



DELHI STATE INDUSTRIAL AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

No. DSIIDC/REM/ e-Auction/ Allotment/Kiosk/2020-21 Dated 18.12.2020

“OPEN PUBLIC E-AUCTION”

For

ALLOTMENT OF BUILT UP KIOSK ON FREE HOLD BASIS  
IN BAWANA INDUSTRIAL AREA

On

‘AS IS WHERE IS BASIS’

(The e-auction document is available on website [www.dsiidc.org](http://www.dsiidc.org) and  
[www.tenderwizard.com/DSIIDCAUCTION](http://www.tenderwizard.com/DSIIDCAUCTION). Corrigendum, if any, shall be available only on  
these websites.)

*(This document contains 20 pages excluding this page, all numbered in chronological order)*

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I. Schedule of e-Auction Process

Open Public E-Auction of Built-up Kiosks for freehold rights in Bawana Industrial Area on 'as is where is basis'

1.	Issue of Notice for e-auction	18.12.2020
2.	Help Desk operational for information and training on e-auction	18.12.2020
3.	Period of availability of application for e-auction/ offer documents on <i>www.dsiidc.org</i> and <i>www.tenderwizard.com/DSIIDCAUCTION</i>	18.12.2020 to 15.01.2021 upto 06:00 PM
4.	Last Date of online submission of mandatory documents with EMD.	15.01.2021 upto 06:00 PM
5.	Reserve Price	As per ANNEXURE- I
6.	Date & time of online bidding under this e-auction	21.01.2021 & 22.01.2021 from 02:00 PM to 04:00 PM.

(Any changes in above schedule will be notified only on DSIIDC website [www.dsiidc.org](http://www.dsiidc.org) and e-auction website [www.tenderwizard.com/DSIIDCAUCTION](http://www.tenderwizard.com/DSIIDCAUCTION)

- II. Definitions : The key definitions for the purpose of the e-auction document are as follows:
- i. "Allottee" is the person whose bid for allotment has been approved by the competent authority.
  - ii. "Bidder/Applicant" is the person/entity who has submitted bid in response to this scheme.
  - iii. "H-1 Bidder" is the Highest/ successful bidder.
  - iv. "Demand cum Allotment letter" is the letter issued to the Allottee confirming the allotment under a particular scheme for which application/bid was submitted.
  - v. "Managing Director" is the Managing Director of the Corporation.
  - vi. "Day" means calendar day.
  - vii. "Building Byelaws/Regulations" as notified by the Government for development of land and construction of buildings.
  - viii. "Contract" means the Contract signed by the Parties and all the attached documents which includes General Conditions (GC), the Special Conditions (SC), and the Appendices.
  - ix. "e-Auction agency" means the agency engaged by DSIIDC for conduct of e-auction.
  - x. "Consortium" refers to the group of entities (not exceeding 5) jointly submitting the Bid as a Bidder. Each of the members of the Consortium shall individually be referred to as "Consortium Member".
  - xi. "Lead Partner" means Where the Applicant/Bidder is a Consortium, the Consortium Member having at least 30% stake in the Consortium, meeting the Eligibility Criteria, either by itself or through one of its Affiliate and designated as the "Lead Member" of such Consortium by all the Consortium Members.
  - xii. "Company" means a company incorporated under the Companies Act 2013 or any previous company law.
  - xiii. "Partnership" is the relation between persons who have agreed to share the profits of a business carried on by all or any of them acting for all. Persons who have entered into partnership with one another are called individually, "partners" and collectively "a firm".
  - xiv. "Co-operative Societies" are formed for the promotion of thrift and self-help among agriculturists, artisans and persons of limited means Co-operative Societies for the promotion of thrift and self-help among agriculturists, artisans and persons of limited means.
  - xv. Information and Communication Technology (ICT) has three components, that is, Information technology equipment (Computers and related hardware), communications equipment and software.

### III. DISCLAIMER

The information contained in this e-auction document or subsequently provided to intending bidder(s), whether verbally or in documentary or any other form, by or on behalf of Delhi State Industrial & Infrastructure Development Corporation Ltd. (DSIIDC in short) or any of their employees or advisors, on the terms and conditions set out in this e-auction document and such other terms and conditions subject to which such information is provided.

This e-auction document is not an agreement and is neither an offer nor invitation by DSIIDC to the intending bidders or any other person. The purpose of this e-auction document is to provide interested parties with information that may be useful to them in the formulation of their Bid for expressing their interest pursuant to this e-auction (the "Bid"). This e-auction document includes statements, which reflect various assumptions and assessments arrived at by DSIIDC in relation to the e-Auction. Such assumptions, assessments and statements do not purport to contain all the information that each intending bidder may require. This e-auction document may not be appropriate for all persons, and it is not possible for DSIIDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-auction documents. The assumptions, assessments, statements and information contained in this e-auction document may not be complete, accurate, adequate or correct. Each intending bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-auction document and obtain independent advice from appropriate sources.

Information provided in this e-auction document to the intending bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DSIIDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DSIIDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any intending bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this e-auction document.

DSIIDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any intending bidder upon the statements contained in this e-auction document. DSIIDC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-auction document.

#### IV. INSTRUCTIONS TO INTENDING BIDDERS

1. Delhi State Industrial & Infrastructure Development Corporation Ltd. (in short DSIIDC) announces open public e-auction for allotment of Built-up Kiosks in Bawana Industrial Area as per details described at ANNEXURE-I on Free Hold basis as per the Terms and Conditions described in this e-auction document on 'as is where is basis'. It will be presumed that the bidders have visited the site and satisfied themselves with the prevalent site conditions in all respects including location, available infrastructural facilities, etc. before participating in the e-auction and submitting the bid.

2. Eligibility:

- i) Any person, who has attained majority, a group of persons, Company, Proprietary Firm, Partnership Firm, Joint Venture, or Consortium, or Registered Co-operative Society;
- ii) The bidder must be a Citizen of India and he/she should be competent to enter into a contract;
- iii) No change in name of the bidder except within blood relationship in case of a proprietorship or partnership firm will be allowed under any circumstances;
- iv) NRIs and PIOs may also participate in e-auction as per the Notification No. FEMA/21/2000/RB dated 03.05.2000 issued by RBI or the rules in force for the time being.

3. Intending bidders have to get themselves registered on the e-auction portal i.e. [www.tenderwizard.com/DSIIDCAUCTION](http://www.tenderwizard.com/DSIIDCAUCTION). For details of registration process and participation in this e-auction, intending bidders may visit the designated e-auction portal [www.tenderwizard.com/DSIIDCAUCTION](http://www.tenderwizard.com/DSIIDCAUCTION) or DSIIDC website [www.dsiidc.org](http://www.dsiidc.org) and download the e-auction document free of cost. Intending bidders may register themselves/their firms online at the above e-auction portal through the navigation link for registration available on homepage of e-auction portal. It may be noted that digital signature (class-III) of the intending bidders are mandatory to participate in e-auction. For facility of the intending bidders, Helpdesks have been set up in DSIIDC office at (i) Plot No. 74-A, DSIIDC Office Building, Ring Road, Lajpat Nagar-III, New Delhi (ii) DSIIDC Site Office, Auchandi Road, Bawana Industrial Area, Delhi and (iii) DSIIDC Office, Administrative Block Building, Sector-J, Narela Industrial Area, Delhi. They may also contact the e-auction agency at the contact points given at the e-auction portal to get/acquire the required information and training on registration, e-auctioning process and for any other clarification on e-auction on all working days during working hours. Only registered bidders, who are eligible and have paid EMD online, will be able to participate in this e-auction.

4. Format and Signing of Proposal: Bidders would provide all the information as per this e-auction Document and in the specified formats. DSIIDC reserves the right to reject any proposal that is not in the specified formats.

5. Earnest Money Deposit (EMD): To be able to participate in e-auction, the prescribed EMD amounting to 25% of the bid premium is to be submitted in two stages as follows:

- i) 5% of the reserve price at first stage by all Bidders i.e. before participation in the e-auction.
- ii) 20% of the bid premium (H-1 Bid) and difference of 5% of reserve price at second stage by successful bidder (H-1 Bidder) within seven days from the date of issue of LOI after acceptance of the bid by the competent authority.
- iii) The EMD shall be payable on-line through NEFT/RTGS on the e-auction Portal i.e. [www.tenderwizard.com/DSIIDCAUCTION](http://www.tenderwizard.com/DSIIDCAUCTION). Detailed instructions to guide the bidders regarding e-payment steps are available on the said portal/website.
- iv) No offer/bid shall be accepted without successful payment of EMD.
- v) The EMD will be adjusted in the payment against the bid premium payable to the DSIIDC by the successful Bidder (H-1 Bidder).
- vi) The EMD paid by the bidders, whose offers have not been accepted shall be returned to them without any interest. The same shall be refunded electronically in the Bank account of the unsuccessful bidders within 15 days of the completion of auction process. The deposit shall not be adjusted against any other scheme.
- vii) Only the Bidders making payments of first stage EMD, will be allowed to participate in the e-Auction process.

6. Submission of Bid :

- i. For participation in the e-auction process, intending bidders, after successful registration on e-auction portal, are required to submit/pay EMD amounting to 5% of the reserved price, as detailed in Annexure-I, online.
- ii. Bid received by post/courier shall not be entertained.
- iii. Following documents are to be uploaded online-
  - a. Scanned copy of Affidavit (format as per Annexure-II)
  - b. Letter of Application and Intent (format as per Annexure - III)
  - c. Copy of Income Tax PAN
- iv. A bidder may participate in e-auction for any number of Kiosks. Affidavit (Annexure-II) and letter of application and intent (Annexure-III) in respect of each Kiosk are to be submitted separately with separate EMDs.

7. Evaluation of Bid :

- i. The accepting officer, subject to confirmation of the MD, DSIIDC, normally accept the highest bid for a Kiosk, provided that it is above the reserve price and found competitive enough to reflect the market value of the Kiosk auctioned for.
- ii. The confirmation of the highest bid shall be in the sole discretion of the MD, DSIIDC who does not bind himself to confirm the highest bid and reserve to himself the right to reject all or any of the bids without assigning any reason. Any bid not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.

- iii. After the bids are confirmed/accepted by the competent authority, a communication shall be sent to the successful bidder. The successful bidder is required to pay/deposit online the second stage EMD (20% of the premium offered and difference of 5% of reserve price) within 7 days from the date of issue of LOI. In case the second stage EMD is not submitted within the stipulated period, bid shall stand cancelled and the first stage EMD (5% of the reserve price) submitted along the bid shall be forfeited.
  - iv. After deposit of second stage EMD, the DSIIDC will issue Demand-cum-allotment letter for the Kiosk to the bidder whose bid has been accepted through registered post calling upon him to remit the balance 75% amount/premium of the bid offered within 90 days of issue of demand-cum-allotment letter.
  - v. In case the payment of the balance premium is not received within the stipulated period of 90 days as indicated above, he/she shall be liable to pay the interest on the balance amount/premium @ 12.5% per annum where the delay is 30 days or less and 15% per annum where the delay exceeds 30 days, for the period beyond 90 days allowed for making payment of balance amount/premium, provided that such delay does not exceed 90 days. Failure to make payment of balance 75% bid amount within maximum permissible period of 180 days, the bid shall automatically stand cancelled and the entire EMD (25% of premium offered) shall stand forfeited without any notice. In that eventually, DSIIDC shall be entitled to re-auction the Kiosk.
  - vi. The bidder after submission of bid shall not be permitted to withdraw, surrender or modify his/her bid on any ground whatsoever. If he/she withdraws or surrenders the bid, the entire amount of EMD shall be forfeited. This shall be without prejudice to other rights or remedies that may be available to DSIIDC.
8. **Validity of Bid :** The Bidders shall keep their bid valid for acceptance by the competent authority for a period of 180 days from date of e-auction. If the bidder withdraws his bid within the period of 180 days, EMD shall be forfeited without any notice.
9. **Proposal Preparation Cost:** The Bidder shall be responsible for all the costs associated with the preparation of his proposal and participation in the bidding process. DSIIDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding/e-auction.
10. **Language and Currency:** The Proposal and all related correspondence and documents shall be written in the English language. The currency for the purpose of the bid shall be the Indian Rupee (INR).
11. **Amendment of E-Auction Document:** At any time prior to the date of online bidding under this e-auction, DSIIDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the e-auction Document. Any modification so issued will be informed to all the prospective bidders by uploading it on DSIIDC website as well as on e-auction portal. Such modification will be binding upon all bidders participating in e-auction process.



12. Confidentiality: Information relating to the e-auction process shall not be disclosed to any person who is not officially concerned with the process. DSIIDC will treat all information submitted as part of proposal as confidential and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

13. DSIIDC's Right to Accept or Reject Proposal: DSIIDC reserves the right to accept or reject any or all of the proposals/e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the e-auction process, at any time prior to the allotment, without liability or any obligation for such acceptance, rejection or annulment.

14. Clarifications: In the process of evaluation of proposals, DSIIDC may, at its sole discretion, ask any Bidder for clarification on its proposal. The request for clarification and the response shall be in writing. No change in the substance of the proposal would be permitted by way of such clarifications.

15. For any assistance/ clarification regarding the kiosks offered for allotment through e-auction, intending bidders may contact office of the Executive Engineer/Estate Manager concerned whose contact details are given hereunder :-

Office of the Executive Engineer  
DSIIDC Site Office, Auchandi Road,  
Bawana Industrial Area, Delhi

16. Force Majeure: The bidders shall not be responsible for failure or delay in performing their obligations under these presents due to force majeure, which shall include natural calamities including epidemic, lightning, earthquake, flood, storm or other unusual or extreme adverse weather or environmental conditions. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party. The notice shall include particulars of the nature of Force Majeure event, the effect it is likely to have on the affected party's performance of its obligations and the measures which the affected party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure.

17. Disputes : In the event of any question, dispute or difference arising under this e-auction document, or in connection therewith the Parties shall endeavor to first settle it by mutual conciliation at the level of the Managing Director, DSIIDC. In case, the dispute is not settled, only the local Courts in Delhi shall have the jurisdiction to adjudicate the dispute.

V. TECHNICAL TERMS AND CONDITIONS OF E-AUCTION

1. Intending bidders shall ensure the following before participating in the e-auction:-
  - i) Intending bidders have to get themselves registered on the e-auction portal i.e. *www.tenderwizard.com/DSIIDCAUCTION* by making online payment for Rs.1500 + applicable GST (non-refundable).
  - ii) Intending bidders shall have a valid class III Digital Signature Certificate (DSC) issued by any of the authorized certifying authority. Help is provided to prospective bidders for procuring DSC at the help desks mentioned above.
  - iii) Intending bidders shall safely keep their User ID and password, which will be issued by the e-Auction agency upon registration, and which is necessary for e-bidding.
  - iv) Intending bidders shall not disclose their User ID as well as password and other material information relating to the bidding to anyone and will safeguard its secrecy.
  - v) Intending bidders are advised to change the password immediately on receipt from the e-auction agency.
  - vi) Intending bidders should not use the same generated NEFT/RTGS challan for multiple payments.
  - vii) Intending bidders should make only one single payment for the respective auctions and do not use multiple payments for the same auction.
  - viii) Intending bidders should provide Bank Account details correctly in their profile at the time of registration for refund process. If any discrepancy exists in the Bank account details, refund transactions may get rejected and in consequence thereof, refund may get delayed.
2. Time Extension: If any market leading bid (bid higher than the highest at the point in time) is received within the last Ten minutes of closing time, the time of auction will get automatically extended by another Ten minutes and so on. Subsequently, if no further bid higher than the last quoted highest bid is received within the said extended Ten minutes, the auction will be automatically closed at the expiry of the extended Time.
3. Training and Assistance Booth for the intending bidders: For facility of the intending bidders, Helpdesks have been set up at DSIIDC Help Desk, (i) Plot No. 74-A, DSIIDC Office Building, Ring Road, Lajpat Nagar-III, New Delhi-110024 (ii) DSIIDC Site Office, Auchandi Road, Bawana Industrial Area, Delhi and (iii) DSIIDC Office, Administrative Block Building, Sector-J, Narela Industrial Area, Delhi. Intending bidders may get the required information and training on e-auctioning process on all working days during working hours.
4. 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.
5. The bidders are required to bid with reference to the Kiosks put on e-auction over and above the reserve price mentioned in the ANNEXURE-I. E-auction will be conducted as per schedule mentioned in e-auction document. The e-Auction will start as per schedule

mentioned in this document. The bid for e-auction shall start with minimum one increment above the reserve price. The reserve price as mentioned in the document may not be treated as final price. Bid Increment in e-auction shall be as indicated in the Annexure-I or in multiple thereof. The schedule of bidding in respect of plots offered will be as under :-

Kiosk listed at Sl. No. 1 to 50 in the Annexure-I	21/01/2021 from 02:00 pm to 04:00 pm
Kiosk listed at Sl. No. 51 to 102 in the Annexure-I	22/01/2021 from 02:00 pm to 04:00 pm

6. E-auction Processing Charge will be paid by the successful bidder of each Kiosk to the e-auctioning agency engaged by DSIIDC at the rate of 0.65% of the bid offered (awarded value) subject to maximum of Rs. 18,00,000/- + GST. Payment of E-auction Processing Charges (with GST applicable) is to be made online at the e-auction portal within 7 days of issue of LOI (Letter of Intimation), failing which Demand-cum-Allotment Letter of the Kiosk will not be issued to the successful bidder and EMD will be forfeited.

7. Note of caution for the Bidders:

- i) Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at their end. To avoid losing out on bidding because of aforesaid unforeseen reasons, it is advised to have reliable internet connection and ICT equipments and as also not to wait for the last moment for submitting bid.
- ii) The Bidder is expected to carefully examine all the instructions, terms and conditions and formats of the e-auction. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to the requirements of the e-auction shall be at Bidder's own risk and may be liable for rejection.

8. In the case of disruption of service at the service provider's end while auction is live due to any technical snag or otherwise attributable to the system failure at the server end, DSIIDC in consultation with Application Administrator (e-auction agency) may decide to resume auction, if required. In this case status quo of Auction will be maintained prior to failure and process would continue from that point onwards.

9. Letter of Intimation (LOI): The Letter of Intimation shall be issued to H-1 Bidder, online within 7 days of the approval of the bid by the Competent Authority.

10. Acknowledgement Letter of Acceptance (LOA): Within a maximum of 7 days from the date of issue of the LOI, the H-1 Bidder shall acknowledge the receipt of LOI and give his concurrence by signing the letter and uploading it on the e-auction portal [www.tenderwizard.com/DSIIDCAUCTION](http://www.tenderwizard.com/DSIIDCAUCTION).

## VI. GENERAL TERMS & CONDITIONS OF THE E-AUCTION AND ALLOTMENT

1. The competent authority may without assigning any reasons, withdraw any Kiosk from the e-Auction at any stage.
2. The bid shall be for the amount of premium offered for the freehold rights in the Kiosk being auctioned on "as is where is basis". It is presumed that the intending bidder has inspected the site and has familiarized himself/herself with the prevalent site conditions in all respects before offering the bid.
3. The accepting officer shall subject to confirmation of the MD, DSIIDC, normally accept the highest bid for a Kiosk provided that it is above the reserve price and found to be competitive enough to reflect the market value of the Kiosk auctioned for. The confirmation of the highest bid shall be at the sole discretion of the MD, DSIIDC who does not bind himself to confirm the highest bid and reserve the right to reject all or any of the bids without assigning any reason.
4. If the bid is not accepted, the Earnest Money will be refunded to the bidder without any interest. If due to any reason, DSIIDC has to withdraw the Kiosk from auction (including non-handing over of the possession of the Kiosk to the successful bidder/allottee due to any reason whatsoever), then the EMD and the bid premium deposited together with bid processing fee (excluding GST), will be refunded to the successful bidder/allottee without any interest up to a period of six months from the date of e-auction. Beyond six months period, DSIIDC will pay an interest at the rate of 7% per annum for such period.
5. The bidder after submission of bid shall not be permitted to withdraw, surrender or modify his/her bid on any ground whatsoever and the bid shall remain valid for 180 days from date of e-auction. If he withdraws or surrenders the bid, the entire amount of earnest money shall be forfeited. This shall be without prejudice to other rights or remedies that may be available to DSIIDC.
6. The Demand-cum-Allotment letter will be sent to the successful bidder after the bid is accepted by the Competent Authority and receipt of EMD. The successful bidder is required to make payment of balance 75% bid amount, within 90 days from the date of issue of the Demand-cum-Allotment letter. In case successful bidder fails to deposit the balance amount/premium in 90 days, he/she shall be liable to pay the interest on the balance amount/premium @ 12.5% per annum where the delay is 30 days or less and 15% per annum where the delay exceeds 30 days, for the period beyond 90 days allowed for making payment of balance amount/premium, provided that such delay does not exceed 90 days.
7. In case payment of balance premium along with interest (if any) is not received within the maximum permissible period of 180 days from date of issue of Demand-cum-Allotment letter, as indicated above, the Demand-cum-Allotment Letter shall stand automatically cancelled and the entire EMD shall stand forfeited, without any further notice.

8. The successful bidder may avail loan facility from financial institutions for paying balance 75% bid amount, for which NoC/mortgage permission is offered.

9. After making the payment of balance amount of premium offered as indicated above, the successful Bidder/Allottee shall appear before the Divisional Manager (REM) in his office in person or through an authorized representative along with the terms and conditions of e-auction duly typed on a Non-Judicial Stamp Paper worth Rs. 100/- signed by the successful Bidder/Allottee and duly attested by a Notary Public, specimen signature of successful Bidder, if an individual, or all the partners, if the successful Bidder is a Partnership Firm or the person authorized by the Company through resolution passed by the Board of Directors to enter into contract and take possession, in case the successful Bidder is a Company, as the case may be, 5 passport size photographs, and other documents, if any, indicated in the Demand-cum-Allotment Letter. On submission of the aforesaid documents, the Possession Letter will be issued to the successful Bidder/Allottee. The Possession Letter so issued shall carry the date on which physical possession of the Kiosk will be handed over to the successful Bidder/Allottee at site. Failure to take possession of the allotted Kiosk on stipulated date, next date of possession will be fixed only on payment of Rs. 1000/- per month or part thereof on account of penalty for not taking over possession by the allottee. Possession, however, must be taken within 3 months from the date initially fixed for the same and in case possession is not taken within 3 months, then the allotment shall stand cancelled and the allottee will not be entitled to any compensation/refund.

10. The size of the Kiosk announced by DSIIDC at the time of the e-auction, being only approximate, the bidder whose bid is accepted shall have to accept variations up to 5% either way in the area of the kiosks for which his/her bid has been offered. No additional payment or refund as the case may be, of amount of the premium offered, will be made for such varied area provided it is within the limit of 5%.

11. Operations and Maintenance charges :- The allottee shall be responsible for all sorts of maintenance of the Kiosk and shall be liable to pay the DSIIDC Operations and Maintenance charges as per the provisions of the Delhi Industrial Development, Operation & Maintenance Act, 2010 and rules framed thereunder and other charges as may be applicable, to the authorities concerned.

12. Cost and Expenses: The cost and expenses of preparation, stamp duty and registering the Conveyance Deed and all other incidental expenses shall be borne by the allottee/successful bidder. The allottee shall also pay any other duty/charges as may be levied by any other authority.

13. The terms and conditions of the auction shall be strictly followed by the successful bidder/allottee and in case of any breach of terms and conditions of the auction, allotment and the conveyance deed shall stand cancelled. The Orders of the competent authority in DSIIDC in respect of the interpretation of any conditions of the auction, conveyance deed shall be final and binding and shall not be called in question in any proceedings.

14. Compliance with Statute, Regulations: The allottee shall comply with all Statutory Provisions, Rules and Regulations, Bye Laws, etc. in all respects, including paying all fees, taxes in accordance with the provisions of:

- i) Any Central or State Enactment, Ordinance or other Statute, or any regulation, or bye laws of any local or other duly constituted authority, and
- ii) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the implementation of the Project.
- iii) Each allottee will be required to seek approvals/clearances in respect of their Kiosk as may be required, from all local authorities concerned & abide by all conditions as per their guidelines.

15. Execution of Conveyance Deed : The Bidder/Allottee shall be required to execute Conveyance Deed in the approved format after taking over possession of the Kiosk. For this purpose, three copy of the Conveyance deed will be provided to the allottee. Allottee is required to submit the Conveyance deed papers with stamp paper of required value within 3 months so as to ensure execution of the Conveyance Deed.

16. If the allotment of the Kiosk is obtained by any concealment, mis-representation, mis-statement or fraud and if there is any breach of conditions of the e-auction, the allotment/Conveyance deed will be cancelled and the possession of the Kiosk will be taken over by the DSIIDC and the allottee will not be entitled to any compensation/refund.

17. The Allottee shall not use the Kiosk for any purpose other than that for which it has been allotted. The Allottee shall not be entitled to divide the Kiosk or amalgamate it with any other Kiosk. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the Kiosk shall be resumed by the DSIIDC and the allottee will not be entitled to any compensation/refund.

18. Other clauses :

- i. The DSIIDC reserves the right to make any amendments, additions, deletions and alterations in the terms and conditions of allotment, as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee.
- ii. In case of any dispute in the interpretation of any word or terms and conditions of the e-auction and consequent allotment of plot, the decision of the MD, DSIIDC shall be final and binding on the Allottee and his / her / their successor.
- iii. The Allottee shall require to pay within such time such additional sum or sums towards premium as may be decided upon by the DSIIDC on account of the compensation awarded by the Land Acquisition Collector being enhanced on reference or in appeal or both and the decision of the DSIIDC in this behalf shall be final and binding on the Allottee, the Allottee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee and his / her / their successor.

- iv. DSIIDC will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- v. The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before participating in the bidding.
- vi. Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the authorities concerned by the Allottee.

19. All dues payable to DSIIDC in respect of the Kiosk shall be recoverable as arrears of land revenue and will be the first charge on the property.

20. Consequence of mis-representation: If the allotment is found to be obtained by any misrepresentation, concealment, and suppression of any material facts by the Bidder/Allottee, the allotment of Kiosk shall be cancelled. Further for any violation /breach of the terms and conditions aforesaid, the allotment of the Kiosk shall be liable to be cancelled and the conveyance deed if already executed, liable to be determined. The Bidder/allottee shall not be entitled to any compensation whatsoever, or to the return of any premium to him. Legal action for such misrepresentation, concealment, suppression of material facts, violation /breach of the terms and conditions shall also be taken.

Signature of the Bidder/Allottee

Details of Built-up Kiosks offered for allotment on Freehold basis through e-auction, with reserve price, First Stage EMD and bid increment value

Location : Bawana Industrial Area, Delhi

Serial No.	Sector	Pocket	Near Plot No.	Kiosk No.	Area of Kiosk (Sqm)	Reserve Price in INR	EMD in INR	Bid Increment in INR
1	1	C	79	1/C/1	7.70	10,35,000	52,000	1,100
2	1	C	94	1/C/2	7.70	10,35,000	52,000	1,100
3	1	C	111	1/C/5	7.70	10,35,000	52,000	1,100
4	1	C	126	1/C/6	7.70	10,35,000	52,000	1,100
5	1	E	130	1/E/9	7.70	10,35,000	52,000	1,100
6	1	E	122	1/E/10	7.70	10,35,000	52,000	1,100
7	1	F	153	1/F/13	7.70	10,35,000	52,000	1,100
8	1	F	164	1/F/14	7.70	10,35,000	52,000	1,100
9	1	F	121	1/F/17	7.70	10,35,000	52,000	1,100
10	1	F	112	1/F/19	7.70	10,35,000	52,000	1,100
11	1	H	148	1/H/22	7.70	10,35,000	52,000	1,100
12	1	H	165	1/H/23	7.70	10,35,000	52,000	1,100
13	1	I	117	1/I/27	7.70	10,35,000	52,000	1,100
14	1	I	116	1/I/28	7.70	10,35,000	52,000	1,100
15	1	I	87	1/I/31	7.70	10,35,000	52,000	1,100
16	1	I	86	1/I/32	7.70	10,35,000	52,000	1,100
17	1	J	152	1/J/35	7.70	10,35,000	52,000	1,100
18	1	J	153	1/J/36	7.70	10,35,000	52,000	1,100
19	1	M	190	1/M/39	7.70	10,35,000	52,000	1,100
20	1	M	139	1/M/45	7.70	10,35,000	52,000	1,100
21	1	M	150	1/M/46	7.70	10,35,000	52,000	1,100
22	1	O	162	1/O/49	7.70	10,35,000	52,000	1,100
23	1	O	163	1/O/50	7.70	10,35,000	52,000	1,100
24	2	B	112	2/B/1	7.70	10,35,000	52,000	1,100
25	2	B	97	2/B/2	7.70	10,35,000	52,000	1,100
26	2	B	80	2/B/5	7.70	10,35,000	52,000	1,100
27	2	B	69	2/B/6	7.70	10,35,000	52,000	1,100
28	2	C	135	2/C/9	7.70	10,35,000	52,000	1,100
29	2	C	136	2/C/10	7.70	10,35,000	52,000	1,100
30	2	C	167	2/C/13	7.70	10,35,000	52,000	1,100
31	2	C	168	2/C/14	7.70	10,35,000	52,000	1,100
32	2	D	97	2/D/17	7.70	10,35,000	52,000	1,100
33	2	D	112	2/D/18	7.70	10,35,000	52,000	1,100
34	2	D	69	2/D/21	7.70	10,35,000	52,000	1,100



Serial No.	Sector	Pocket	Near Plot No.	Kiosk No.	Area of Kiosk (Sqm)	Reserve Price in INR	EMD in INR	Bid Increment in INR
35	2	D	80	2/D/22	7.70	10,35,000	52,000	1,100
36	2	E	184	2/E/25	7.70	10,35,000	52,000	1,100
37	2	E	169	2/E/26	7.70	10,35,000	52,000	1,100
38	2	F	77	2/F/29	7.70	10,35,000	52,000	1,100
39	2	F	92	2/F/30	7.70	10,35,000	52,000	1,100
40	2	G	176	2/G/35	7.70	10,35,000	52,000	1,100
41	2	G	177	2/G/36	7.70	10,35,000	52,000	1,100
42	2	H	153	2/H/39	7.70	10,35,000	52,000	1,100
43	2	H	164	2/H/40	7.70	10,35,000	52,000	1,100
44	2	I	131	2/I/43	7.70	10,35,000	52,000	1,100
45	2	I	146	2/I/44	7.70	10,35,000	52,000	1,100
46	2	I	163	2/I/47	7.70	10,35,000	52,000	1,100
47	2	I	178	2/I/48	7.70	10,35,000	52,000	1,100
48	2	J	161	2/J/51	7.70	10,35,000	52,000	1,100
49	2	J	176	2/J/52	7.70	10,35,000	52,000	1,100
50	2	J	133	2/J/55	7.70	10,35,000	52,000	1,100
51	2	J	144	2/J/56	7.70	10,35,000	52,000	1,100
52	2	K	113	2/K/59	7.70	10,35,000	52,000	1,100
53	2	K	112	2/K/60	7.70	10,35,000	52,000	1,100
54	2	K	145	2/K/63	7.70	10,35,000	52,000	1,100
55	2	K	144	2/K/64	7.70	10,35,000	52,000	1,100
56	2	M	110	2/M/69	7.70	10,35,000	52,000	1,100
57	2	M	111	2/M/70	7.70	10,35,000	52,000	1,100
58	2	N	162	2/N/73	7.70	10,35,000	52,000	1,100
59	2	N	161	2/N/74	7.70	10,35,000	52,000	1,100
60	2	N	130	2/N/77	7.70	10,35,000	52,000	1,100
61	2	N	129	2/N/78	7.70	10,35,000	52,000	1,100
62	2	O	94	2/O/81	7.70	10,35,000	52,000	1,100
63	2	O	102	2/O/82	7.70	10,35,000	52,000	1,100
64	3	B	132	3/B/1	7.70	10,35,000	52,000	1,100
65	3	B	133	3/B/2	7.70	10,35,000	52,000	1,100
66	3	B	162	3/B/5	7.70	10,35,000	52,000	1,100
67	3	B	163	3/B/6	7.70	10,35,000	52,000	1,100
68	3	C	163	3/C/11	7.70	10,35,000	52,000	1,100
69	3	C	162	3/C/12	7.70	10,35,000	52,000	1,100
70	3	C	133	3/C/15	7.70	10,35,000	52,000	1,100
71	3	C	132	3/C/16	7.70	10,35,000	52,000	1,100
72	3	D	116	3/D/21	7.70	10,35,000	52,000	1,100
73	3	D	117	3/D/22	7.70	10,35,000	52,000	1,100
74	3	E	140	3/E/25	7.70	10,35,000	52,000	1,100
75	3	E	125	3/E/26	7.70	10,35,000	52,000	1,100

Serial No.	Sector	Pocket	Near Plot No.	Kiosk No.	Area of Kiosk (Sqm)	Reserve Price in INR	EMD in INR	Bid Increment in INR
76	3	E	108	3/E/29	7.70	10,35,000	52,000	1,100
77	3	E	93	3/E/30	7.70	10,35,000	52,000	1,100
78	3	K	161	3/K/33	7.70	10,35,000	52,000	1,100
79	3	K	176	3/K/34	7.70	10,35,000	52,000	1,100
80	3	K	193	3/K/37	7.70	10,35,000	52,000	1,100
81	3	K	204	3/K/38	7.70	10,35,000	52,000	1,100
82	3	L	112	3/L/41	7.70	10,35,000	52,000	1,100
83	3	L	113	3/L/42	7.70	10,35,000	52,000	1,100
84	3	L	144	3/L/45	7.70	10,35,000	52,000	1,100
85	3	L	145	3/L/46	7.70	10,35,000	52,000	1,100
86	3	N	J-145	3/N/49	7.70	10,35,000	52,000	1,100
87	3	N	53	3/N/50	7.70	10,35,000	52,000	1,100
88	3	N	E-64	3/N/55	7.70	10,35,000	52,000	1,100
89	3	N	E-238	3/N/56	7.70	10,35,000	52,000	1,100
90	3	O	145	3/O/59	7.70	10,35,000	52,000	1,100
91	3	O	146	3/O/60	7.70	10,35,000	52,000	1,100
92	4	B	161	4/B/1	7.70	10,35,000	52,000	1,100
93	4	B	160	4/B/2	7.70	10,35,000	52,000	1,100
94	1	H	157	1/H/14	5.32	7,17,000	36,000	800
95	4	C	258	4/C/82	7.26	9,76,000	49,000	1,000
96	1	O	154	1/O/51	7.94	11,67,000	59,000	1,200
97	1	O	132	1/O/52	7.94	11,67,000	59,000	1,200
98	1	F	113	1/F/20	7.70	10,35,000	52,000	1,100
99	1	H	113	1/H/21	7.70	10,35,000	52,000	1,100
100	1	H	180	1/H/24	7.70	10,35,000	52,000	1,100
101	1	M	167	1/M/41	7.70	10,35,000	52,000	1,100
102	1	M	158	1/M/43	7.70	10,35,000	52,000	1,100

AFFIDAVIT

(To be given separately by each constituent of the auctioneer in the case of Joint Venture/Consortium on Stamp paper of Rs.100/-)

Whereas I ..... S/o ..... R/o.....  
..... will bid for e-auction for Kiosk No ..... at Sector  
....., Pocket....., Bawana Industrial Area.

Now therefore, I the undersigned do hereby solemnly affirm and declare that the information supplied to is accurate, true and correct. It is further affirmed and declared that aforesaid Kiosk has been physically inspected by me and found to be commensurate with the details provided with the e-auction document posted on the e-auction portal.

The undersigned also authorize(s) and request (s) to any bank, person or firm to furnish pertinent information deemed necessary as requested by the DSIIDC to verify my reputation.

The undersigned also understands and agrees that further qualifying information may be required at any stage of e-auction process and agrees to furnish any such information at the request of the DSIIDC.

The undersigned also understands that furnishing of false information could result in disqualification of my Bid for the allotment of kiosk.

(Signed by an Authorized Signatory of the Firm)

(Deponent)

Verification

I the above named deponent do hereby verify on this ..... day of ..... 2020, at New Delhi the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

(Deponent)

LETTER OF APPLICATION AND INTENT

(On Letter head of the applicant or lead partner responsible for the Consortium/Joint Venture including Full Postal Address, Telephone No., E-mail Address)

Date

To

The Divisional Manager (REM),  
Delhi State Industrial & Infrastructure Development Corporation Ltd.,  
DSI IDC Office Building, Plot No. 74 A,  
Ring Road, Lajpat Nagar-III, New Delhi -110024

Sir,

1. Being duly authorized to represent and on behalf of (hereinafter the Applicant), and having studied and fully understood all the information provided in the e-auction document, the undersigned hereby apply as an auctioneer for the Kiosk No ..... at Sector ....., Pocket ....., Bawana Industrial Area according to the terms and conditions of the offer made by DSI IDC for the said kiosk.
2. The payments towards the Earnest Money Deposit have already been made online.
3. DSI IDC and its authorized representatives are hereby authorized to conduct an inquiry or investigation to verify the statements, documents and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to; in the supporting Information, to provide such Information deemed necessary and requested by yourself to verify statements and information provided in this application or with regard to the resources, experience and competence of the Applicant.
4. This application is made with full understanding that:
  - a. Bid will be subject to verification of all information submitted at the time of bidding.
  - b. DSI IDC reserves the right to reject or accept any Bid, cancel bidding process and reject all bids.
  - c. DSI IDC shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
5. The undersigned, declares that the statement made, and the information provided in the duly completed application form enclosed are complete, true and correct in every detail.

6. We have read the terms and conditions of the offer detailed in the e-auction document and are willing to abide by them unconditionally.
7. The offer made by us is valid for the next six months.

Name ..... Name .....

For and on behalf of ..... For and on behalf of .....  
 (Name of Applicant of lead partner of a  
 Joint Venture/consortium)

(Joint Venture/Consortium)

Signed.....Signed.....

Name.....Name.....

For and on behalf of .....For and on behalf of.....  
 (Name of Applicant of lead partner of a  
 Joint Venture/consortium)  
 (Joint Venture/consortium)

Signed ..... Signed .....

Name .....Name.....

For and on behalf of .....For and on behalf of .....

(Name of Applicant of lead partner of a  
 Joint Venture/consortium)  
 (Joint Venture/consortium)

Signed .....Signed.....