


**OFFICE OF DIRECTOR(ESTATE-I)
NEW DELHI MUNICIPAL COUNCIL**

Please find enclosed letter dated 2nd December 2016 of Estate-I Department to M/s. MSTC Ltd. regarding auctioning on licence fee basis of "Tourist Lodge near Ashoka Road & Jantar Mantar Road Crossing, Janpath Lane, behind Janpath Hotel, New Delhi.

You are requested to kindly upload the enclosed letter on the website of NDMC. The date of auction is 4th January, 2017 and it is mandatory for the prospective bidders to register themselves with MSTC. Soft copy of the letter has been mailed and the hard copy is enclosed herewith.


(Y.V.V.J. Rajasekhar)
Director (Estate-I)
05.12.2016

Encl: As above

Director(IT)

Sh Uday
Pl upload today's work
Quint. of work
sent 5/14/17
Uday (Prog)



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

No. D-1552(SO-Estate-I)/2016

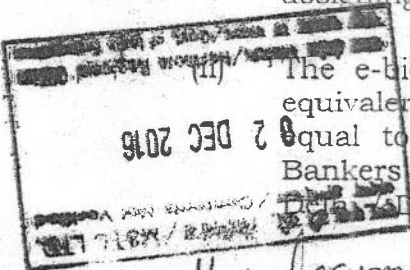
Dated: 02.12.2016

Sh. D.P. Bahuguna,
General Manager,
MSTC Ltd.,
Northern Regional Office,
Jeevan Vikas Building, 1st Floor,
30/31A, Asaf Ali Road (Opposite Hamdard),
New Delhi-110002.

Sub: Auctioning on licence fee basis of "Tourist Lodge near Ashoka Road & Jantar Mantar Road Crossing, Janpath Lane, behind Janpath Hotel, New Delhi.

Sir,

1. The NDMC has decided to engage M/s. MSTC Ltd. for conducting of e-auction in respect of its property/premises on licence fee basis.
2. It has been decided that NDMC property situated as above is being proposed for auction through MSTC. You are hereby requested to conduct the e-auction in respect of this property.
3. The area and details of buildings are as per the survey plan of the existing building as certified by Architecture Department.
4. Reserve Price is Rs. 9,68,000/- per month with enhancement @ 10% after every three years cumulatively.
5. The terms and conditions (**Annexure-I**) are as under:
 - (i) The Licensor [i.e. New Delhi Municipal Council (NDMC)] reserves the right to reject any or all the e-bidders / bids without assigning any reasons.



this document is delivered.

- (iii) The e-bidder should furnish details regarding financial soundness and credit worthiness of him duly certified by a CA firm which is empanelled with CAG in case of individual bidder. For others, balance sheet duly certified by Auditors is to be submitted.
- (iv) The allotment will be made to the highest e-bidder in e-auction on licence fee payment basis.
- (v) The earnest money 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 within the period stipulated in conditions 6 and 7, and the allotment in such case shall be deemed terminated.
- (vi) The successful e-bidder will be required to deposit equal to six (6) months licence fee as interest free security deposit alongwith; (i) three months' advance licence fee to NDMC, and (ii) three months' Bank Guarantee. The interest free security deposit and three months' advance licence fee shall be accepted only in the form of Demand Draft or Bankers Cheque in favour of Secretary, NDMC payable at New Delhi / Delhi, 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.
- (vii) The successful e-bidder will execute a licence deed on a non-judicial stamp paper within a period of 15 days from the date of depositing the security deposit alongwith two months advance licence fee to Licensor, in the proforma prescribed by the Licensor.
- (viii) The other terms and conditions of the licence are given in the attached licence deed (**Annexure-II**) 1, 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.
- (ix) The licence fee will be increased at the rate of ten per cent (10%) every three (3) years, on compounding basis.
- (x) The Tourist Lodge Building will be licensed for 30 years from the date of commencement of licence deed i.e. the date of taking of

possession of building on 'AS IS WHERE IS BASIS' by the licensee from licensor.

- (xi) No renewal after expiry of license period of thirty (30) years shall be granted. After the expiry of the licence period of thirty (30) years or its sooner determination, the license shall be deemed as terminated.
- (xii) In case of termination, Licensor shall enter into the premises, and in the event of the Licensee not surrendering the vacant possession of the premises within the stipulated period under this deed in a peaceful manner, the licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, recovery of dues as arrears of tax under section 102 of NDMC Act read with section 363 of the Act, disconnection of electricity, water and other utilities/services, and any other action(s) as deemed fit by the licensor.
- (xiii) 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 10th of each English Calendar month at the latest.
- (xiv) 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 the event of the licensee committing default in the 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 at a rate of 15% per annum on the 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.
- (xv) The Tourist Lodge Building will be licensed on "AS IS WHERE IS BASIS" and the licensee after taking formal occupation of the licensed premises shall not contest thereafter that the licensed premises is not complete in any respect whatsoever. If any change, 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.
- (xvi) There shall be a moratorium period for payment of license fee for a period of three months from the date of signing of the licence deed for the purpose of refurbishment and during such three months periods no licence fee will be charged from the licensee.

- (xvii) The licensee shall use the licensed premises for the purposes of running "Tourist Lodge" of acceptable standard together with related facilities and business appurtenant thereto, which complies with the terms and conditions of the licence, and applicable Master Plan of Delhi and Building Bye-Laws, for the convenience and benefit of the tourist occupants of the Tourist Lodge. The basement shall be used by the licensee for storage purposes only, and keeping machineries related with utilities like electricity, water supply etc. The Electric sub-station to be run in the basement shall remain in occupation of the licensor. The licensee shall not use the said Tourist Lodge for any other purpose whatsoever except what has been detailed in this para, and permissible under Master Plan of Delhi and Building Bye-Laws, as amended from time to time.
- (xviii) Preparation of articles of food would be done in kitchen area only after getting a health license from the competent authority, and dish washing would be done only in the kitchen area & nowhere else.
- (xix) The licensee shall run the Tourist Lodge himself. However, the licensee may run the shops, restaurants, limited open space car/two-wheeler parking, earmarked for such purposes as mentioned in Para 17 above, himself or allow temporarily such sub-licensee for a period terminating with the period of the licence deed or its termination at any stage, or any period earlier. Trades in the shops shall be the trades as may be permitted by the licensor. The licensee shall be further responsible for the conduct of the various sub-licences and observance of rules and regulations etc. The licensee shall be further responsible to answer that the sub-licensees quit the premises on the expiry or sooner termination of the licence that may be accorded. The sub-licensees shall not get any right over and above the rights and privileges of the licence. The licensee shall furnish to the licensor the names of sub-licensees in the Tourist Lodge Building from time to time & the terms of licence of sub-licensees shall be got approved from the licensor in writing before executing the same.
- (xx) Save as provided in the preceding paras, the licensee during the tenure of this license shall not sublet/transfer/ assign or part with the building or any portion thereof permanently or temporarily to anybody else nor shall be allowed to take any person/persons to occupy the premises or to use any part thereof save with the prior permission in writing of the licensor.