

DELHI DEVELOPMENT AUTHORITY

TENDER DOCUMENT FOR E-AUCTION (2021-2022)

OF

CNG STATION SITES ON 'AS IS WHERE IS' BASIS

ON LICENSE FEE BASIS

(Complete e-auction document is available on e-auction website www.ddaeauction.co.in and DDA website www.dda.org.in. Corrigendum, if any, shall only be available on above websites.)


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DISCLAIMER

The information contained in this e-auction document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Delhi Development Authority (DDA in short) or any of their employees or advisors, is provided to Applicant(s) 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 DDA to the prospective Applicants 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 application for expressing their interest pursuant to this e-auction (the "Application"). This e-auction document includes statements, which reflect various assumptions and assessments arrived at by DDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-auction document may not be appropriate for all persons, and it is not possible for DDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-auction document. The assumptions, assessments, statements and information contained in this e-auction document may not be complete, accurate, adequate or correct. Each Applicant 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 Applicant(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. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, 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.

DDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-auction document. DDA 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.



Schedule of Bidding Process

E-AUCTION OF CNG STATION SITES ON 'AS IS WHERE IS' BASIS

1.	Issue of Notice for e-auction of CNG Station Sites	23.08.2021
2.	Help Desk operational for training and information on e-auction	23.08.2021
3.	Period of availability of application for e-auction /offer documents on www.ddaeauction.co.in	23.08.2021-24.09.2021
4.	Last Date of online submission of mandatory document with EMD.	24.09.2021 (till 06:00 PM)
5.	Reserve Price of the CNG Station Sites	As per Annexure -I
6.	Date of online bidding under this e-auction	29.09.2021 (10:00 AM- 01:00 PM)

(Any changes in above schedule will be notified only on DDA website www.dda.org and e-auction website www.ddaeauction.co.in).

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CHAPTER-I

GENERAL INSTRUCTIONS TO BIDDERS/ PROSPECTIVE BIDDERS

1.0 Delhi Development Authority (DDA) invites e-Auction for **the allotment of CNG Sites on purely License basis** as per details described at **ANNEXURE: I** under the Delhi Development Authority (Disposal of Developed Nazul Land) Rules, 1981, on 'as is where is basis' as per the Terms and Conditions described in the Auction Document. DDA doesn't intend to transfer any any right of the CNG station sites to the licensee, he/she/it will have right to occupy the CNG station sites/site to carry out the prescribed business subject to compliance of terms and conditions of the auction document. It will be presumed that the **bidder** has visited the site and satisfied himself/herself/itself with the prevalent site conditions in all respects including status and infrastructural facilities available, etc. before participating in the e-Auction and submitting the bid.

1.1 Only registered **bidders**, who are eligible and have paid EMD online, will be able to participate in this e-auction.

1.2 **Format and Signing of Proposal:** Bidders would provide all the information as per this E-Auction Document and in the specified formats. DDA reserves the right to reject any Proposal that is not in the specified formats.

1.3 **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. DDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

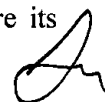
1.4. **Language and Currency:** The Proposal and all related correspondence and documents shall be written in the English language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

1.5 **Cost of E-Auction Document:** The **bidders** have to download e-Auction Documents from DDA website www.dda.org.in or e-auction website www.ddaeuction.co.in free of cost.

1.6. **Clarifications:** To assist in the process of evaluation of Proposals, DDA may, at its sole discretion, ask any **bidder** for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

1.7 **Amendment of E-Auction Document:** At any time prior to the Proposal Due Date, DDA 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 thus issued will be informed to all the prospective **bidders** by notifying on DDA website as well as e-auction website. Such modification will be binding upon all **bidders** participating in E-Auction process.

1.8 **Confidentiality:** Information relating to the e-auction process shall not be disclosed to any person not officially concerned with the process. DDA will treat all information submitted as part of Proposal in confidence 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.



1.9 DDA's Right to Accept or Reject Proposal: DDA 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 bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

1.10 Force Majeure: The bidders shall not be responsible for failure or delay in performing their obligations under 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 i.e. DDA. The notice shall include full 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.

1.11 Disputes: That in case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any terms or conditions of this licence, the same shall be referred to the sole arbitration of the Vice-Chairman, Delhi Development Authority whose decision thereon shall be final and binding on both the parties. The licensee shall not object to the Vice-Chairman of the Delhi Development Authority acting as sole arbitrator on the ground that he had dealt with the case or has at some stage expressed opinion in any matter connected therewith.



CHAPTER-II

E-AUCTION DETAILS FOR PRESENT PROJECT

2.1 Eligibility:

- i) Gas distributing companies/ LoI holders (including individual, firm or company) of the gas distribution company/ies or those persons who are likely to get LoI **from the gas distribution company/ies** within a period of 365 days from the date of Demand Letter are eligible to participate in the e-auction.
- ii) The **bidder** must be a Citizen of India and he/she/it should be competent to auction into a license.
- iii) No change in name of the **bidder** will be allowed under any circumstances.
- iv) NRIs and PIOs may also participate in the e-auction programme as per the Notification No.FEIA/212000/RB dated 03.05.2000 issued by RBI. FDI upto 100% is permitted on automatic route in the Commercial& tourism sector and subject to other rules and regulations framed in this behalf.
- v) Terms and Conditions prescribed by M/S IGL for LOI holder/ prospective LOI holders is Annexed as **Annexure-II**.
- vi) The **bidder** are also to check the eligibility criteria to obtain LOI from IGL, for the convenience, the terms and conditions are annexed as **Annexure -II**.

2.2 Earnest Money Deposit: To be able to participate in e-auction, the prescribed EMD equal to quoted license fee/ H1 bid is to be submitted in two stages as follows:

- a) First stage EMD equal to half of the Reserve Price (of yearly license fee) to be deposited by all **Bidders** i.e. at the time of participation in the e-auction programme.
- b) Second stage EMD equal to one time of the quoted license fee minus the First Stage EMD already deposited, is to be deposited by successful **bidder** (H-1 **Bidder**) within seven (07) days from the issue of LOI by **DDA** after acceptance of their bid by the Competent Authority.
- c) If full amount of 2nd stage EMD is not received within the seven days from the issue of LOI by **DDA** after acceptance of their bid by Competent Authority, it will result in automatic cancellation of bid and forfeiture of 1st stage EMD.
- d) No case where full amount of 2nd stage EMD is deposited after the stipulated period shall be considered for regularization.
- e) The EMD shall be payable on-line through NEFT/RTGS/E-PAYMENT on DDA's e-auction portal i.e. www.ddaeuction.co.in . Detailed instructions to guide the **bidder** through the e-Payment steps are available on the said portal/website.
- f) No offer/ bid shall be accepted without successful payment of Earnest Money Deposit.
- g) The Earnest Money Deposit will be adjusted in the payment against the Security Deposit Payable to the Authority by the successful **Bidder** (H-1 **Bidder**).

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h) The Earnest Money Deposit 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 their Bank account of the unsuccessful **bidders** generally within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.

i) Only the **bidders** making payments of first stage EMD, will be allowed to participate in the e-Auction process.

2.3 Submission of the Bid:

2.3.1. The intending **bidders** can register/ Participate in the bidding process once they get themselves registered on the e-auction portal i.e. www.ddaeauction.co.in

2.3.2. For participation in this process, the intending **bidders** are required to submit/ pay EMD amounting to half of the reserved price, as detailed in **clause 2.2** above. All payments are required to be made online.

2.3.3 Bid received by Post /Courier shall not be entertained.

2.3.4 Documents to be uploaded online along with Application Form:

- i) Scanned copy of Affidavit (format as per ANNEXURE: III)
- ii) Letter of Intent and Application (format as per ANNEXURE: IV)
- iii) Application form (ANNEXURE: V)
- iv) Copy of PAN Card.

2.3.5 Request form of each CNG Site is to be submitted separately with separate EMDs.

2.3.6 Opening of Bids (Start date of online bidding)

The e-auction will start on **29.09.2021** from **10:00AM** onwards.

2.4 Evaluation of Bid

2.4.1 The accepting officer, subject to confirmation of the VC, DDA, normally accept the highest Bid, provided that it is above the reserve price and found to be competitive enough to reflect the market value of the CNG Site auctioned for.

2.4.2 The confirmation of the highest Bid shall be in the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserve to himself the right to reject all or any of the **bidder** without assigning any reasons. Any Bid not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.

2.4.3 After the bids are confirmed/accepted by the Competent Authority, a communication shall be sent to the successful **bidder** and the second stage EMD (equal to 1 times the quoted license fee minus the First Stage EMD already deposited) to be submitted within 7 days from the Date of

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issue of LOI through online payment. In case the second stage EMD is not submitted within the stipulated period, the first stage EMD (half of the reserve price) submitted along the Bid shall be forfeited.

2.4.4 After deposit of second stage EMD, the DDA shall issue a Demand- cum-License Letter for the CNG Site to the **bidder** whose bid has been accepted through registered post calling upon him to deposit the full Security Deposit (which shall be 3 times the quoted license fee), Annual License Fee and submission of LOI from the Oil/ Gas Companies. EMD deposited shall be adjusted against the security deposit.

2.4.5 **License for use of CNG station sites** will be issued within 30 days of submission of Security deposit, Annual License Fee and LOI from the Oil/ Gas Companies.

2.4.6 The Successful **bidder** will have 90 days (interest free) period (from date of intimation), to deposit the full Security Deposit (which shall be 3 times the quoted license fee) and submission of LOI from the Oil / Gas companies. EMD deposited shall be adjusted against the security deposit.

2.4.7 Thereafter, the successful **bidder** will also have an opportunity of additional **275** days for deposit of Security deposit (with interest) and submission of LOI (with penalty). Interest rate for late deposit of Security deposit shall be 10%*. Penalty for late deposit of LOI Shall be Rs 10,000 per month or part thereof.

a) Interest will be calculated on fortnightly basis as per the current policy. Interest paid on late deposit of security deposit shall not be refunded.

b) Even though, the successful **bidder** gets **365** days to submit Security/LOI, the tenure of license shall deem to start upon expiry of 180 days of the Demand letter. The Licensee shall be liable to pay the fee from this date, even if the License for use of CNG station sites is issued later than this date on account of late deposit of security deposit / LOI. Further, the 10 year term shall be counted from this date.

Illustration:

If date of Letter of Demand is 1 Sept 2021, 90 days from this date will expire on 29 Nov 2021. If the Security / LOI is submitted on 10 May 2022, The License Fee shall be payable w.e.f. 28 Feb 2022. Further, the ten year tenure shall expire on 31st March 2031.

2.4.8 In case, the H1 **bidder** is unable to arrange LOI/ deposit the security deposit within said period i.e. **365** days, license will stand cancelled and the second stage EMD amount (and security deposit made, if any) will be refunded without any interest. **Only amount equal to 1st stage EMD shall be forfeited.** No interest will be paid on such refund, if it is within 6 months of the expiry of the time to deposit security / submit LOI.



2.4.9 The VC, DDA or the Accepting Officer shall generally within 15 days of the date of completion of e-auction process, communicate to all other **bidders**, non-acceptance of their bids and return the earnest money received from them without any interest.

2.4.10 The **bidder** after submission of Bid shall not be permitted to withdraw, surrender or modify his bid on any ground whatsoever. If he/she/it withdraws or surrenders the Bid, the entire amount of earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to DDA.

2.4.11 A tripartite agreement will be signed among the H1-bidder, M/s IGL (or Gas company) and DDA to the effect that IGL/Gas Company will cancel LoI in case the licensee defaults in making payments of due of DDA or violate any terms and conditions of the license.

2.5 Validity of Offer

The **bidders** shall keep their offer valid for acceptance by the Competent Authority for a period of 180 days. If the **bidder** withdraws his offer within the period of 180 days, the **earnest money deposit** paid by him shall be forfeited without any show cause notice.

2.6 Right to reject bid

- i) Delhi Development Authority reserves the right to reject any/all bids without assigning any reason.
- ii) The confirmation of the highest bid shall be the sole discretion of the Vice Chairman, DDA 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.
- iii) The EMD paid by the **bidders**, whose bids are not accepted by the Competent Authority shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful **bidders** generally within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.

2.7 **BIDDER'S RESPONSIBILITY** - The following due diligence/deliberation is the sole responsibility of the **bidder**:

- i. The **Bidders** are advised to carry out field visit to assess the site offered on license at any time at his own cost. This is very important, as the sites are offered on 'AS IS WHERE IS' basis.
- ii. The **Bidder** is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of E-Auction Document will be at the **Bidder's** own risk.
- iii. It would be deemed that prior to the submission of Proposal, the **Bidder** has:
 - (i) Made a complete and careful examination of requirements, and other information set forth in this E-Auction Document;
 - (ii) Received all such relevant information as it has requested from DDA; and



(iii) Made a complete and careful examination of the various aspects of the Project that might affect the **bidder's** performance under the terms of this E-Auction Document.

DDA shall not be liable for any mistake or error or neglect by the **bidder** in respect of any of the above.

2.8 RIGHTS AND RESPONSIBILITIES OF LICENSEE AND DDA

A. Nature of Usage Allowed By DDA:

- i. The licensed CNG Station Sites shall not be used or permitted to be used for any other purpose, whatsoever except the use for which authorization has been issued.
- ii. The CNG Station Sites are being e-auctioned on "**As is where is Basis**". It is presumed that the intending **bidder** has inspected the CNG Station Sites and familiarized himself/herself/itself with the prevailing conditions in all respect before participating in the e-auction. No claim/dispute regarding condition/capacity of the CNG Station Sites shall be entertained by DDA. The **bidder** cannot put any condition with his/her/its bid.
- iii. The **Licensee** shall be responsible for maintenance of sanitation, safety and security of site.
- iv. At his own cost and expenses, licensee shall install as many C.C.T.V cameras as are required. The C.C.T.V cameras shall always be kept in working condition.
- v. The licensee will quit the business on the site and peacefully surrender the site within 30 days after the expiry of license or on its cancellation.
- vi. The licensee shall not object to any construction/alteration in or around the licensed premises that is considered essential by DDA.
- vii. The licensee shall be liable for any damage/ loss/ injury and theft with respect to the CNG site and third party. DDA will not be a party to any dispute between licensee and third party.
- viii. That the licensee shall not be entitled to allow any other person to use the premises in his place or to use any part thereof. In the event of the death of licensee, or the licensee becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter, the license shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing, the legal heirs or representatives may be permitted after discharging any liability that the licensee may have incurred, remove the goods and other equipment that may be found at the licensee premises. But in the case goods are not claimed by the legal heirs/representatives within four week of the demise of the licensee, the licensor may, by public auction dispose of the same.
- ix. That the dealing of the licensee/ his employees with the public, officials/ officers shall be polite and courteous and he/it shall not indulge in or suffer any anti-social

activity. The licensee shall also not indulge in any activity which may cause harm to the interest of Delhi Development Authority or its employees.

x. That if the licensee allows credit, he/it will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee shall be entertained on this account.

B. Other Obligations of Licensee

i. The Licensee shall have to abide by all the relevant directions of DDA, Orders/Directions of the Courts of law related to such sites in question in addition to the terms of this E-Auction.

ii. The Licensee shall be responsible for all statutory taxes and payments to different agencies and indemnify DDA from the same.

iii. The Licensee shall obtain all requisite NOCs/clearance from the agencies concerned and start operations at the allotted site within one year of the possession, failing which, DDA is empowered/shall cancel the license and forfeit the security deposit.

iv. The premises of the storage at site shall not be used for any other purposes.

No cut in the central verge of the main road will be permitted.

v. Fire safety measure shall be complied with at the site as prescribed by the Delhi Fire Service.

vi. Regarding Electric connection/water connection, if permissible, than the entire expenditure and charges are to be borne by the licensee.

vii. Regarding license to be determined on account of violation of the terms & conditions of auction and license deed, the breaches/violation to be determined by the licensor shall be final and not challengeable in the court.

viii. No transfer, parting with possession shall be made by licensee under any circumstances.

ix. In the event of death of the licensee, the licence shall be deemed to have been terminated and the successor shall have no right, title or interest therein. However, the goods shall be taken off and possession of the site/CNG station sites shall be handed over to the licensor within 30 days of the death of the licensee.

x. The licensor shall not be responsible for safety or any loss of damage of any article/goods under any circumstances.

xi. The licence site shall not be mortgaged or change the site.

xii. The licensee shall not display, exhibit picture, posters, status of other articles which are repugnant to the moral or/are of indecent material or other improper character.

- xiii. Licensee shall have no right or title or interest in the premises, licensed to him nor shall be deemed to have exclusive possession thereof, except the permission to use the said site for the purpose it is allotted.
- xiv. The licensee shall pay all license or other fees and taxes payable to the Govt. and/or Municipal or local body.
- xv. If licensee desires to close down business within the period of license he/she/it will have to give a notice of one month in advance.
- xvi. The license is on purely temporary basis and the licensee shall not claim any compensation whatsoever, at any stage in case of shifting cancellation/shifting of filling station.
- xvii. For the land used as an approach road for CNG the licensee shall pay annual license fee of Rs. 50/-PA with the condition that the land under approach road shall be surrendered by the allottee as and when required for development and other purposes.
- xviii. The license shall be terminable and the site is liable to resumption by the licensor on three months' notice to the Licensee of his intention to resume the CNG station sites in question and in such an event no compensation either for loss of business or any other account shall be payable.
- xix. The tree, if any, standing at site shall remain the property of Govt./DDA and Licensee shall be required to deposit the cost thereof with the concerned department as and when asked to do so.
- xx. The detailed plans shall be got approved by the appropriate Municipal Authority/DDA and Chief Inspector of Explosive.
- xxi. If the company wants to vacate the present CNG site, a certificate to this effect will have to be furnished to this office.
- xxii. The CNG site shall not be used for work shop facilities except for sale of CNG to customer and no service station will be established in the site.
- xxiii. Interest as revised time to time will also be charged on late payment of license fee, as license fee. Please note that the license fee shall be payable in advance every year.
- xxiv. Building Plans for the CNG site has to be got approved from the Planning/Building Wing of DDA/MCD.
- xxv. That the licensee shall be responsible for all damages or loss of property due to the reasons for which he/it or his/its servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as is caused by storm, earthquake or any other natural calamity beyond his control. The decision of the licensor in regard to the extent and quantum of compensation, if any, to be paid to it shall be binding upon the licensee.





C. Site Termination by DDA prior to end of license period:

- i. DDA at any time may take back the physical possession of the site if the site is required for any development project with the approval of competent authority.
- ii. In case of termination of the license by DDA prior to end of validity period in accordance with the terms and conditions of the e-auction, the **bidder** will be liable to pay proportionate license fee up to the date of termination for license.
- iii. On completion of License period, the LOI/Holder/Company shall return the Licensed site to DDA within 30 days time after the expiry of the License, failing which DDA will forfeit the Security Deposit and takeover the site without issuance of any formal notice and DDA shall have right for recovery of damages as arrears of land revenue for unauthorized occupation of the site beyond 30 days of grace period allowed to hand over the possession. (as provided in Section 40 A of DD Act 1957).
- iv. In case, the H1 **bidder** is unable to arrange LOI/ deposit the security deposit within said period i.e. 365 days, license shall be deemed to be cancelled and the second stage EMD amount (and security deposit made, if any) will be refunded. Only amount equal to 1st stage EMD shall be forfeited. No interest will be paid on such refund, if it is within 6 months of the expiry of the time to deposit security / submit LOI.
- v. In case if any unauthorized construction and misuse is noticed and is not removed by the licensee within period of notice, the same shall be removed by the DDA and expenses for the same, misuse/damage charges shall be recovered as arrears of land revenue. Simultaneously the license will be liable to be cancelled/ terminated, with forfeiture of the Security Deposit.
- vi. In case License fees is not paid within the stipulated period by the Licensee, the License will be liable to be terminated/cancelled and the possession will be taken over by the DDA after **issue of 30 days notice to the Licensee** for depositing the same with the applicable interest failing which License will be cancelled and recoveries for the pending License fees will be made from the Security Deposit.

D. Exit Clause

If the licensee is unwilling to run the CNG Station Site successfully, he/it may exit the license by serving three months notice to DDA in advance from the date he/it proposes to close down the business. In such an event, the licensee will have to pay to the licensor, an amount which is equivalent to the product obtained by multiplying the number of unexpired months of licence period by the difference between the licence fee and the highest licence fee offered to it in the subsequent tender, as damages.

E. No Liability of DDA

- i. DDA will not be responsible or liable on any account for any incident whatsoever at these sites.

- ii. The **bidder** shall indemnify and keep indemnifying the DDA in respect of the losses or damages or expenses of litigation in connection with the sites.

F. DDA reserves the rights to carry out inspection by any official of the DDA to ensure that management of these sites is being done as per E-Auction terms and conditions and directions of DDA from time to time.

G. No Tenancy Rights / Title / Interest:

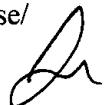
- i. The permission by DDA shall be for a limited period and only for use as per E-Auction terms and conditions and agreement related thereto. This does not create any tenancy rights enjoyable by the selected **bidder**.
- ii. The CNG Station sites shall always remain the property of DDA and the **bidder** shall not claim any right/title/or interest to any right or any nature of easement in relation to or respect thereto.
- iii. The selected **bidder** shall peacefully hand over the site to DDA immediately after the end of the license period or upon early termination of the license as per auction terms and conditions.

H. Each **bidder** must conduct survey of the existing CNG Station Sites and make independent evaluation of the scope of work and potential revenue income. No **bidder** can hold DDA responsible for non-understanding of the scope of work. **Bidders** are free to visit the sites listed in this e-Auction Document **at their own costs**. The process is fully in public domain and no separate information shall be given to any **bidder** by DDA on this account.

I. **Term & Tenure of license:** - The License shall be for 10 years at the initial stage extendable to max tenure of **30 years after every 10 years term**. Renewal of license will be subject to—

- i. satisfactory performance of Licensee and compliance of terms and conditions during the tenure,
- ii. licensee's consent to pay the new/ revised license fee (determined by the escalation formula), and
- iii. Payment of revised security deposit, based on Annual License fee of 11th or 21st year of license (as the case may be). (Security deposit = 3 times the annual license fee for the 11th year or 21st year, as the case may be).
- iv. Other terms and conditions will remain the same.

J. **Permissions:** The licensee is allowed to set up CNG stations alone or combination of CNG station along with any other non-fossil fuel. There will be no restriction on fueling points except as provided under the Building Bye-laws or Petroleum Explosive Safety Organization (PESO). The licensee will also be allowed to utilize the site for commercial purposes/ components provided that built-up structure is used for commercial purpose/



activity within the overall limit of permissible FAR as per MPD and complying with the PESO norms.

K. Payment of License Fee: The Quoted license fee shall be paid by the Licensee on Financial Year (Apr-March) basis, by 10th of April. For calculation of tenure, any part of (financial) year will be taken as full year. During the first year of license, License fee shall be paid on Pro-rata basis for the part of the financial year, for which liability for payment of License fee accrue.

L. Yearly escalation of License Fee: The License fee shall stand automatically increased at the rate of 6% per annum of the preceding year.

Illustration: If the Quoted License Fee is Rs 100, the same will be applicable upto 31st March of the First Financial Year. In the next Financial Year, the License Fee due will be Rs 106.00. In the subsequent FY, the License Fee shall be Rs 112.36, and thereafter in the next FY it will be Rs. 119.10 and so on.

UNDERTAKING: I/we have gone through the e-Auction documents and accepted all the terms and condition of the E-Auction and bound by the conditions given in the document as well as scope of work.

That we agree that any E-Auction may be rejected if the competent authority feels that the response to E-Auction is not qualified enough for the selected **bidder** to execute the project.

Seen and accepted.

Signature of the Authorized Signatory/Bidder



CHAPTER – II

TECHNICAL TERMS AND CONDITIONS OF ONLINE E-AUCTION

1. Prospective bidders shall ensure the following before participating in e-auction.

- a) Participants have to get themselves registered on the e-auction portal i.e. www.ddaeauction.co.in by making online payment for Rs.2000 + applicable GST. Help is provided to the prospective bidders for registration at DDA Help Desk, Vikas Sadan, INA, New Delhi and at the Tender Wizard Helpdesk, Unit No.202-203, 2nd, Floor, H.B.Twin Tower, Tower-I, Netaji Subhash Place, Pitampura, New Delhi-110034.
- b) Participants shall have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority. Help is provided to prospective bidders for procuring digital signatures at the help desks mentioned at (a) above.
- c) 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.
- d) Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
- e) Bidders are advised to change the password immediately on receipt from the e-auctioning portal.
- f) Vendors should not use the same generated NEFT challan for multiple payments.
- g) Vendors should make only one single payment for the respective auctions and do not use multiple payments for the same auction.
- h) 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.

2. 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.

3. Training and Assistance Booth for the prospective Bidders:

For facility of the prospective bidders, a Helpdesk has been set up at Nagrik Suvidha Kendra, DDA Office, D-Block, Vikas Sadan, INA, New Delhi-23. Prospective bidders can get the required training and information on e-auctioning process on working days during working hours.

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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 quote for the rate with reference to the property put on e-auction over and above the reserve price mentioned in the ANNEXURE: I. 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 sale rate. The reserve price as mentioned in the document may not be treated as final price. Minimum increment of bid in e-auction for rate mentioned in ANNEXURE: I shall be as given in table below:

ANNEXURE: I	Rs. _____ per entity or multiple thereof
Sl. No. 1 to 7	Rs. 2,00,000 (Increment Value)

6. Note of caution for the Bidders:

i) 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 to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.

ii) The Bidder is expected to carefully examine all the instructions, guidelines, 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 all the requirements of the E-Auction shall be at Bidder's own risk and may be liable for rejection.

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

8. **Acknowledgement of Letter of Acceptance (LOA):** Within a maximum of 7 days from the date of issue of the Letter of Intimation, the H-1 Bidder shall acknowledge the receipt of LOA and give his concurrence by signing the letter and uploading it on the e-auction portal www.ddaeauction.co.in

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ANNEXURE- I**LIST OF CNG STATION SITES TO BE PLACED FOR E-AUCTIONED DURING 2021**

Sl. No. (A)	Zone (B)	Location (C)	Purpose (D)	Use (E)	Area in Sqm. (F)	Reserve Price for CNG site (in Rs.) (G)
1.	Rohini Zone	CNG Site No.1A, Manglam Place, DC, Rohini	DC	CNG Filling Station	1080	8631360
2.	Dwarka Zone	Community Centre, Sector-22, Dwarka	CC	CNG Filling Station	1080	6894720
3.	South Zone	Pocket-D-4, Vasant Kunj (Abdul Gaffar Khan Marg)		CNG Filling Station	1218	9734256
4.	East Zone	CNG Station at CBD Shahdara	CBD	CNG Filling Station	1080	6894720
5.	Rohini Zone	CNG Site No.5, Community Centre, Sector-16, Rohini	CC	CNG Filling Station	1080	8631360
6.	Dwarka Zone	Block-H, Vikaspuri, Delhi	CC	CNG Filling Station	1080	6894720
7.	Rohini Zone	Vacant CNG Site No. 9, Sector 35, Rohini	Facility Centre 30	CNG Filling Station	1080	3784320

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Annexure-II

Terms and Conditions of M/s Indraprastha Gas Limited (IGL) for LOI

The Applicant/ Prospective bidders are advised to visit official website of M/S Indraprastha Gas Limited for updated Terms and Conditions for issue of Letter of Intent (LOI), if any.

The document can be accessed from the URL given below on 23.08.2021:

https://www.iglonline.net/General_Guidelines.pdf

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Annexure-III

Format of Affidavit

(The Affidavit shall be on Stamp paper of Rs.10/- and must be Notarized)

Whereas I S/o
..... R/o.....
.....
..... have submitted bid for auction for CNG station site No.
..... at.....
.....

Now therefore, I the undersigned do hereby solemnly affirm and declare that the information supplied is accurate, true and correct. The undersigned also authorize(s) and request (s) to any bank, person or firm to furnish pertinent information deemed necessary and requested by the Authority to verify our reputation.

The undersigned also understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Authority.

The undersigned also understands that furnishing of false information could result in disqualification of my Bid for the license of CNG station site.

(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 there from.

(Deponent)





Letter of Intent and Application

(On Letter head of the bidder or Lead partner responsible for the consortium/joint venture including full Postal Address, Telephone No., E-mail and Cable Address)

Date:

To,

The Dy. Director-Commercial Land
Delhi Development Authority
Vikas Sadan, Near INA Market
New Delhi.

Sir,

1. Being duly authorized to represent and on behalf of – (herein after the Applicant), and having studied and full understood all the information provided in the auction documents, the undersigned hereby apply as bidder for the CNG station site at, Delhi according to the terms and conditions of the offer made by Delhi Development Authority for the said site.
2. The payments towards the Earnest Money Deposit have already been paid online.
3. DDA 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 yourselves 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. DDA reserves the right to reject or accept any Bid, cancel the bidding process and reject all bids.
 - c. DDA shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
5. We/ undersigned declare 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 auction document and the terms and conditions of License deed and are willing to abide by them unconditionally.

7. The offer made by us is valid for the next 180 days from the date of auction.

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

QK



Application Form

(The bidder is required to use this form only for auctioning. Use of any other form in lieu thereof shall make him liable for disqualification)

**DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LAND BRANCH
(APPLICATION FORM FOR AUCTION)**

Application by the Bidder for Grant of the Free Hold Right under the Delhi Development (Disposal of Developed Nazul Land) Rules, 1981.

A. PARTICULARS OF THE BIDDER :

1. Name (in block letters) Shri / Smt. :
2. Status of the Applicant firm :
- ... (Lead Firm) whether Public Ltd., Pvt. Ltd., Partnership, Sole Proprietorship etc.
3. Year of establishment of Firm :
4. Name of the authorized Signatory of the firm & his designation :
5. Name of Father/Husband of the Applicant/ authorized signatory :
6. Age :
7. Full Residential Address :
8. Occupational Address :
9. Telephone No./ Mobile No. :

B. PARTICULARS OF AUCTION FOR CNG Station Site

1. Site No. :
2. Location of the Plot :
3. Reserve Price : (Rs. in Figure).....
4. (i) Bank A/c No. (for refund, if any)

(ii) Name of Bank & Branch

.....

I /We the undersigned being the bidder as mentioned above, hereby apply to the DDA for License of CNG Station site described above in accordance with the terms/conditions of the allotment on License basis by auction under DDA (Disposal of Developed Nazul Land) Rules, 1981. I /We have read and understood terms / conditions of the allotment on License basis by auction as well as those contained in the Performa of the License Deed and Annexures and hereby unequivocally accept the same. I / We have inspected the plot for which the application form is being submitted.

I /We shall pay the balance amount to be deposited and other amounts and execute the License deed / Agreement in the form prescribed in accordance with terms/conditions of the allotment on License basis by auction.

The terms & conditions of License deed, terms and conditions of the auction document and notice inviting auction are also signed and being submitted with the application form.

SIGNATURE OF THE BIDDER OR
ON BEHALF OF THE APPLICANT BIDDER

Date:

Place:

NOTE:-

- a) Any correction in the application form should be initialed by the applicant/duly authorized agent.
- b) All pages of the application form should be signed and stamped by the applicant/duly authorized agent.
- c) The amount of premium offered (total bid amount) must be above the reserve price.

QK.



Tripartite Agreement between DDA, H-1 Bidder and M/s IGL

(To be executed along with the License Deed)

THIS AGREEMENT made on this.....day of.....two thousand.....at Delhi between the President of India (hereinafter called the 'licensor') which expression shall unless the context requires a different or another meaning, include his successors and assigns through DDA, a body constituted under Section 3 of the Delhi Development Act, 1957 (The First Party) and Shri..... s/o Shri resident of (hereinafter called the 'licensee'), The Second Party and representative of M/S Indraprastha Gas Limited/ LOI issuing Company/ Organization Shris/o Shri (hereinafter called the 'LOI issuing agency'), The Third Party.

WHEREAS the licensor is willing to grant the licensee a licence for use of CNG station sites bearing No. subject to the terms and conditions of auction document and specified hereinafter:

WHEREAS the licenseefor grant of a licence for is willing to get licence granted to him on yearly licence fee of Rs..... AND WHEREAS the licensee has represented to the licensor that the former is well equipped with and can make adequate arrangement for..... with the previous approval of the licensor.

NOW, THEREFORE, it is mutually agreed that the LOI issuing agency will cancel LoI in case the licensee defaults in making payments of due of DDA or violate any terms and conditions of the license.

Licensor

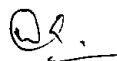
.....
.....
.....
(Delhi Development Authority)

Licensee

.....
.....
.....

LOI issuing agency

.....
.....





TEMPORARY ALLOTMENT OF NAZUL LAND

FORM D

LICENCE DEED

[Refer rule 44]

THIS AGREEMENT made on this.....day of.....two thousandat Delhi between the President of India (hereinafter called the 'licensor') which expression shall unless the context requires a different or another meaning, include his successors and assigns through DDA, a body constituted under Section 3 of the Delhi Development Act, 1957 and Shri..... s/o Shri resident of hereinafter called the 'licensee').

WHEREAS the licensor is willing to grant the licensee a licence for use of land bearing No. subject to the terms and conditions specified hereinafter: WHEREAS the licenseefor grant of a licence for is willing to get licence granted to him on monthly licence fee of Rs..... AND WHEREAS the licensee has represented to the licensor that the former is well equipped with and can make adequate arrangement for..... with the previous approval of the licensor.

NOW, THEREFORE, it is mutually agreed:

1. That in consideration of the payment of Rs..... (Rupees.....only) as security deposit received vide Receipt No.....datedin the form of Banker's Guarantee issued byBank under No..... datedin the form of fixed deposit certificate bearing No..... issued by.....Bank, being equivalent to 11 months' licence fee quoted, by the licensee for due and proper performance of these presents and also willingness of the licensee to pay Rs.....(Rupeesonly) per mensem forthe licensor grants unto the licensee and authorises him to use the said land bearing No..... subject to the conditions hereinafter appearing for a period ofmonths commencing from the date of these presents.

2. That the licensee shall keep and maintain the and the site around the in a clean, proper and decent condition, well equipped with and shall not suffer the premises to be in a bad state of affairs during the currency of the period of licence and shall not in any manner damage the wall, floor or other structure of the nor cause any kind of obstruction, to the user of in any manner whatsoever.

3. That the licensee shall charge such rates as may be approved by the

licensor and shall exhibit the schedule of rates at a conspicuous place in the premises.

4. That licensee shall maintain thein clean and hygienic conditions and shall conform to the rules, regulations, or bye-laws made in this regard by the municipal authority concerned.

5. That the licensee shall arrange his business in such a manner that he/it shall be in a position to cater to the needs of He/it shall employ sufficient number of employees and servants for rendering quick service to the persons.....

6. That the licensee shall place and continue to keep in the aforesaid premises all necessary equipments and shall not remove any item from the site of..... thereof without previous approval of the licensor.

7. That the licensee shall not display or exhibit pictures, posters, statutes or other articles which are repugnant to the morale or art of indecent, immoral or other improper character. It is expressly agreed that the **decision of the licensor in this behalf shall be conclusive and binding** on the licensee and shall not be a subject matter of dispute.

8. That the licensee shall not display or exhibit any advertisements or playcard or put upon any hoarding in any part of the interior or exterior other than those permitted expressly in writing by the licensor.

9. That the licensee shall have no right, title or interest in the premises licensed to him nor shall he/it be deemed to have exclusive possession thereof, except the permission to use the said site.

10. That the licensee shall not be entitled to allow any other person to use the premises in his stead or to use any part thereof. In the event of the death of the licensee, or the licensee becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter, the licence shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However, with the express approval of the licensor in writing the legal heirs or representatives may be permitted after discharging any liability that the licensee may have incurred remove the goods and other equipment that may be found at the licensed premises but in case the goods are not claimed by the legal heirs/representatives within four weeks of the demise of the licensee, the licensor may by public auction dispose of the same.

11. That the licensee shall pay the cost of light, power and water consumed by him at theas per the demand of the authorities concerned.

12. That the licensee shall also pay all licence or other fee or taxes payable to the government or municipal or local bodies concerned in connection with business at.....

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13. That the licensee shall cater to the needs of the and the persons connected with them and failure to cater to the needs of those persons for a continuous period of seven days shall amount to a breach of the terms of this licence.

14. That if the licensee desires to close down the business within the period of licence, he/it will have to serve a notice of..... months in advance from the date he/it proposes to close down the business. In such an event, the licensee will have to pay to the licensor, an amount which is equivalent to the product obtained by multiplying the number of unexpired months of licence period by the difference between the licence fee and the highest licence fee offered to it in the subsequent tender, as damages.

15. That notwithstanding the other rights, the licensor may in its sole discretion and on such terms as may be considered reasonable by it grant relief to the licensee against forfeiture of security deposit, imposition of interest or determination or revocation of the licence.

16. That the licensee shall abide by all rules, regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the and the general welfare and comfort of..... employees and other connected persons.

17. That the licensor shall not be responsible for the safety of or any other material or articles belonging to the licensee and also shall not be liable for any damage or injury to the property of the licensee lying at any time in, on, upon or around the saidfrom any cause whatsoever.

18. That the overall control of theand supervision of theshall remain vested with the licensor, whose officers or authorised **representatives shall have access to at all reasonable hours to the said premises or any part thereof.**

19. That the licensor shall have the right to revoke the licence in the event of breach of any of the terms and conditions of this licence specified herein.

20. That the licensor shall have a lien on all the belongings and properties of the licensee for the time being in or upon the premises of the licensor.

21. That no expiry of the period of the licence or on determination or revocation of the licence under the terms and conditions hereof, any belongings of the licensee found in such shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of licence or determination or revocation of the licence as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale, the amounts due to the licensor from the licensee and also after deducting cost of administration and auction of those

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belongings, and the balance, if any, shall be paid over to the licensee or his legal heirs, representatives, etc., as the case may be.

22. That the licensor shall have the right to terminate the licence after giving one month's notice without assigning any reasons thereof.

23. That in case, thesite is destroyed or damaged by any natural calamity or riot or civil disturbance so as to make it unfit for use by the licensee, the licence shall stand determined automatically.

24. That in case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any terms or conditions of this licence, the same shall be referred to the sole arbitration of the Vice-Chairman, Delhi Development Authority whose decision thereon shall be final and binding on both the parties. The licensee shall not object to the Vice-Chairman of the Delhi Development Authority acting as sole arbitrator on the ground that he/it had dealt with the case or has at some stage expressed opinion in any matter connected therewith.

25. That nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of, over, in or upon the premises and the property of the licensor.

26. That the dealing of the licensee/his employees with the shall be polite and courteous and he/it shall not indulge in or suffer any antisocial activities. The licensee shall also not indulge in any activity which may cause harm to the interest of the Delhi Development Authority or its employees.

27. That if the licensee allows credit he/it will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee will be entertained on this account.

28. That the licensee shall allow the representatives and the authorised staff of the licensor to enter upon the premises/ site in order to inspect and execute any structural repairs/ additions or alterations, at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purposes connected therewith and for the compliance of terms and conditions of any work relating to repairs/ additions/ alterations or other damages that may be caused during the course of installation of any fitting, fixtures, etc., or owing to the inspection of the premises.

29. That the licensee shall be responsible for all damages or loss of property due to the reasons for which he/it or his/its servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as is caused by storm, earthquake or any other natural calamity **beyond his control. The decision of the licensor in regard to the extent and quantum of compensation, if any, to be paid to it shall be binding upon the licensee.**



30. That the premises allotted shall not be used for residential purpose or for a purpose other than that for which it is allowed. The licensee shall not be permitted to utilise the premises or to carry on any other trade along with the authorised business of the licensee during the period of his licence.

30(A). The licensee is allowed to set up CNG stations alone or combination of CNG station along with any other non-fossil fuel. There will be no restriction on fueling points except as provided under the Building Bye-laws or Petroleum Explosive Safety Organization (PESO). The licensee will also be allowed to utilize the site for commercial purposes/ components provided that built-up structure is used for commercial purpose/ activity within the overall limit of permissible FAR as per MPD and complying with the PESO norms

31. That the licensee shall not keep any animal or conveyance in or outside the premises.

32. That the licensee shall also comply with the instructions given in the schedule attached hereto.

33. That in case any amount becomes due against the licensee in respect of any matter covered under this licence, the same shall, on, the failure of the licensee to pay within the time prescribed, be recovered as arrears of land revenue.

34. That all or any of the powers vested in the licensor under these presents in respect of the grant, determination, revocation, cancellation or restoration of this licence or recovery of any dues in respect thereof or connected therewith shall also be exercised by Vice Chairman, Delhi Development Authority, Delhi and the licensee shall have no objection whatsoever in this respect.

IN WITNESS WHEREOF the parties to the agreement have signed this deed on the day first abovementioned a true copy thereof signed by both the parties has been retained by the licensee.

Licensor

.....
.....
.....
(Delhi Development Authority)

Licensee

.....
.....
.....

Witnesses:

1.....
2.....



