



DELHI DEVELOPMENT AUTHORITY

TENDER DOCUMENT FOR E-AUCTION

OF

INSTITUTIONAL PLOTS ON PERPETUAL LEASE HOLD BASIS

2018-19

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

Handwritten signature
27/12

DD/IL
Deputy Director
(Institutional Branch)
Delhi Development Authority
104, Vikas Sadan, New Delhi-23

Handwritten signature
27/12/19
AD/IL

Scheduled of Bidding Process
E-Auction of Institutional Plots on Perpetual Lease hold basis

1	Reserve Price	As per Annexure-I
2	Start date of online registration for participating e-auction on www.tenderwizard.com/DDAAUCTION	01.03.2019 to 20.03.2019 (6:00 PM)
3	Earnest Money Deposit.	Rs.20,00,000/- for each plot having reserved price upto 100 crores and Rs.30,00,000/- for each plot having reserved price more than 100 crores as Earnest Money Deposit.
4	Last date for online submission of mandatory documents with EMD	20.03.2019 (6:00 PM)
5	List of mandatory documents to be uploaded on the portal at the time of request along with EMD.	The bidder is required to attach the identity proof and address proof with E-auction Form online
6	Cost of offer documents	Free of cost
7	Help desk operation for training and information on e-auction	01.03.2019 onwards
8	Date of online bidding under this e-auction	26.03.2019 (9:30 AM to 5 PM)

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

Handwritten signature
DDA/IL
Deputy Director
(Institutional Branch)
Delhi Development Authority
B-1, Vikas Sadan, New Delhi-23

Handwritten signature
27/2/19
AD/IL

TERMS AND CONDITIONS OF E-AUCTION FOR ALLOTMENT OF INSTITUTIONAL PLOTS ON **PERPETUAL LEASE HOLD BASIS** UNDER THE DELHI DEVELOPMENT AUTHORITY (DISPOSAL OF DEVELOPED LAND) RULE, 1981.

A. Allotment

1. Any individual who is not a minor or a group of persons including a trust, a firm, a registered society, or a company registered under the Companies Act as a corporate entity may participate in e-auction for allotment of Institutional plots on perpetual lease hold basis.
2. No change in the name of individual bidder/bidders outside the Blood relation will be allowed under any circumstances without the prior approval of the lessor (DDA) in writing and in case consent is given, the lessor would be entitled to recover 50% portion of the unearned increase (UEI) as per policy and terms & conditions of the Lease proforma.
3. The bidder may bid for as many Institutional plots as desires.
4. The bidder shall be required to submit **Rs.20,00,000/- for each plot having reserved price upto 100 crores and Rs.30,00,000/- for each plot having reserved price more than 100 crores as Earnest Money Deposit (EMD)** in the form of online payment on the e-auctioning portal at the time of request. Separate Bid has to be quoted for each plot and separate Earnest Money has to be submitted for each plot.
5. Please note that the difference in amount of quoted price (HI Bid) and EMD i.e. (25% of the Quoted Price - EMD, as the case may be) will have to be deposited by the successful Bidder within 7 days of the completion of e-auction in the form of online payment on the e-auctioning portal, failing which the EMD will be forfeited and the plot allotment will be cancelled.
6. The area of plots proposed are only approximate, and the successful bidder, whose bids are accepted should be prepared to accept variation of upto 10% either side in the area proposed for e-auction. However, in case of any increase in the actual area of the plot, the bidder will be liable to pay pro rata additional premium and in case of decrease in the area, refund will be made by DDA on pro rata basis.

B. E-auctioning & Submission of Documents.

1. The officer conducting the e-auctions/Director (IL) may, withdraw any plot from the e-auction at any stage without assigning any reason *till the handing over of possession of the plot*. The bid shall be for the amount of premium offered for the perpetual leasehold right of the plot. The plots are being auctioned on "as-is where-is basis". It is presumed that the intending purchaser has inspected the plot and has familiarized himself/herself with the prevalent conditions in all respects before offering the bid.
2. The person 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 full amount of EMD shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to DDA.
3. The Officer conducting the e-auctions/Director (IL) shall normally accept the highest bid subject to confirmation by the competent authority provided the highest bid is above the reserve price.

AD
DD Deputy Director
(Institutional Branch)
Delhi Development Authority
11A, Vikas Sadan, New Delhi-23

AD
27/7/13
15C

4. The officer conducting the e-auctions/Director (IL) may for reasons to be recorded in writing recommend to the competent authority for the rejection of any bid including the highest bid.
5. The confirmation of the highest bid shall be at the sole discretion of the Competent Authority who does not bind himself to confirm the highest bid and reserves to himself the right to reject all or any of the bids without assigning any reason even if the highest bid is above the reserve price.
6. If the bid is not accepted, the Earnest Money will be refunded to the bidder without any interest.
7. The demand-cum-allotment letter would be sent to the successful bidder immediately after the bid is accepted by the competent authority subject to payment of *difference in amount of quoted price (HI bid) and EMD i.e. (25% of the quoted price - EMD, as the case may be) and facilitation charges to e-auctioning agency as mentioned in Clause-C-8 below*. The highest bidder shall make payment of balance 75% of the amount demanded vide demand cum allotment letter referred to above within 90 days from the date of issue of demand letter by Bank Draft/Pay Order/NEFT/RTGS payable at Vikas Sadan, INA, New Delhi branches of Central Bank of India/State Bank of India and shall submit a copy of the bank challan to Dy. Director (IL). The Competent Authority may, in his absolute discretion, extend the last date of payment up to a maximum period of 180 days beyond the last date for payment with reference to the date of issue of demand letter subject to payment of interest on the balance amount @ of 10% per annum at simple rate.

Handwritten: DD/IL
**Deputy Director
(Institutional Branch)
Delhi Development Authority
INA, Vikas Sadan, New Delhi-22**

Handwritten: 27/2/18
AD/IL

8. Facilitation charges will be paid per plot by the successful bidder to the e-auctioning agency engaged by DDA at the following rates: -

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

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

9. Possession will be handed over after receipt of full bid amount subject to verification of payment by the Account Wing. After taking the possession, the successful auction purchaser is required to get the Perpetual Lease Deed executed by the Lease Administrative Officer. In case the execution of Perpetual Lease Deed is not completed within a period of 03 months from the date of issue of the possession letter from the office of Deputy Director (IL), on account of any lapse on the part of the auction purchaser, it will amount to violation of terms & conditions and action including cancellation of allotment of plot will be taken.
10. In case the highest bidder fails to pay balance 75% of amount of the bid amount within 90 days from the date of issue of demand letter or within such extended period if any granted by Competent Authority on his written application, the bid shall stand cancelled and the earnest money forfeited. In that eventuality, the DDA shall be entitled to re-auction the plot.
11. After making the payment of balance 75% of amount and intimating thereof, the highest bidder is required to appear before the Deputy Director (IL) in his office in person or through an authorized representative along with the third copy of bank challan in support of payment of balance 75% amount, terms & conditions of e-auction duly typed on a non-judicial stamp paper worth Rs. 10/- signed by auction purchaser(s), and duly attested by the notary public, recent passport size photographs of individual/combined/authorize representative of Society, as the case may be. On submission of all documents and subject to verification of the payment made by the auction purchaser, the possession letter will be issued within 30 days and the same can also be collected in person by the auction purchaser. The possession letter so issued will carry the date on which the physical possession of the plot will be handed over to the auction purchaser at site. In case the auction purchaser fails to turn up at site on the date and time fixed for handing over of possession, the next date of possession will be fixed only on payment of penalty @ Rs. 1000/- p.m. for not taking over the possession by the purchaser. The possession, however, must be taken within 03 months from the date of issuance of possession letter and in case it is not taken within the period, then the allotment shall stand cancelled and the Earnest Money shall stand forfeited without notice.
12. In case of default, breach or non-compliance of any of the terms and conditions of the auction or any misrepresentation or concealment of facts or non-payment of balance premium within the due date by the bidder/intending purchaser, the

[Signature]
Deputy Director
(Institutional Branch)
Delhi Development Authority
MA, Vikas Sadan, New Delhi

[Signature]
27/2/15
EU/15

earnest money shall be forfeited.

13. All disputes arising out of this document shall be subject to the jurisdiction of Competent Court of Law at Delhi.
14. In case plot already stand allotted to someone earlier, the amount deposited by the bidder will be refunded and no request to make another allotment of plot will be considered on any ground, whatsoever.

D. GROUND RENT

1. Every successful bidder/allottee shall be liable to pay, in addition to the premium payable, ground rent for holding Nazul land allotted to him at the rate of rupee one per annum for the first five years from the date of physical possession of the plot, (i.e. the date of handing over/taking over of plot), and thereafter it shall be payable at the rate of two and half percent (2.5%) of the total cost of land premium per annum.
2. The rate of ground rent shall be subject to enhancement after each successive period of 30 years from the date of allotment. An interest @ 14% or such other rate, as DDA/lessor may in its absolute discretion decide from time to time without prejudice to the right of re-entry under the lease, shall be charged on all delayed payments in respect of ground rent. It may be clarified that, for a period of delay upto 1 to 15 days, the interest for 15 days shall be calculated and for more than 15 days but upto 30 days, the interest shall be calculated for a full month.

E. EXECUTION OF PERPETUAL LEASE DEED AND OTHER MAIN CONDITION THEREOF

1. The terms & conditions of the lease shall be those which are contained in the form of Perpetual Lease Deed appended to DDA (Disposal of Developed Nazul Land) Rules, 1981. The bidder should in his own interest go through the above said form and should satisfy himself about the terms & conditions prescribed under the Nazul Rules. The bidder shall be deemed to have agreed to all the terms and conditions contained therein with such modifications as may be warranted by the circumstances as specified in the bid document.
2. The plot shall be held by the allottee/bidder as the lessee of the President of India on the terms and conditions prescribed by DDA (Disposal of Development Nazul Land) Rules, 1981, as contained in Perpetual Lease Deed to be executed by the allottee/bidder.
3. The site is offered on "**as-is where-is basis**". The construction, interior design and project management of the premises must be done in accordance with the fire safety rules and all other rules & regulation as stipulated in the relevant status, codes and orders as the case may be.
4. The successful bidder/allottee shall have to erect and complete the building within Five years from the date of taking over of the physical possession of the plot, in accordance with the type, design and order architectural features prescribed by the concerned building Department after sanction of plans and specifications from the appropriate Municipal or other authorities concerned, in accordance with their respective rules, bye-laws etc. as the case may be. The lessee shall be required to obtain specific clearance of DUAC for the specific architectural design/plan it proposes for the plot. The lessee shall not start construction before the said plans etc. are fully sanctioned by the Authorities aforesaid.

5. The plot or building thereon shall not deviate in any manner from the possession plans, MPD and Zonal Development plans and shall not alter the size of the plot whether by sub-division, amalgamation or otherwise.
6. The successful bidder shall also confirm to rules of GNCTD and other regulatory body before the same is made functional. The Hospital/Polyclinic shall also confirm to free treatment as may be fixed by Govt. of NCT of Delhi/Govt. of India from time to time. Violation of these rules shall lead to cancellation of the lease.
7. If the allotment of the plot is obtained by any mis-statement or fraud, the possession of the plot will be taken over by the DDA and allottee will not be entitled to claim any compensation or refund thereof.
8. The terms and conditions of the bid/ perpetual lease deed shall be strictly followed by the successful bidder/purchaser and in case there is any breach of the terms and conditions of the bid or the perpetual lease deed the allotment shall stand cancelled. The orders of V.C. DDA in respect of interpretation of any conditions of the bid and of the perpetual lease deed shall be final and binding and shall not be called in action in any proceedings.
9. (a) The Lessee shall not sell, transfer, assign, or otherwise part with possession of the whole or any part of the said land or any building thereon except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.

PROVIDED that such consent shall not be given for a period of ten years from the commencement of this lease unless, in the opinion of the Lessor, exceptional circumstances exist for the grant of such consent.

PROVIDED FURTHER that, in the event of the consent being given the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover the whole or a portion (as the Lessor may in his absolute discretion determine) of the un-earned increase in the value (i.e. the difference between the premium paid and the market value) of the said land at the time of sale, transfer, assignment, or parting with the possession and the decision of the Lessor in the respect of the market value, shall be final and binding.

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the property after deducting such percentage as decided by the Lessor of un-earned increase as afore-said.

- (b) Notwithstanding anything contained in sub-clause (a) above, the Lessee may with the previous consent in writing of the Lt. Governor, of Delhi (hereinafter called "the Lt. Governor") mortgage or charge the said land to such person as may be approved by the Lt. Governor in his absolute discretion.

Heer
Deputy Director
(Institutional Branch)
Delhi Development Authority
B-4, Vikas Sadan, New Delhi-110022

AD/ICL
27/1/15

PROVIDED that, in the event of the sale or fore-closure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentage as decided by the Lessor of the un-earned increase in the value, of the said land as aforesaid, and the amount of the Lessor's share of the said un-earned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said land shall be and binding on all parties concerned.

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the un-earned increase as aforesaid.

10. The Lessor's right to the recovery of the un-earned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.
11. Whenever the title of the Lessee in the said land is transferred in any manner whatsoever, the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefore.
12. Whenever the title of the Lessee in the said land is transferred in any manner whatsoever the transfer and the transferee shall, within three months of the transfer give notice of such transfer in writing to the Lessor.
The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor certified copies of the documents(s) evidencing the transfer or devolution.
13. The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this lease be assessed, charged imposed upon the said land hereby demised or on any building to be erected thereupon or on the landlord or tenant in respect thereof.
14. The cost and expenses of preparation stamping and registration of perpetual lease deed and its copies and other incidental expenses will be paid by the purchaser/allottee.
15. For violation/breach of any of the terms and conditions as aforesaid the allotment is liable to be cancelled. In that case the purchaser/allottee shall also not be entitled to any compensation or to the return of any premium to him.

I/We have read and understood the terms and conditions of the bid for allotment of the institutional plots as detailed above as individual and/or on behalf of firm/company and undertake to abide by the same unconditionally.

Date: -
Place: -

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

AD
Deputy Director
(Institutional Branch)
Delhi Development Authority
Vikas Sadan, New Delhi-23

AD
27/2
LL


Technical Terms and Conditions of Online e-auction


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

Time Extension:

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

2. **Training and Assistance Booth for the prospective Bidders:** For facility of the prospective bidders, a Help-Desk has been set up at Nagrik Suvidha Kendra, DDA Office, D-Block, Vikas Sadan, INA, New Delhi-23. Prospective bidders can get the required training and information on e-auctioning process on all working days during working hours.
3. Bids: Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.


Deputy Director
(Institutional Branch)
Delhi Development Authority
6A, Vikas Sadan, New Delhi-23


27/7/15
AD/IL/15

4. E-auction will start and end as per schedule mentioned in offer document. The bid for e-auction shall start with minimum one increment above the reserve price. Increment of rate in e-auction shall be Rs. 1,00,000/- (One Lakh only) (minimum increment value) or multiple thereof respectively. The bidders shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the DDA/Service provider. Hence, bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

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

Handwritten signature
Deputy Director
(Institutional Branch)
Delhi Development Authority
MA, Vikas Sadan, New Delhi-23

Handwritten signature
25/12/15
AD/12

Annexure-I

Details of plots proposed for e-auction (Hospital & Polyclinic and Higher & Technical Education)

Sl. NO.	Name of approved Layout Plan	Plot No., Block/ Pocket & Sector	Purpose	Area of the plot (Sqr. Mtr.)	Reserve Price
1	Institution	F.C Village Dallupura, Service Centre No.-11 PKT-11A	Nursing Home	1128	3,93,89,760
2	Institution	Sector-B-2 (Part) Narela	Sr. Secondary School	9040	62,64,72,000
3	Institution	FC-58, Sultanpuri	General College	19100	1,32,36,30,000
4	Institution	FC-58, Sultanpuri	Hospital	10000	69,30,00,000
5	Institution	Plot No. 4, PSP-2 Between Sector-21 & 23, Phase-III Rohini	Professional College	11782.21	1,23,85,45,915
6	Institution	PSP Area, Sector-A-8, Narela	College	8100	56,13,30,000
7	Institution	PSP Area, Sector-A-8, Narela	Professional College	12100	83,85,30,000
8	Institution	PSP Area, Sector-A-8, Narela	Professional College	12100	83,85,30,000
9	Institution	Sector-12, Phase-I, Dwarka	Professional College	12490	2,39,20,84,800
10	Institution	Sector-12, Phase-I, Dwarka	Polyclinic	3000	57,45,60,000
11	Institution	Sector-17, Phase-Ii, Dwarka	Hospital	40734	7,80,13,75,680
12	Institution	Plot No-5, PSP Pocket (FC-9), Sector-27, Phase-IV, Rohini	Hospital	7340	77,15,80,800

for 27/02
DD/IL

27/2/19
AD/IL