VERIFICATION :

Verified at Delhi on this _____ day of _____, 2021, that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

**Deponent
(Name & Sign)**