

JAMMU DEVELOPMENT AUTHORITY



Division-I Jammu

STANDARD BIDDING DOCUMENT

FOR

**Auction of 24 Kanals of prime Commercial
land at Rail Head Complex, near Bahu
plaza, Jammu**

Cost of Document

Rs. 5000.00



OFFICE OF THE EXECUTIVE ENGINEER
JAMMU DEVELOPMENT AUTHORITY DIVISION NO.I RHC, JAMMU

NOTICE INVITING (AUCTION OF LAND)

e-NIT No. JDA-1/2021-22/e-NIT/131 Dated 21.02.2022

Executive Engineer, JDA Division No. I, Jammu on behalf of Vice Chairman, JDA, invites Bids by e-tendering from **Resourceful Real Estate /Land Developers of India.**

S. No	Name of Work	Name of Division	Min Reserved Premium Price excluding GST & other Taxes(In Crore)	Earnest Money Deposit (In Crore)	Cost of document (in Rs)
1	2	3	4	5	6
1	AUCTION OF 24 KANALS OF PRIME COMMERCIAL LAND AT RAIL HEAD COMPLEX, NEAR BAHU PLAZA, JAMMU FOR THE CONSTRUCTION OF SHOPPING MALL CUM MULTIPLEX ON LEASE BASIS FOR 40 YEARS PERIOD.	JDA Div No. I	Rs. 90.00	Rs. 2.00	Rs.5000/-

1. Date of Publishing **21.02.2022.**
2. The Bidding documents can be seen and downloaded from the website <http://jktenders.gov.in> from **21.02.2022(1800 Hrs) to 14.03.2022 (13:00 Hrs.)**.
3. The Bids shall be submitted in electronic format (BOQ) on the website <http://jktenders.gov.in> from **21.02.2022 (1800 Hrs.) to 14.03.2022 (13:00 Hrs.)**.
 - a. Pre Bid meeting will be held in the Meeting hall of Vikas Bhawan (2nd Floor) on **05.03.2022 at 12:00 A.M hrs.**
 - b. The bids received will be opened on **14.03.2022 (1400 Hrs)**.
 - c. The complete bidding process will be on line.
4. Bid documents can be seen and downloaded from the website <http://jktenders.gov.in> Bid documents contain qualifying criteria for bidders, specifications, conditions and other details.
5. The site for the work is available. The intending bidders are strongly advised to inspect the site for its commercial utility before bidding.
6. Bids must be accompanied by cost of Tender document in form of Bank Receipt (Proforma enclosed) with other documents of "Auction Notice" as specified payable in favour of **Vice Chairman, Jammu Development Authority, Jammu in his account No 0022040100000342,** and Bid security (EMD) will have to be in form of CDR / FDR/Bank Guarantee (BG) pledged in favour of **FINANCIAL ADVISOR & CAO, JAMMU DEVELOPMENT AUTHORITY AT RAIL HEAD COMPLEX, JAMMU.**
7. Submission of hard copies at the time of bid submission is not required. Only H-1 (successful bidder) shall be asked to submit the hard copies after opening of financial bid.
8. The successful bidder H-1 should submit hard copies along with original documents in respect of Bank Receipt, EMD and self-attested copies of all other relevant documents. These

must be delivered by hand in the office of the Executive Engineer, JDA Division No.1 Rail Head Complex, Jammu within 7 days from the date of opening financial bid.

The Technical Bids and Financial Bids will be opened online in the office of the **Superintending Engineer Jammu Development Authority or Executive Engineer, JDA Division No. I, Rail Head Complex, Jammu.** The Financial Bids shall be opened on next convenient day by the Tender Opening Authority.

If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

9. The bid for the work shall remain open for acceptance for a period of **180 days** from the date of opening of bids.
10. Other details can be seen in the bidding documents.
11. **Instructions to bidders regarding e-tendering process**
 - a. The interested bidder can download the NIT/bidding document from the website <http://jktenders.gov.in>
 - b. To participate in online bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
 - c. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
 - d. Bids will be opened online as per time schedule mentioned in Para 3.
 - e. **Before submission of online bids, bidders must ensure that scanned copies of all the mandatory documents have been attached with bid, failing which, their offer shall be rejected.**
 - f. All the required information for bid must be filled and submitted online.
 - g. Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
12. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>

No :- JDA-I/1471-84

Dated :-21.02.2022

Sd/-

Executive Engineer
JDA Division No I
Jammu

Copy to the.:-

- 1/- Vice Chairman, Jammu Dev. Authority, Jammu for kind information.
- 2/- Secretary, Jammu Dev. Authority, Jammu for kind information.
- 3/- Superintending Engineer, JDA, Jammu for kind information.
- 4/- Joint Director Information Department Jammu for publication of tender notice in two leading English Dailies including Times of India, New Delhi and Chandigarh editions
- 5/- Financial Advisor & CAO, JDA for kind information.
- 6/- Executive Engineer, JDA, Div. No. II, Jammu for information.
- 7/ Asstt Ex-Engineer, Electric Jammu for information.
- 8/ Sr. Programmer, JDA Jammu for information.
- 9/ Accounts Office, JDA Head Office for information.
- 10-11/ Head Draftsman/ Asstt. Accounts Officer JDA Division No I Jammu.
- 12/ President Contractor's Association, Jammu for information.
- 13/- President, NREDCOO, for information.
- 14/- President CREDAI for information.

INSTRUCTIONS FOR BIDDERS

Tenders to be submitted under two cover system

A) COVER 1st (Technical Cover) containing following documents:-

1. Application form in prescribed format duly signed by the bidder including the "Acceptance of Broad terms and conditions" of Auction Notice
2. Scanned copy of Tender fee/ Payment proof.
3. Scanned copy of Payment towards EMD (Earnest Money Deposit)
4. Scanned copies of below mentioned documents shall be attached from My Document area for bidders:-
 - I. Pan Card.
 - II. ITR for last three assessment year 2018-19, 2019-20, 2020-21.
 - III. Copy of GSTIN issued by Sales Tax Department
 - IV. Proof of latest Return in GST-3/GSTR-3B.
 - V. E mail ID and mobile number of Bidder
 - VI. Registration certificate with Registrar of Companies/Registered Societies or Trust etc.
 - VII. Annual Turnover Certificate duly certified by the Auditor for each of the five financial Years as a proof of having minimum average audited annual turnover of Rs. 100.00 Crore during any of the three financial years out of the last five financial years ending 2020-21
 - VIII. Proof of Experience for successfully developed delivered Real Estate properties of minimum 5, 00,000 Sft built up space during the last five Financial years.
 - IX. Company Profile.
 - X. Authorized signatory Certificate

B) Cover 2nd (Financial Bid cover):-

Rates quoted by the bidder in the B.O.Q must be at par or above the Minimum reserved Premium Bid price i.e. Rs. 90 crores.

Sd/-
Executive Engineer
JDA Division No.1
Jammu



JAMMU DEVELOPMENT AUTHORITY
AUCTION NOTICE OF 24 KANALS PRIME COMMERCIAL
LAND AT RAIL HEAD COMPLEX, NEAR BAHU PLAZA JAMMU



Broad Terms and Conditions for development of Shopping Mall cum Multiplex Complex on Prime Commercial Land (24 Kanals) at Rail Head Complex, Jammu

E-Bids are invited from Real Estate/Land Developers of India for planning, development, construction and sale/marketing of Multiplex (Shopping Mall& Cineplex) on a site measuring 24 Kanals at Rail Head Complex, Jammu. The land designated for this project shall be leased out to the successful developer for a period of 40 years to begin with. The offers should be made through E-NIT (Auction of land). The E-NIT has been uploaded on jktenders.gov.in.

Salient features of the Project Shopping Mall Cum Multiplex: -

- 1). Permissible Use : Mall cum Multiplex (Commercial)
- 2). Lease period : 40 years
- 3) Max. Permissible Ground Coverage : 40%
- 4) Maximum FAR : 200
- 5) Parking and other norms : As per J&K Unified Building Bye Laws- 2021
- 5) Max. Permissible Height : As per J&K Unified Building Bye Laws- 2021
- 6) Minimum reserve Bid Price (Premium) : Rs.90 Crores (excluding GST& other taxes)
- 7) Ground Rent : Rs.12.50 / sft +GST + other taxes as applicable on the Maximum Permissible F.A.R

- 8) Earnest Money : Rs. 2.00Crore

- 9) Payment Schedule : 25% of Premium within 30 days from the date of opening of bid and remaining 75% amount Thereafter within a period of 18 months (in 3 Half yearly equated installments). Earnest money shall be adjusted towards last Installment

- 10) Site Details: Backside of Bahu Plaza, Rail Head Complex Jammu. Site is easily Approachable from each corner of Jammu City. It is located about 300mtr from Jammu Railway Station, 7km from Jammu Airport, and 4 KM From General Bus stand, Jammu.

Selection Criteria: -

The Bidder qualifying the eligibility criteria and offering highest bid amount above minimum reserve price shall be declared successful. Bidder must quote his Bid at par or above the Minimum Reserved price. Bid of premium quoted below Rs. 90.00 crore will be outrightly rejected. In case of tie between the two or more bidders, allotment shall be made through draw of lots.

Legal Charges:-

GST on the quoted Premium, Cost of stamp duty, Registration of lease deed or other incidental expenses whatsoever levied by Govt./Local Bodies from time to time shall be payable by the prospective developer.

Monthly Rent:-

Maximum time frame allowed for the completion of the project will be 48 months from the date of signing of lease agreement. Monthly rent @ 12.50 per Sft per month plus GST based on maximum permissible floor area shall start after completion of 60 months from the date of signing of lease agreement irrespective of the fact whether he is able to utilize full FAR or not. Rent shall be payable to JDA from the stipulated date even if the developer is not able to construct the property and dispose off the built-up space. However, in case developer is able to complete the project before the expiry of 48 months, monthly rent shall start after allowing one year from date of completion. Monthly rent shall be subject to an upward revision of minimum 10% after every three years.

Maintenance:-

Maintenance of the proposed complex shall be sole responsibility of the developer.

Area of Land:-

The area of land indicated by JDA is only approximate. The developer whose offer is accepted may have to accept the variation upto 5% in measurement of the land.

Other General Terms & Conditions:-

- 1) Allotment shall be made on the basis of highest bid received in auction through e-tender.
- 2) The bidder can be a firm registered under Companies Act or registered Cooperative Society, Public Trust, Corporate entity, Autonomous Body, Real Estate, Land Developers etc
- 3) Bids shall be received online on prescribed forms through E-NIT procedure.
- 4) The site shall be leased out on "as is where is" basis. The site plan of the site can be seen from the Office of the Chief Town Planner, JDA on all working days between office hours. For reference, the Google location image of the site is also attached
- 5) Each bid must be accompanied with an earnest money amounting to Rs. 2.00 Crore in the shape of CDR/FDR/Bank Guarantee duly pledged to FA/CAO, JDA. In case the bidder backs out, the earnest money shall not be refunded.

- 6) The highest bidder shall be required to deposit the premium as per terms given above. In case of non-payment of Ist Installment of premium, within the stipulated time period, the allotment shall liable to be cancelled and earnest money forfeited without any notice. Default in the payment of any of subsequent installment shall attract penal interest @ highest J&K Bank MCLR plus 2%subject to a maximum grace period of 3 months, beyond which LOI shallliable to be cancelled and 10% or more of the bid amount shall be forfeited at the sole discretion of BOD of JDA. Earnest money received from H-1 Bidder along with application form shall be adjusted towards last installment.
- 7) The possession of the site shall be handed over only after payment of full premium and completion of legal formalities of JDA. However, allottee shall have the option to take possession earlier also subject to his furnishing of bank guarantees issued by any scheduled commercial bank for the remaining amount as on that date. These bank guarantees shall be returned back to the allottee after payment of remaining installments on scheduled dates or encashed on any installment becoming due. The lessee shall not further sub-let or dispose the allotted site without the permission of authority.
- 8) The lease shall be entered for a period of 40 years to begin with.
- 9) VC, JDA reserves the right to extend/postpone or cancel the auction without assigning any reason thereof. In case of any dispute before or after issue of LOI/allotment letter, decision of the JDA will be final and JDA will refund the bid amount alongwith simple interest.
- 10) Other terms and conditions shall be as per standard terms in vogue.

I have read above mentioned terms and conditions including these mentioned elsewhere in this tender document and the same are acceptable to me and shall be binding upon me.

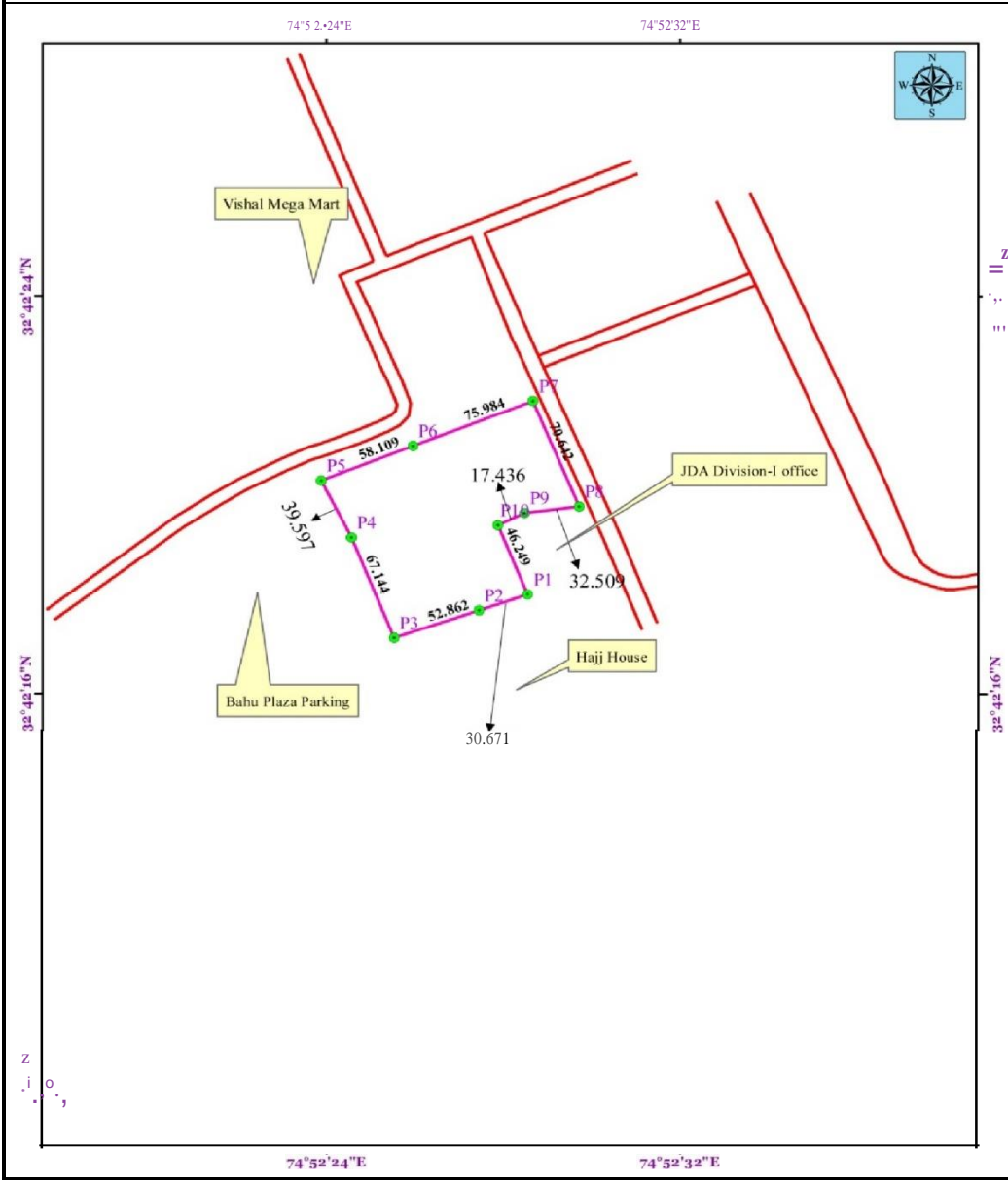
Sig. of Applicant_____

Name & Address _____

Tel/Mobile_____

EMAIL ID_____

Map Showing the Boundary of JDA Land Bahu Plaza



DetailsofDGPSSurvel'.edCoordinates

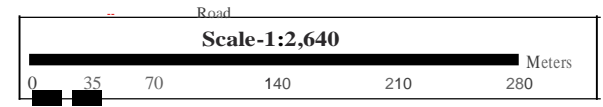
Sr.No	Code	PointID	Easting(m)	Orthing(m)	Latitude"	Longitude"E"
1	BoundaryPoint	P1	488247.5693618590.98		432°42'18.00153"	74°52'28.58866"
2	BoundaryPoint	P2	488218.559	3618581.02932°42'17.67712"	74°52'27.47484"	
3	BoundaryPoint	P3	488168.5373618563.936		32°42'17.12010"	74°52'25.55429"
4	BoundaryPoint	P4	488143.669	3618626.305	32°42'19.14456"	74°52'24.59625"
5	BoundaryPoint	PS	488125.8243618661.65332°42'20.29179"		74°52'23.90920"	
6	BoundaryPoint	P6	488179.9263618682.85832°42'21.15716"		74°52'26.53241"	
7	BoundaryPoint	P7	488250.6873618710.54432°42'21.88433"		74°52'28.70300"	
8	BoundaryPoint	PS	488277.70136	18645.271	32°42'19.76566"	74°52'29.74359"
9	BoundaryPoint	P9	488245.440	3618641.264	32°42'19.63428"	74°52'28.50461"
10	BoundaryPoint	PIO	488229.7483618633.66232°42'19.38680"		74°52'27.90222"	

AreaStatement

Sr.No	Description	Area(inAcre)	Area(inKanai)
	BahuplazaIDALand	3.017	24.140
	TotalArea	3.017	24.140

Legend

- BahuplazaJOLandBoundaryPoint
- BahuplazaJOLandBoundary



GSTIN : 01AEOPS1748D1ZM
TINNO:016211B3727

Email:k.sconstructionJmu@gmail.com
ContactNos:094191825308716989999



I(.S.CONSTRUCTION

(SurveyandMappingConsultants)

Map Showing the Boundary of JDA Land Bahu Plaza



Details of DGPS Survey: Iced Coordinates

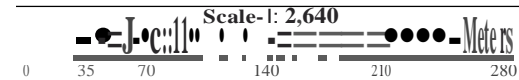
Sr.No	Code	PointID	Easting(m)	Northing(m)	Latitude""	Longitude""E"
1	BoundaryPoint	P1	488247.569	3618590.98432	42°18.00153"	74°52'28.58866"
2	BoundaryPoint	P2	488218.5593618581029	32°42'17.67712"	74°52'27.47484"	
3	BoundaryPoint	P3	488168.537	3618563.93632	42°17.12010"	74°52'25.55429"
4	BoundaryPoint	P4	488143.669	3618626.305	32°42'19.14456"	74°52'24.59625"
5	BoundaryPoint	P5	488125.8243618661.65332	42°20.29179"	74°52'23.90920"	
6	BoundaryPoint	P6	488179.926	3618682.858	32°42'21.15716"	74°52'26.53241"
7	BoundaryPoint	P7	488250.687	3618710.544	32°42'21.88433"	74°52'28.70300"
8	BoundaryPoint	PS	488277.701	3618645.271	32°42'19.76566"	74°52'29.74359"
9	BoundaryPoint	P9	488245.4403618641.26432	42°19.63428"	74°52'28.50461"	
10	BoundaryPoint	PI0	488229.7483618633.66232	42°19.38680"	74°52'27.90222"	

Area Statement

Sr.No	Description	Area(inAcre)	Area(inKanai)
	BahuplazaIDALand	3.017	24.140
	TotalArea	3.017	24.140

Legend

- BahuplazaJDA Land Boundary Point
- BahuplazaJOA Land Boundary
- Road



GSTIN:01AEOPS174801ZM
TINNO:01621183727

Email:k.sco.structionjmu@gmail.com
ContactNos: 0941918-259.3.08716989999



K.S. CONSTRUCTION
(Survey and Mapping Consultants)

General Terms and conditions

- 1) Any person who is Indian Citizen (other than a government employee), who has attained the age of majority may participate in the auction on behalf of Registered Firm, Company, Proprietary Firm, Partnership Firm, Joint Venture, or Consortium, of Registered Co- operative Society, Autonomous Body, Real Estate, Land Developers etc.
- 2) The bidder shall have to pay the GST and other charges as applicable over and above the premium amount quoted by him.
- 3) The highest bidder shall be required to deposit 25% of the premium along with the applicable taxes within 30 days from the date of issue of Letter of Intimation and balance 75% amount (in 3 equal half yearly instalments). Earnest money shall be adjusted towards last instalment.
- 4) Failure in the payment of instalment within the stipulated time period shall result in cancellation of LOI and forfeiture of the earnest money without any notice, Maximum grace period of 3 Months for payment of 2nd and subsequent instalments, subject to the payment of penal interest which shall be charged at the highest Jammu and Kashmir Bank Marginal Cost of Funds based Lending Rate (MCLR) plus two percent. If the default goes beyond the grace period, LOI shall be liable to be cancelled and 10% or more of the bid amount shall be forfeited at the sole discretion of BoD of JDA. Besides, EMD shall be forfeited in all cases.
- 5) The highest bidder who deposits full premium within 30 days from the date of issue of letter of intent will be given rebate of 1% of the bid premium.
- 6) Lease deed shall be executed with the allottee for a period of 40 years which shall be renewable in the manner as would be specified in the lease deed.
- 7) The possession of land shall be handed over only after payment of Full premium and execution of lease deed.
- 8) Cost of stamp duty, registration of lease deed or any other individual charges, taxes etc. whatever levied by the Govt/local bodies shall be payable by the lessee.
- 9) The Lessee shall not have any right to sell, transfer or assign his leasehold rights in the commercial plot or otherwise part with the possession of the whole or any part of the commercial plot except with the prior approval of the Lessor and the Lessor shall be entitled to claim and recover a portion of the unearned increase (i.e. the difference between the premium paid and the market value) or transfer fee as the case may be at rates applicable at the time of transfer;

Provided that in case where the Lessor has approved a transfer, such transferee of Lessee's interest shall be bound and obliged to respect and perform all the conditions and covenants contained in these presents and shall as such be answerable to the Lessor in the same manner, but for such transfer, as the Lessee would have been.

Provided further that notwithstanding the above limitations and conditions, the Lessee may sell, transfer or assign the rights with respect to the floor space, shops, commercial area constructed on the plot or sub-lease the same and no transfer fee shall be chargeable on such sale/transfer/sub-lease

made for the first time. However, for subsequent sale/ transfers/sub-lease of the floor space, the Lessee shall be liable to collect from the transferee and deposit with the Lessor, the unearned increase or transfer fee, as the case may be, at rates applicable at the time of transfer.

The grant of permission by the Lessor to the Lessee for sale, transfer, assigning or otherwise part with possession of whole or any part of the plot to another person, shall not absolve the Lessee from violation of the terms and conditions of the Lease.

- 10) In case of any violation JDA shall be competent to cancel the lease deed and evict the unauthorized occupant.
- 11) After the physical handing over of the possession of the land, the Commercial Complex shall be made operational within a period of five years.
- 12) Earnest money deposited by the unsuccessful bidders will be refunded within a period of three months.
- 13) Documents uploaded should be authentic and legally valid and complete in all respects. Submission of invalid, forged documents shall result in cancellation at any stage.
- 14) The premises shall be used by the lessee only for the purpose for which it is allotted i.e. Plan, Develop, Construct, Run, Operate and Sale/Market, Commercial Mall/ Multiplex/Cineplex, and other related commercial purposes subject to Jammu Master Plan 2032 provisions & J&K Unified Building Bye Laws 2021. The lessee shall not without the written consent of the lessor, use the property for purpose other than those for which it has been leased out nor shall he cause to be done therein any act or thing whatsoever, which is in the opinion of the lessor bring annoyance or disturbance (viz workshop, building material, dumping grounds or those activities which are against law or any directive of the Government or the Local Authority in any case) to the lessor and/or other persons occupying any premises in the neighborhood.

Provided that if the Lessee is desirous of using he property for a purpose other than that for which it is leased, the Lessor may allow such change or use on such terms and conditions including payments of additional rent which the Lessor may allow such change or use such terms and conditions including payment of additional premium and additional rent which the Lessor may in its absolute discretion determine.

- 15) The allottee shall always use the asset for the commercial purpose only and shall not allow storage of any goods of hazardous or combustible nature or which can cause damage to the structure and /or to its occupants/tenants or the equipment's of the area or use the asset for criminal or illegal activities or activities prohibited under the law of land.
- 16) For meeting its objective of developing, constructing, running and operating the Mall cum Multiplex at the site, the Lessee shall be entitled to burden his interest in the lease, without in any manner affecting the title and interest of the Lessor, which shall always be the first charge of the interests and assets of the Lessee

and for that purpose, the Lessee may charge by hypothecating, mortgaging or pledging his interest in the premises so demised from actual lease grant in favour of any Financier who may be an individual firm, company or corporation bank or Financial Institution etc.

Provided that in case of default in repayment of the loan availed by the lessee and the lender exercising his lien over the leased property mortgaged the lessor having first charge over the leased property shall be entitled to recover all its duties including the right to recover unearned increase/transfer fee and the same shall have priority over all other dues. This right of the lessor shall be explicitly mentioned in the mortgage deed or other loan documents, copies of which shall be filed with the lessor.

- 17) The allottee shall abide by the laws of land, including the local laws and directions of the statutory Authorities and terms and conditions of the allotment. In case any penalty or fine imposed by any Government, statutory or other local authority for violation of any law by the allottee, the same shall be paid and satisfied by the allottee.
- 18) That in case of any doubt, dispute or differences arising between the parties to this deed or between any other persons or body corporate claiming under them in respect of these presents or subject matter thereof or related thereto, the same shall be referred to the arbitration of such an officer of the Government of Jammu & Kashmir as the Minister - in - Charge of the Urban Development Department himself or Chairman, JDA. He may nominate / appoint any official for arbitration under the Arbitration Act, whose decision shall be final and binding on both the parties, their assigns, successors, heirs, executors or administrators, whatsoever the case may be.
- 19) Monthly rent shall be subject to an upward revision of 10% after every three years and thereafter, the bidder shall have to deposit the revised amount automatically without waiting for any formal revision order in this regard. Rent shall be payable to the Lessor by the Lessee from the stipulated date till the end of the lease period whether or not the Lessee is able to develop the site and the rent shall be paid in advance on first day of every month to the office of the Lessor against his due acknowledgement. In the event of failure on the part of the lessee to pay lease rent on due date and remains in arrears/unpaid for more than three months, the Lessee shall be liable to pay penal interest which shall be charged at the highest Jammu and Kashmir Bank Marginal Cost of Funds based Lending Rate (MCLR) plus two percent. In case, the lease rent accumulates and remains unpaid for more than one year, despite the service of notice of demand by the Lessor to deposit the arrears of lease rent within 30 days of the service of such notice, then the lessor shall be entitled to revoke lease Agreement and re-enter the premises and take possession thereof, besides resorting to other legal remedies to secure its interests.
- 20) The lessee shall erect/construct the building complete in all respects according to the plan approved by the Competent Authority within 48 months from the date of lease agreement. The basements, stairs, corridors, atrium, other common

spaces etc will be governed by the bye laws approved by Government for commercial land use and applicable Development Control Regulations. The Lessee would follow all construction, safety and other norms, as may be applicable to such buildings by the Government from time to time.

- 21) Lessee desirous of availing loan from any Bank/Financial Institution/Employer may apply in the prescribed format of JDA for NOC (No Objection Certificate) along with requisite processing fee & documents after allotment.
- 22) VC, JDA reserves the right to extend/postpone or cancel the Auction without assigning any reason thereof. In case of any dispute after issue of Lol/allotment letter, decision of JDA will be final and JDA will refund the premium paid amount along with simple interest.
- 23) This Auction document is not an agreement and is neither an offer nor invitation by JDA to the prospective Applicants or any other person. The purpose of this 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 prior to this Auction (the "Application"). This Auction document includes statements, which reflect various assumptions and assessments arrived at by JDA in relation to the Project. Such assumptions, assessments and statements do not support to contain all the information that each applicant may require. This Auction document may not be appropriate for all persons, and it is not possible for JDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Auction document. The assumptions, assessments, statements and information contained in this 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 Auction document and obtain independent advice from appropriate sources.
- 24) Information provided in this 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. JDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 25) JDA, 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 Auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Auction document and any assessment, assumption, statement or information contained therein or deemed to form part of this Auction document.
- 26) JDA 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 Auction document. JDA 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 Auction document.
- 27) The intending Bidder/Company should inspect the site and satisfy itself about the location, area and its business prospects. Kindly note that the site will be Auctioned on "As is where is" basis. It is presumed that the intending bidder company has inspected the site and familiarized itself with the prevailing conditions in all respect before participating in the Auction.
 - 28) The officer conducting the Auction shall normally accept the highest bid subject to confirmation by the competent authority provided that the highest bid amount is at par or above the reserved price.
 - 29) **FORCE MAJEURE:** - If during the currency of the lease, there is any outbreak of war or other calamity which whether financially or otherwise effect the execution/ running of the contract, the lessee unless contract is terminated under provision of this clauses shall make his best efforts to complete contract. However after outbreak of such war, JDA shall be entitled to terminate the contract at any time by giving notice in writing. Force Majeure is hereby defined any clause which is beyond the control of JDA/lessee and which consequently affects the performance of the contract.
 - 30) **NOTIFICATIONS:** - JDA will inform the Successful Bidder online through e-mail as provided by the bidder and also by speed post. Bidder is advised to produce all original documents signed by him and copy of acceptance of all terms and conditions.
 - 31) **LOI (LETTER OF INTIMATION):-** The Letter of Intimation shall be issued to H-1 Bidder (with enclosures of Agreement) within 15 days of approval of the acceptance of bid by Competent Authority.
 - 32) **ACKNOWLEDGEMENT OF LETTER OF ACCEPTANCE (LOA):-** Within a maximum of 10 days from the date of issue of the "Letter of Intimation", the H-1 bidder shall acknowledge the receipt of LOI and give his concurrence by signing the "letter of Acceptance"
 - 33) The highest bidder shall submit acceptance of the terms & conditions of Auction duly typed on a non-judicial stamped paper worth Rs. 100/- signed by authorized signatory of the firm along with letter of acceptance.
 - 34) The lessee shall not object to any construction in or around the site that is considered essential by JDA.
 - 35) The bidder shall be solely responsible for all consequences arising out of the bid submitted by him/her (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the JDA. Hence bidders are cautioned to be careful to check the bid amount, and rectify their bid amount if required, before submitting the bid.
 - 36) 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 mention reasons, it is advised to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.
 - 37) No change in name of the bidders will be allowed under any circumstances.
 - 38) If there is any discrepancy / contradiction in translation from English to Hindi the Language used in English version will hold good.

39) Other terms and conditions shall be as per standard terms in vogue.

The above terms and conditions are only indicative and the detailed terms and conditions will be contained in the lease deed to be executed in the favour of successful bidder.

Sd/-
Executive Engineer
JDA Division No.1
Jammu

Check list for Bidders

Documents Required for Technical Qualifications.

1. Application form in prescribed format duly signed by the bidder including the "Acceptance of Broad terms and conditions" of Auction Notice
2. Tender fee.
3. Payment towards EMD (Earnest Money Deposit)
4. Pan Card.
5. ITR for last three assessment year 2018-19, 2019-20, 2020-21.
6. Copy of GSTIN issued by Sales Tax Department.
7. Proof of latest Return in GST-3/GSTR-3B.
8. E mail ID and mobile number of Bidder.
9. Registration certificate with Registrar of Companies/Registered Societies or Trust etc.
10. Annual Turnover Certificate duly certified by the Auditor for each of the five financial Years as a proof of having minimum average audited annual turnover of Rs. 100.00 Crore during any of the three financial years out of the last five financial years ending 2020-21
11. Experience Certificate of successfully developed or delivered Real Estate properties of minimum 5, 00,000 Sft builtup space during the last five Financial years.
12. Company Profile.
13. Authorized signatory Certificate

Sd/-
Executive Engineer
JDA Division No.1
Jammu

APPLICATION FORM

A. PARTICULARS OF THE BIDDER:

1. Name (in blocks letters) Shri/Smt. : _____
2. Status of the Applicant 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. Office Address : _____
9. Telephonic No. /Mobile No.
- 10 E-Mail-ID : _____

B. PARTICULARS OF TENDER

1. Location of the plot : _____
2. Reserve Price (Rs. In Figure) _____
3. (i) Bank A/C No. _____ (for refund, if any)
(ii) Name of Bank & Branch _____

I the undersigned being the tenderer as mentioned above, hereby apply to the JDA-I for leasing of the Prime commercial land site described above in accordance with the terms/conditions prescribed by JDA. I have read and understood terms/conditions of Auction document and hereby unequivocally accept the same.

I have inspected the land for which tender is being submitted and satisfied myself about the commercial potential

I shall pay the balance of the premium and other amount and execute the lease deed in the form prescribed in accordance with terms/conditions of tender.

The terms & conditions of the e-tender and notice inviting (Auction of Land) are also signed and being submitted with the e-tender application form.

SIGNATURE OF THE TENDERER
ON BEHALF OF THE APPLICANT TENDERER

Date :.....

Place:.....

NOTE:-

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

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