


Volume I
Notice Inviting Tender, December, 2017

NIT for Allotment of Land at Sector 24 for Development of Drive-in-Theater
and other Recreational Activities in Naya Raipur on License



Issued by:
Naya Raipur Development Authority, North Block, Paryavas Bhavan,
Sector 19, Naya Raipur - 492002

Press Note

NOTICE INVITING TENDERS				
				
Allotment of Plots In Naya Raipur For				
1. Hospital in Sector - 33, 2. Star Hotel in Sector - 24, 3. Drive-in-Theater at Sector - 24				
Advertisement no. 9888-R-21/PRJ/NRDA/2017, Naya Raipur,				Dated: 11/12/2017
NRDA invites separate Tenders in prescribed forms for Allotment of Plots for financing, designing, construction, development, operation and maintenance of the following in Naya Raipur :-				
Project	Upset premium rate (₹per sqm)	Basis	Earnest Money (₹ in Lacs)	Last date of Submission of Tender
1. Hospital in Sector- 33 (Plot Area – 4046 sqm)	1601/-	Lease	6.75	11-01-2018 upto 3.00 PM
2. Star Hotel in Sector- 24 (Area of parcel – 4150 sqm)	11090/-	Lease	46.02	16-01-2018 upto 3.00 PM
3. Drive-in-Theater at Sector- 24 (Area of parcel – 12141 sqm)	106/-	License	1.00	16-01-2018 upto 3.00 PM
The upset premium rate shown in the table above are minimum, the tenderer has to quote the rates more than the upset premium rate. The highest premium rate tendered shall be considered subject to the compliance of other conditions. Eligibility criteria, terms and conditions of the allotment, processing fee, the tender form etc. are given in the Tender Documents can be downloaded from the website www.nayaraipur.gov.in . Modification/Amendment if any, shall be published in the website only.				
Naya Raipur Development Authority				
Paryawas Bhavan, North Block, Sector – 19, Naya Raipur, 492 002, Chhattisgarh T: +91.771.251.2500				
NAYA RAIPUR - MERA RAIPUR				Chief Executive Officer

Important Dates

1	Date of Pre- bid Meeting	22 nd December,2017 at 12:30 pm in NRDA Office
2.	Last Date for Submission of Bid (Bid Due Date)	16 th January, 2018 up to 3:00 PM
3.	Date of Opening of Technical Proposal	16 th January,2018 at 3:30 PM
4.	Date of Opening of Financial Proposal	Shall be intimated later to qualified bidders

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DISCLAIMER

1. The NIT Document contains following two volumes:

Volume I	Tender Document
Volume II	Draft Development and License Agreement

2. The information contained in this Notice Inviting Tender document (the "NIT") or subsequently provided to Bidder(s), verbally or whether in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.
3. This NIT is not an agreement and is neither an offer nor invitation by Naya Raipur Development Authority (the "Authority" or NRDA) to the prospective Bidders or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this NIT (the "Bid" or "Proposal"). This NIT includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NIT and obtain independent advice from appropriate sources.
4. Information provided in this NIT to the Bidder (s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The Authority and its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Bid Stage.
6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this NIT.
7. The Authority 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 NIT.
8. The issue of this NIT does not imply that the Authority is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

IMPORTANT INFORMATION

S.No	Particulars	Description
1.	Name of the project	NIT for Allotment of land for development of Drive-in-Theater and other Recreational Activities on License Basis
2.	NIT issued by	Naya Raipur Development Authority (NRDA)
3.	License Period	Initially for a period of Three (3) years from the date of appointment (6.0 months from the date of signing of License Agreement) with an extension of another two terms of Three (3) years with increase in license fee by 10% from previous term's license fee after completion of each term and satisfactory performance by the Licensee and as decided by Authority)
4.	Cost of NIT Documents	INR. 5,900.00 (Five thousand nine hundred only) including GST in form of DD drawn in the favor of "CEO, Naya Raipur Development Authority", payable at Raipur/Naya Raipur.
5.	Earnest Money Deposit	INR. 1,00,000.00 (Rupees One Lakh Only) in the form of DD drawn in the favor of "CEO, Naya Raipur Development Authority", payable at Raipur/Naya Raipur.
6.	Date of Pre-Bid Meeting	22 nd December ,2017 at Naya Raipur Development Authority's Office : North Block, Paryavas Bhawan, Sector 19, Naya Raipur – 492002
7.	Last date and time of Submission of bid	16 th January 2018 up to 3:00 PM
8.	Opening of Technical Bid.	16 th January 2018 at 3:30 PM
9.	Opening of Financial Bid	Time & Date will be intimated later after evaluation of Technical Bid.
10.	Place of obtaining NIT Documents	The NIT can also be downloaded from NRDA Website: www.nayaraipur.gov.in/ . For such downloaded document the bidder has to enclose DD amounting to INR. 5,900.00 drawn in the favor of "CEO, Naya Raipur Development Authority", payable at Raipur/Naya Raipur.
11.	Email for Correspondence	psc1@nayaraipur.com , ceo@nayaraiur.com ,

NOTICE INVITING TENDER

NAYA RAIPUR DEVELOPMENT AUTHORITY

Notice inviting Tender for

Allotment of land for development of Drive-in-Theater and other recreational activities for a fixed term of three (3) years with an extension of another two terms of Three (3) years with increase of annual license fee by 10% after end of each term of three years and satisfactory performance by the Licensee and as decided by Authority.

1. Sealed proposals are invited as per the NIT issued by NRDA for allotment of land for development of Drive-in-Theater and other recreational activities at Sector, 24 of Naya Raipur (the Project) on license basis as per the Minimum Eligibility Criteria given in **Schedule “F”, Part-“B”**

The details of Project Land are as follows –

S.No	Particulars	Details
1	Total land Area Offered on License	12140.80 Sq.mts (3.0 acres)
2	Permissible FAR	0.2
3	Location	Sector 24
4	EMD (in Rupees)	1,00,000.00 (One Lakh only)
5	Cost of NIT Document (in Rupees)	5900.00 (Five thousand nine hundred only)

Note:

1. The land area provided in S.NO. 1 is approximate and may change at the time of allotment. However the actual calculation of License Fee and other fees / applicable taxes etc shall be levied on actual area of allotted plot.
 2. The land are identified for project is 3.0 acres which may be increased by authority up to 5.0 acres as per the request of developer within 12 months from date of appointment. The licensee has to pay the applicable license fee and other applicable taxes on additional land as per the Terms and Conditions of Agreement.
2. The indicative site plan of project land along with other details is attached at **Schedule “F”, “Part C”**.
 3. The important dates are given below –

Last Date of receipt of Proposal	16 th January, 2018 before 3:00 PM
Date of opening of Technical Bid i.e. Envelop B	16 th January, 2018 before 3:30 PM
Date of opening of Financial Proposal	Will be intimated to qualified bidders

4. Notice Inviting Tender

- a. Allotment of land for development of Drive-in-Theater and other recreational activities for fixed term of three (3) years with an extension of another two terms of Three (3) years with increase of annual license fee by 10% compounded after every term of three years and satisfactory performance by the Licensee and as decided by Authority. The project details are provided in **“Schedule-F, Part-A”**
- b. The site plan along with other details is attached at **“Schedule-F, Part-C”**

5. The obligations of licensee mainly include development of Drive-in-Theater for a minimum capacity of 50.0 Passenger Car Unit (PCU) and other recreational activities including its operation, maintenance and management for entire license period. The obligations of licensee of is provided in “**Schedule-F Part-D**”.

6. **Earnest Money Deposit (EMD)**

- i. The NIT should necessarily be accompanied by Earnest Money Deposit for an amount as mentioned in “**Schedule-F, Part-E**” by way of a Demand Draft in favour of “**CEO, Naya Raipur Development Authority**”, by any Nationalized / Scheduled bank payable at Raipur / Naya Raipur.
- ii. NIT without EMD shall be summarily rejected.
- iii. If the NIT is not accepted the amount of EMD shall be refunded but no interest on it shall be payable.
- iv. EMD of the unsuccessful Bidders shall be returned with in a period of **four(4) weeks** from the date of the allotment letter accepted by the Preferred Bidder EMD submitted by the Preferred Bidder shall be adjusted in the license fee of the project.
- v. EMD shall be forfeited in the following cases:
 - a. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
 - b. If the Preferred Bidder fails to deposit the due amount of the license fee within the stipulated time or any extension thereof granted by NRDA.
 - c. If the Bidder fails to furnish the performance security within specified time limit
 - d. If the Preferred Bidder fails to execute and register the License agreement within the stipulated time or extension thereof, if any granted by NRDA.

7. **Validity of NIT**

NIT shall remain valid as per the “**Schedule-Part E**” from the Proposal Due date and in the event of the Bidder withdrawing the NIT in the validity period, for any reason whatsoever; earnest money deposited with the NIT shall be forfeited and appropriated by the NRDA.

8. **Payment of License Fee& Schedule-**

- i. After approval of the Proposal with or without negotiation, as the case may be a Notice of Award (NoA) shall be issued.
- ii. The Preferred Bidder shall deposit amount as per “**Schedule-F, Part-B (Section C - Payment Condition)**” within **Forty Five (45)** days from the issue of the Notice of Award (NoA), failing which the NoA shall be annulled and the earnest money shall be forfeited and appropriated by NRDA.
- iii. The Preferred Bidder shall also submit performance security in form of DD / Bank Guarantee from Schedule Bank drawn in the favor of “CEO, Naya Raipur Development Authority”, payable at Raipur/ Naya Raipur as per **Schedule-F, “Part-B (Section D “Performance Security”)**, at the time of the signing of License Agreement.
- iv. The Preferred bidder shall execute and sign the License Agreement within Forty Five (45) days from the issue of the NoA at its own cost, bearing all the expenses on stamp and stamp duty after payment of License fee, and any other charge which is applicable at the time of the signing of License Agreement.
- v. In the event the Preferred Bidder fails to deposit the amount or fails to sign the agreement within the stipulated period NRDA shall have right to forfeit the EMD and cancel the allotment.
- vi. The possession of project shall be handed over to the Licensee within 7 days of the signing of the License Agreement.

- vii. The payment schedule of the License Fee shall be as per **“Schedule-F , Part-B” (Section C “Payment Condition”)**
- viii. **NIT Cost & Submission Format:** The Bidders are to be submitted in the prescribed form which can be purchased from the office of NRDA / directly downloaded from website <http://nayaraipur.gov.in>, The cost of NIT document shall be as per **“Schedule-F, Part-F” (non-refundable)**. The NIT shall be submitted in **Single Envelopes "A"**. The Bidder is required to provide all the information/document as per prescribed NIT format. NRDA shall consider only those Bidders that are received within the specified time and in the prescribed format and are complete in all respects.
- ix. The NIT shall comprise the following:
 - **Envelope “A”** -It will contain **Envelop “B” (Technical Proposal) & Envelop “C” (Financial Proposal)**.
 - **Envelope “B” (Technical Proposal)**-It will contain **(A checklist of all the documents with their corresponding page numbers is required to be submitted by the Bidder as a part proposal)**
 - i. The Bank Draft for Cost of the NIT document payable to the Chief Executive Officer, Naya Raipur from any Nationalized /Scheduled Bank payable at Raipur.
 - ii. The Bank Draft for EMD payable to the Chief Executive Officer, Naya Raipur Development Authority from any Nationalized /Scheduled Bank payable at Raipur.
 - iii. The Photocopy of receipt of purchase of NIT document from NRDA. In case of NIT DOWNLOAD from website the Cost of NIT shall be submitted in the form of Demand Draft as per **“Schedule-F, Part-F” (Non Refundable)**
 - iv. Power of Attorney set out in **APPENDIX-I**
 - v. Documents in support of eligibility criteria as per **“Schedule-F Part-B”**
 - vi. The Bidder shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Signatory of the Bidder as per the terms of this NIT. In case the proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the NIT and the original NIT issued by the Authority, the latter shall prevail.
 - **Envelope “C” (Financial Proposal) - It will contain Financial Proposal**

9. Sealing and Marking of Proposal

- i. The NIT shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory having Power of Attorney. All the alterations, omissions, additions, or any other amendments made to the NIT shall also be initialed by the person(s) signing the NIT.
- ii. Each of the envelopes, both outer and inner, must be super scribed with the following information:
 - a. Name & address of Bidder
 - b. Contact person name & phone number
 - c. NIT Name & its Due Date
- iii. All envelopes shall be addressed to:

Chief Executive Officer
Naya Raipur Development Authority,
Paryavas Bhawan,

North Block, Sector 19 Naya Raipur,
Pin Code- 492002, Naya Raipur (C.G.)
Phone: (0771) – 2511500
Fax: (0771) – 2511400
E-mail: - ceo@nayaraipur.com, pssc1@nayaraipur.com

10. Opening of Terder

The Chief Executive Officer or any officer authorized by him, will open the submitted proposals against the NIT. The officers competent to dispose of the NITs shall have right of rejecting all or any of the Proposal.

11. Selection of Preferred Bidder:

- i. The Authority shall open the Proposals at 3.30 pm on bid submission date, at NRDA office and in the presence of the Bidders who choose to attend. The **Envelope B - “Technical Proposal”** shall be opened first. **The Envelope C - “Financial Proposal”** shall be kept sealed for opening at a later date.
- ii. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the NIT.
- iii. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- iv. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection criteria set out in **Schedule F, Part B**.
- v. After the technical evaluation, the Authority shall shortlist qualified Bidders in terms of **Schedule F, Part B** who are eligible for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Technical Selection Process.
- vi. Subject to the provisions of Clause 11, the Bidder whose Bid is adjudged as eligible in terms of NIT condition and **Schedule F, Part B** and who quotes the **Highest License Fee**, over and above of **Reserve License Fee as mention in Schedule F, Part A**, shall be declared as the selected Bidder (the **“Selected Bidder”**). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- vii. In the event that two or more Bidders quote the same amount of License Fee (the **“Tie Bidders”**), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- viii. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the **“first round of bidding”**), the Authority may invite all the remaining Bidders to revalidate or extend their respective EMD, as necessary, and match the Bid of the aforesaid Highest Bidder (the **“second round of bidding”**). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- ix. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 11 (viii) the Authority may, in its discretion, invite fresh Bids (the **“third**

- round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their EMD, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- x. After selection, a Notice of Award (the “NOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof. In the event the duplicate copy of the NOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the NOA, and the next eligible Bidder may be considered.
- xi. After acknowledgement of the NOA as aforesaid by the Selected Bidder, it shall cause the License to execute the License Agreement within the period prescribed in Clause 8. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

12. Dates of opening of Tender:

The important Tender dates shall be as per “**Schedule-F, Part G**”

13. Rights of the Chief Executive Officer

The Bidders that are found responsive in Terms of the NIT document shall only be considered. The Chief Executive Officer, NRDA reserves the right to call for clarification or additional document as deemed fit.

14. Conflict of Interest and Disqualification

- 14.1 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the NIT Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the EMD or Performance Security amount as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the NIT Process, if:
- i. “the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such

- controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or”
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. Such Bidder, or any Associate thereof, has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the NIT of either or each of the other Bidders; or
 - vi. Such Bidder or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

14.2 A Bidder shall be liable for disqualification and forfeiture of EMD or Performance Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the NIT Process or subsequent to the (i) issue of the NOA or (ii) execution of the License cum Development Agreement. In the event any such adviser is engaged by the Preferred Bidder or Licensee, as the case may be, after issue of the NoA or execution of the License Agreement, then notwithstanding anything to the contrary contained herein or in the NOA or the License Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the NoA or the License Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Preferred Bidder or Licensee for the same.

15. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the NIT Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

16. Cancellation of Tender

The NRDA reserves the right to reject any or all NIT without assigning any reasons what so ever. NRDA may, in its absolute discretion, but without being under any obligation to do so, update,

amend, modify or supplement the information in this document by uploading in its website www.nayaraipur.gov.in and which shall not be published in newspaper/s.

- i. **For the stage before issue of NoA (Notice of Approval)** –The cancellation shall be governed by **Para 6.0** of the NIT.
- ii. **For the stage after issue of NoA** –The cancellation shall be governed by **Para 8.0** of the NIT.
- iii. **For the stage after payment of License Fee and before signing the License Agreement:**
If the Bidder fails to sign the License Agreement within 45 days from issue of NoA or within the extended period thereon by authority, The authority has right to cancel the allotment and forfeit the paid license fee and EMD submitted by the selected bidder.
- iv. **For the stage after signing of License Agreement**-The cancellation shall be governed as per License Agreement.

17. **Mortgage & Sub license of Project Land**

The Licensee shall not be entitled to mortgage or sub license the licensed land or any part of it in any manner.

18. **General Terms and Conditions**

- i. The terms and conditions based on which the Bidder is selected for allotment of project shall be an integral part of the License cum Development Agreement.
- ii. The Licensee shall be responsible for obtaining at his cost all the statutory approvals / permits/License/permission as required for the operation, maintenance and management of the project at his own cost as required under the applicable laws.
- iii. Licensee shall during the period of License, pay all rates taxes and all other charges due and becoming due in respect of the project thereupon.
- iv. The operation, maintenance and management of the project will be governed by the terms and condition of License agreement.

19. **License Period and License Fee**

- i. Project shall be transferred on license basis for a fixed period of Three (3) years from the date of Execution of License Agreement with an extension of another two terms of Three (3) years with increase in license fee by 10% (compounded) after completion of each term and satisfactory performance by the Licensee and as decided by Authority. After completion of the license period or termination of agreement as per the terms and condition of License Agreement before completion of license period, the license project property and its possession will be automatically comes in hand of Authority.
- ii. The licensee shall be liable for penalty and other legal measures by Authority as per the terms and condition of License Agreement in the event of delay or any other breach in transfer of the property by licensee to the authority as per the clause 19 (i) above.
- iii. The Licensee shall pay the entire License Fee upfront before the signing of License Agreement by way of a Demand draft or pay order in favor of the Lessor on a nationalized/scheduled bank having a branch at Raipur.

20. Schedule F

- **Part-A**–“Project Details”,
- **Part-B**–“Minimum Eligibility Criteria “&“Payment Conditions“,
- **Part-C**–“Project Site Plan and Land Details”
- **Part-D**–“Development, Operation, Maintenance and Management Obligation”,
- **Part-E**–“Earnest Money Deposit“(EMD),“Validity of NIT“,
- **Part-F**–“Cost of Document”,
- **Part-G**–“Important NIT Dates”

**Chief Executive Officer
Naya Raipur Development Authority**

SCHEDULE – “F”

Notice inviting Tender: Inviting Notice inviting Tender for allotment of land for development of Drive-in-Theater and other Recreational Activities on License Basis for a fixed period of Three (3) years from the date of Execution of License Agreement with an extension of another two terms of Three (3) years with increase of annual license fee by 10% from previous term after every term of three years and satisfactory performance by the Licensee and as decided by Authority in Sector – 24, in Naya Raipur.

1. SCHEDULE-F, PART – A: Project Details

i. Details of the Project

Particulars	Details
Total Land Area	Approximate 12140.80 Sq.mts (3.0 acres)
Floor Area Ratio (FAR)	0.2
Height Restriction	11.0 meters
Mandatory Project Facility	Development of Drive-in-Theater with minimum capacity of 75.0 Passenger Car Units (PSU)
Other Project Facilities	The developer is free to develop other recreation activities as per the provision of Naya Raipur Development Plan with Prior Approval of authority. This may include but not limited to development of Drive-in-Theatre, Art Gallery, Exhibition Centre, Open Air Theatre, Community hall, culture and information centre, film studio, guest house, motor driving training centre, planetarium, restaurant, cafeteria etc.

Note: The Project Land area is tentative and can be increased or decreased up to 10% at the time of handing over of possession

ii. Details of the Project

- I. The Licensee shall development of Drive-in-Theater with minimum capacity of 50.0 Passenger Car Units (PSU) and other recreational activities and its operation, maintenance and management as per good industry practice at its own cost for entire license period of 3.0 years and any extension provided by Authority.
- II. The Licensee shall procure required approvals, license and permission required for development, operation and management of the project at its own cost.
- III. The Licensee shall develop all the project facilities in accordance to the prevailing norms of Town & Country Planning Directorate, NRDA, Chhattisgarh Environment Conservation and any other authorities, bodies, regulators, as may be applicable.
- IV. The Licensee shall deploy all required resources including human resource for development, operation and management of the project and its own cost and responsible for security of project.

2. SCHEDULE-F, PART-B - MINIMUM ELIGIBILITY CRITERIA & PAYMENT CONDITIONS

A. Eligibility of Applicants:

- a) The Applicant may be a single entity or a group of entities (called the "Consortium"), coming together to implement and operate the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- b) An Applicant may be a natural person, Private Entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a consortium.

To be eligible for selection, the Bidder shall fulfil the following condition of eligibility:

A. Technical Qualification Criteria

For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have experience of running/operating any of the Eligible Sectors as mentioned below for at least last three financial years preceding the Bid Due Date.

Eligible Sector for purpose of evaluation shall be: Business of Real Estate, Infrastructure, Entertainment, Recreational, Event planning & management, theme parks, and Hospitality including Hotels, Restaurants, Cafés, etc.

B. Financial Capacity:

The Bidder shall have a minimum average Annual Turnover (the "Financial Capacity") of INR 1.0 Crore (Rupees One Crore) from the activities mentioned above in Eligible Sectors in the last 3 financial years preceding the Bid Due Date.

OR

The Applicant shall have a minimum Net Worth (the "Financial Capacity") of INR. 25.0 Lakh (Rupees Twenty Five Lakh only) at the close of the preceding financial year.

In case of a Consortium, the combined technical capacity and Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

Required Documents:

Following documents are required to be submitted in support of the Minimum Eligibility criteria.

- i. **(Form-I)** In case of a **company** the following documents are required to be submitted:
 - a) Board resolution, authorizing the applicant to sign on behalf of the company
 - b) Notarized Copy of Certificate of Incorporation issued by Registrar of Companies.
 - c) copy of its Memorandum and Article of Association
- ii. **(Form-I)** In case of a **partnership firm** all the partners are required to sign the NIT document and the enclosures. In case the documents mentioned above are not signed by all the partners but signed by only one partner, necessary authorization letter from all the other partners should be enclosed. The following documents should be enclosed:
 - a) Certified copy of duly registered partnership deed

- b) Notarized copy of Certificate issued by the Registrar of firms.
- iii. The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years immediately preceding the Bid Due.
- iv. Bidders must provide the necessary information relating to Technical Capacity, as per **Form-II**.
- v. Certificate(s) from its chartered accountant/ statutory auditors specifying the **Average Annual Turnover in last three years of the Bidder** as at the close of the preceding financial year w.r.t fulfilling eligibility criteria “**2.C**”above.**(Form-III)**

C. Reserve License Fee:

The Reserve License Fee for allotment of the land for the Project is INR 106.00 / square meter / year (One hundred and six rupees per square meter per year).

D. Payment Conditions:

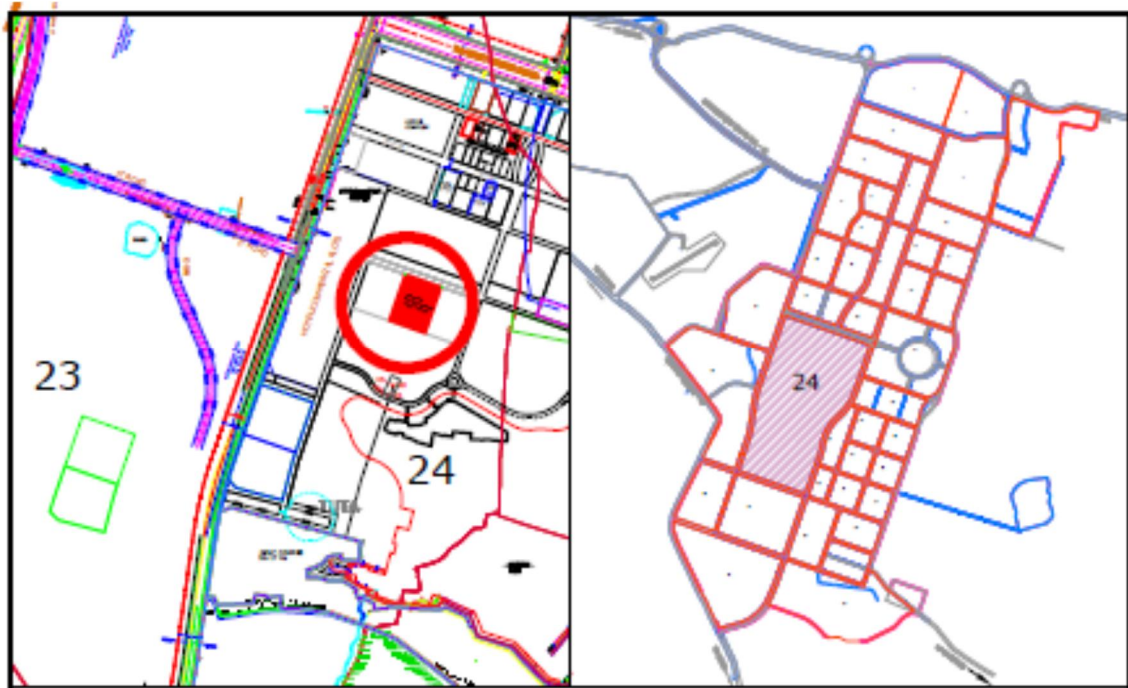
Year	Payment as % of License Fee	Payment Schedule
First Year License fee	100% of the accepted License Fee (less the amount of EMD)	within 45 (Forty Five) days of issue of the Notice of Award (NoA)
Second Year License fee	100% of the accepted License Fee	30 (Thirty) days prior to first anniversary of signing of License Agreement
Third Year License fee	100% of the accepted License Fee	30 (Thirty) days prior to second anniversary of signing of License Agreement

E. Performance Security:

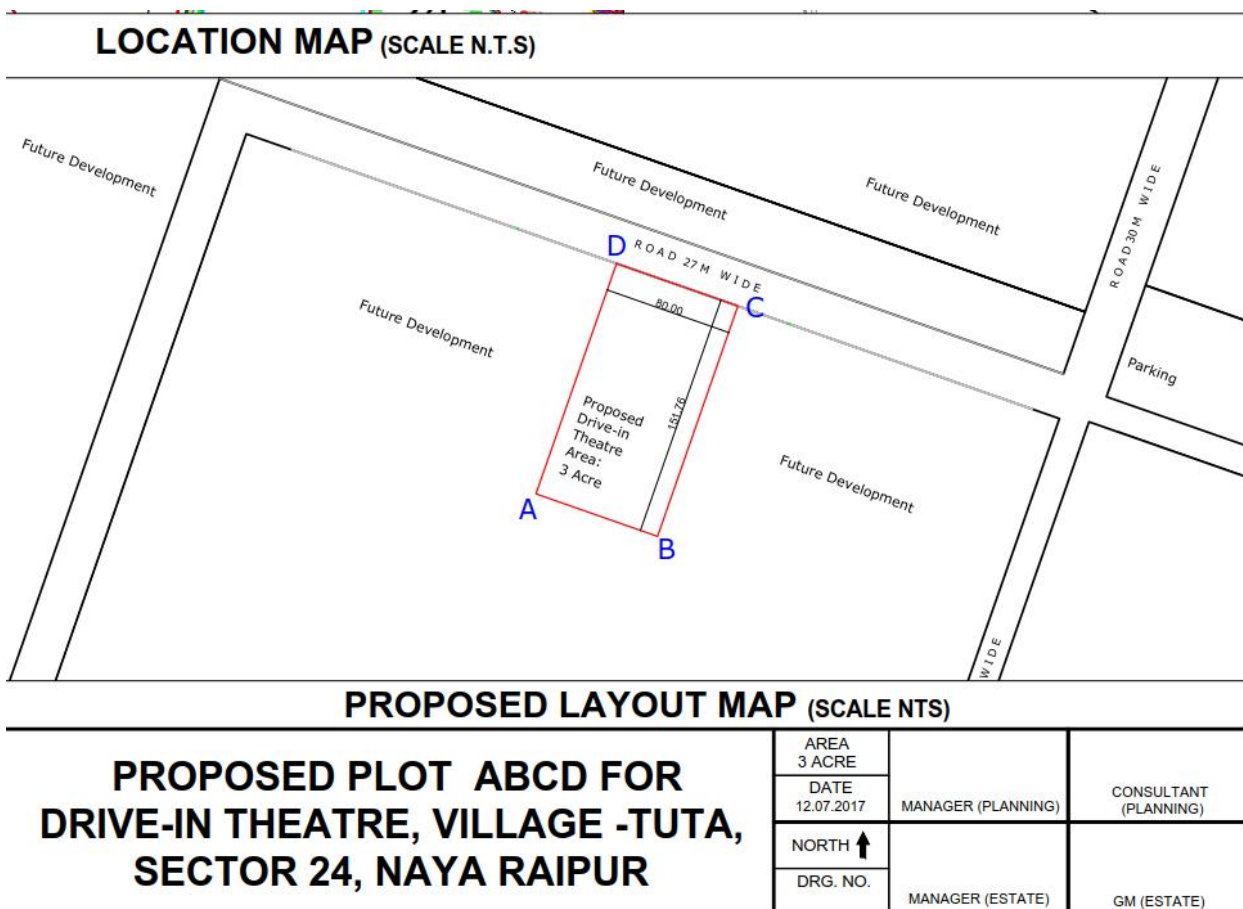
- i. Prior to the execution of License cum Development Agreement for the Project, the Preferred Bidder shall submit Performance Security of value 10% of the Annual License Fee by way of Demand Draft in favour of “CEO, Naya Raipur Development Authority”, payable at Raipur or Bank Guarantee as per the Format attached in **Appendix III** , issued by scheduled bank of India. The said Performance Security should be valid throughout the license period and 120 days thereof.
- ii. In case the Preferred Bidder fails to furnish the Performance Security within the Specified time limit the performance security shall be increased by 5% after every fortnight maximum up to two fortnights. In case the Preferred Bidder fails to furnish the Performance Security within two such fortnights, the EMD so deposited by the Preferred Bidder shall be forfeited, the NOA shall be annulled and Preferred Bidder shall have no claim whatsoever in this regard.

3. Schedule-F, Part-C- Project Site Plan and Land Details

3.1 Location Map



3.2 Site Plan



3.3 Project land details and other information

S.#	Particulars	Details
1	Total Land Area	Approximate 12140.80 Sq.mts (3.0 acres)
2	Location	Sector 24, Naya Raipur
3	Land Use	Recreational
4	Permissible FAR	0.2
5	Permissible Height of Structure	11 meters
6	Type of Structure:	The licensee is allowed to build only temporary structure as per the approval of layout and design from NRDA and other concern Government Agencies / Departments. (Temporary Structure: Any structure that can be readily and completely dismantled and removed from the site between periods of actual use.)
7	Permissible Activities under recreational land use	As per the provision of Naya Raipur Development Plan 2031 with prior approval of Authority. This shall include but not limited to following activities: <ul style="list-style-type: none"> · Drive-in-Theatre · Art Gallery · Exhibition Centre · Open Air Theatre · Community hall · Culture and information centre, · Film studio · Guest house · Motor driving training centre, · Restaurant, cafeteria etc.

4. Schedule-F, Part-D – Project Development Operation, Maintenance and Management Obligations.

A. Development of Mandatory and other Project Facilities:

- i **Mandatory Project Facility:** The Development Drive-in-Theater for minimum capacity of 50.0 Passenger Car Unit (PSU) as per the good industry standards.
- ii **Other Project Facilities:** The licensee is free to finalize, design and develop the other project facilities which is required in support of mandatory project facility and permissible under recreational land use as per the Naya Raipur Development Plan, 2031 with prior approval of Authority.

B. Obligation for completion of Mandatory Project Facilities

- i The development milestone shall be applicable only for mandatory project development facility and made in a way to ensure completion of Mandatory Project Facility within 1.0 year of signing of License cum Development Agreement and provided in table below:

S.#	Milestone	Time Period
1.	Layout Plan, Design of temporary structure, all other required approvals, permissions, license, NOC from the competent authority	Six (6) months from the date of signing the License cum Development Agreement

2.	The Successful Tenderer shall complete development of mandatory project facility as per good industry practice in all respect and commence operations of project.	Twelve (12) months from the date of signing the License cum Development Agreement
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- ii The licensee is free to finalize the other project facilities which he feels is required to support the mandatory project facility and develop the same as per the good industry practice. The licensee is required to take all required approval, license and NOC for development and operation of other project facilities.

C. Minimum Operation, Maintenance and Management Obligation of Project:

The operation and maintenance has been made in a way to ensure smooth and safe operation of project including mandatory and other project facilities as per the provision of License cum Development Agreement.

- i. The Licensee shall secure all the required approvals permissions, NOC from the competent authority within six months from the date of execution of License cum Development Agreement for mandatory project facility and prior to development and operation for other project facilities.
- ii. The Licensee shall follow all the terms and condition of License cum Development Agreement with respect to operation, maintenance and management of project. This shall include but not limited to:
- Development, Operation, maintenance and management of project as per the provision of License cum Development Agreement
 - Ensure safety and security of project premises as per good industry practice.
 - Cleaning and management of solid waste generated due to operation of project.
 - Deployment of required human and other resources and its management as per the prevailing laws of Central and State Government and provision of License cum Development Agreement

D. Minimum Operation, Maintenance and Management Obligation of Project:

If the Licensee has failed to achieve development milestone for mandatory project facility with in the stipulated time lines as mentioned above including the extension as granted by Chief Executive Officer than following penalties shall be applicable on him on account of delay in completion:

Block of time extension	Period of time	Amount of surcharge as Percentage(%) of the yearly License Fee
First	Twelve months or part thereof	5% (Five)
Second	Twelve months or part thereof after the First extension of time	7% (Seven)
Third	Twelve months or part thereof after the Second extension of time	10% (Ten)

Provided that the extension in time shall be granted for Twelve months or its part at one time and such extension shall be granted maximum for three years or as decided by the Authority.

If the licensee fails to achieve development milestone as mentioned in the tender document and even after the extension period sanctioned by the Authority as mentioned in the above tables or fails to pay the penalty then it shall be consider as Event of Default of Licensee and Authority may terminate the License Agreement.

5. Schedule-F, Part-E- Earnest Money Deposit (EMD)

S.#	EMD Details	
i.	EMD Amount (In the form of Demand Draft)	INR 1,00,000 (Rupees One Lakh Only)
ii.	Validity of NIT	120 Days
iii.	Validity of EMD	Validity of NIT + 30 days

6. Schedule-F, Part-F- Cost of NIT Document

INR 5,900.00 (Five thousand nine hundred only) in the form of Demand Draft issued by scheduled Bank of India in favour of “CEO, Naya Raipur Development Authority”, payable at Raipur.

7. Schedule-F, Part-G- Important NIT Dates:

Date of Pre-Bid Meeting	22 nd December, 2017
Last Date of submission of NIT	16 th January, 2018 before 3:00 PM
Date of opening of Technical Bid i.e. Envelope B	16 th January, 2018 at 3:30 PM
Date of Opening of Financial Proposal	Shall be intimated later to qualified bidders

Cover Letter for Proposal Submission
(To be kept in Envelop B-on Bidders Letter Head)

Dated:

To

The Chief Executive Officer,
Paryavas Bhawan,
North Block, Sector 19
Naya Raipur - 492002

Sub: Notice inviting Tender for Development of Drive-in Theater and other Recreational Activities on License Basis at Sector 24, Naya Raipur.

Dear Sir,

1. With reference to your NIT document dated, I/we, having examined the NIT Documents and understood their contents, hereby submit my/our NIT for the aforesaid Project. The NIT is unconditional and unqualified.
2. All information provided in by **me/us is/are** true and correct. I/We undertake and confirm that, if any information is found to be false / misrepresented comes to the notice of NRDA at any stage, then it may take suitable action against as deemed fit by the NRDA. In such case the EMD or BG, if any shall stand forfeited and I/we, will have no claim whatsoever.
3. I/ We acknowledge the right of the Authority to cancel the NIT process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/ We certify that, I/We have not been barred or blacklisted by any Central and/or State Government in India **nor on defaulter list of any bank registered in India.**
5. I/ We declare that:
 - i. I/We do not have any conflict of interest.
 - ii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any NIT or Tender issued by or any agreement entered into with the NRDA or any other public sector enterprise or any government, Central or State department; and
 - iii. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the NIT document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/ We shall make available to the NRDA any additional information it may find necessary or require to supplement or authenticate the NIT.
7. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that we are not a Member or partner of a/ any other firm submitting a NIT for the Project
9. In the event of my/ our being declared as the Preferred Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided prior to the Proposal Due Date.

- We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
10. The **License Fee** has been quoted by me/us (**Envelope-C**) after taking into consideration all the terms and conditions stated in the NIT and the Draft License Agreement.
 11. I/We agree to keep this offer valid for “**Schedule F, Part-E**” days from the Proposal Due Date specified in the NIT.
 12. I/ We further certify that in regard to matters relating to Proposal and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
 14. The EMD and cost of NIT is attached as per the “**Schedule F, Part-E & Part-F**”.
 15. I/We agree and undertake to abide by all the terms and conditions of the NIT document.
 16. In case my NIT is not accepted then my EMD submitted in the form of DD: - may kindly be sent to my bank directly, details are given below

Name as per Bank record	:
Account No	:
IFCS code	:
Bank Name and address	:

17. For Bidder who have **downloaded the documents directly from website--** I/we am/are enclosing the declaration (Annexure – I) along with NIT cost in the form of DD as “**Schedule F, Part F**”.

I/we submit technical Proposal (Envelope-B) and financial Proposal (Envelope-C) under and in accordance with the terms of the NIT.

Date:

Place:

(Signature of the Autorised Signatory)
Name & Designation

Enclosure: (Envelope-B)

1. EMD in the form of DD
2. Power of attorney of signing of proposal(**Appendix-I**)
3. Cash receipt of NIT sell (in case of Downloaded NIT, NIT cost in form of DD along with **Appendix-II**).
4. All forms asked in the Eligibility Criteria as per “**Schedule-F, Part-B**”; **Form-I, Form-II, Form-III, Form- IV**
5. NIT document duly signed.

IMPORTANT INSTRUCTIONS TO BIDDER WHO HAVE DOWNLOADED THE NIT DOCUMENT FROM WEBSITE

The Bidder who have downloaded the NIT from the web, should read the following important instructions carefully before actually quoting the rates and submitting the NIT documents:-

1. The Bidder should see carefully and ensure that the complete NIT document as per the index given.
2. The printout of NIT document should be taken on A4 paper only and the printer settings etc are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
3. The Bidder should ensure that no page in the downloaded NIT document is missing.
4. The Bidder should ensure that all pages in the downloaded NIT document are legible and clear and are printed on a good quality paper.
5. The Bidder should ensure that every page of the downloaded NIT document is signed by Bidder with stamp (seal).
6. The Bidder should ensure that the downloaded NIT document is properly bound and sealed before submitting the same.
7. The Bidder shall furnish a declaration to this effect that no addition / deletion / corrections have been made in the NIT document submitted and it is identical to the NIT document appearing on Website.
8. The Bidder should read carefully and sign the declaration given on the next page before submitting the NIT.
9. The cost of NIT should be submitted along with the EMD as detailed in NIT.

CEO,NRDA

Appendix-I

Power of Attorney for Signing of Proposal (On Non Judicial Stamp Paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of [_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for "**Development of Drive-in-Theater and other Recreational Activities on License Basis at Sector – 24, in Naya Raipur**", issued by Naya Raipur Development Authority -NRDA (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF , 20**.

For _____

(Signature)

(Name, Title and Address) Witnesses: 1 2.

(Signature)

(Name, Title and Address of the Attorney)

Accepted [Notarised]

Notes:

- *Self-attested copy of Aadhaar card needs to be submitted by all the witnesses and the executor of this power of attorney*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

Appendix-II

DECLARATION FOR DOWNLOADED NIT

(TO BE GIVEN BY THE BIDDER WHO HAVE DOWNLOADED THE NIT DOCUMENT FROM
THE WEBSITE)

It is to certify that:

1. I / We have submitted the NIT in the Performa as downloaded directly from the Website and there is no change in formatting, page numbering etc.
2. I / We have submitted NIT document which are same / identical as available in the website.
3. I / We have not made any modifications / corrections / additions /deletions etc. in the NIT documents downloaded from web by me / us.
4. I / We have checked that no page is missing and all pages as per the index are available & that all pages of NIT document submitted by us are clear and legible.
5. I / We have signed (with stamp) all the pages of the NIT document before submitting the same.
6. I / We have sealed the NIT documents by Wax /Adhesive tape properly before submitting the same.
7. I / We have submitted the cost of NIT along with the EMD and all Credentials.
8. I / We have read carefully and understood the important instructions to all Bidders who have downloaded the NIT from the web.
9. In case at any stage later, it is found that there is difference in my/our downloaded NIT documents from the original, NRDA shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
10. In case at any stage later, it is found that there is difference in my/our downloaded NIT documents from the original, the NIT / work will be cancelled and Earnest Money / Performance guarantee/ Security Deposit will be forfeited at any stage whenever it is so noticed. NRDA will not pay any damages to me / us on this account.

Dated:

Address:

Phone No:

(Bidder)
Sign with seal

**Format of Bank Guarantee for Performance Security
(On requisite Stamp Paper)**

B.G. No.

Dated:

1. In consideration of you, Chief Executive Officer, Naya Raipur Development Authority, having its office at North Black, Paryavas Parisar, Sector-19, Naya Raipur – 492002, Chhattisgarh (hereinafter referred to as the “NRDA”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the NIT of and having its office at _____ and acting on behalf of the Tendered (hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), Allotment of land for development of Drive-in-Theater and other Recreational Activities on License Basis at Sector 24, Naya Raipur (hereinafter referred to as “the Project”) pursuant to the Tender Document no. Dated..... issued in respect of the Project and other related documents (hereinafter collectively referred to as “Tender Documents”), We [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Tenderer, do hereby in terms of the Tenderer Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the NIT Document by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to NRDA an amount of Rs/- (Indian Rupees only) as Performance Security (hereinafter referred to as the “Performance Security”) as our primary obligation without any demur, reservation, recourse, contestor protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.
2. Any such written demand made by NRDA stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of NRDA is disputed by the Tenderer or not merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. (Indian National Rupees only).
4. This Guarantee shall be irrevocable and remain in full force through the License Period viz. 3 years (Three) and 6 months (Six) thereof or for such extended period as may be mutually agreed between NRDA and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till the

subjected work under this Guarantee have been completed (as mentioned in the NIT document)

5. We, the Bank, further agree that NRDA shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of NRDA that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRDA and the Tenderer or Naya Raipur Development Authority – Draft License cum Development Agreement any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
7. In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Bank as the principal debtor. NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to NRDA, and the Bank shall not be released from its liability under these presents by any exercise by NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Tenderer or by any change in the constitution of NRDA or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for NRDA to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NRDA may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRDA in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. The Bank Guarantee number _____, dated shall be operative at Raipur/ Naya Raipur and if invoked, be encashable at (name of bank and its branch in Raipur/ Naya Raipur and branch code). Signed and Delivered by By the hand of Mr./Ms , its and authorized official. (Signature of the Authorized Signatory) (Official Seal)

Signed and Delivered by

By the hand of Mr./Ms , its and authorized official.
(Signature of the Authorized Signatory) (Official Seal)

FORM - I

GENERAL INFORMATION OF THE BIDDER

1. (a) Name:
(b) Country of incorporation/Registration:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation/Registration and/ or commencement of business:
2. Brief description of the entity including details of its main lines of business and proposed role and responsibilities in this Project]:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

Yours faithfully

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder/ Lead Member

FORM – II

TECHNICAL CAPACITY OF THE BIDDER

[Refer to Clauses Schedule-F, Part-B (Technical Capacity)]

Name of the Bidder:

Project Number **	Name of Eligible Sector / Project	Year of Operations for the Project (Start Date – Ongoing)	Supporting Document Submitted
1			
2			
3			
4			

**Refer form-IV giving details of individual projects as per project number. Add more rows if necessary in the above table.

Enclosures –

1. The names and chronology of Eligible Sectors /Project included in Form II should be in-line with the project wise details submitted in Form IV
2. Notarized certificate from the client for preferred completion of the eligible Project (The certificate from the client should clearly set out the name of the project, activities undertaken under the scope of services, and fees per year / value of services per year. Projects without proof of experience shall not be considered for evaluation. In case the eligible project is taken up for private client or own development, same should be certified by the Auditor (Chartered Accountant).
OR
3. Registration certificate or any other certificate for eligible project specifying the project details, issued by any government organisation.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Form III

FINANCIAL CAPACITY OF THE BIDDER
(On Letterhead of the Bidder/Lead Member of the Consortium)

(Refer to Schedule F Part B)

Name of Bidder	Annual Turnover from activities specified in Schedule-F Part B (in Rupees Lakh)			
	FY 2013-14	FY 2014-15	FY 2015-16	Total

Signature _____

Name & Designation of Authorized Person

Company Seal

Company:

Date:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years 2013-14, 2014-15 and 2015-16. The financial statements shall:
 - a) reflect the financial situation of Bidder
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Auditor's Certificate specifying the Average Annual Turnover of the Bidder and from the operation of Eligible Projects as specified in the NIT document.

LIST OF ELIGIBLE PROJECTS
[Refer to Clauses Schedule-F, Part-B (Technical Capacity)]

Name of the Bidder: _____

Project Number:

Parameters	Particulars of the Project
Title of the Project / Sector	
Sector / Project details	
Turnover from activities specified in Schedule F, Part B (A) (in Rs Lakh): i. FY 2013-14 ii. FY 2014-15 iii. FY 2015-16	
Client (Self/client name)	
Location	
Details of eligible project	
Date of Commencement of contract/operation	

Yours faithfully,

Date: _____ (Signature of the Authorized signatory)

Place: _____ (Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Form. The projects cited must comply with the eligibility criteria specified in Schedule F, Part B of the NIT, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Proposal. Bidders should also refer to the Instructions below.
2. For a Bidder, the Project numbers would be 1, 2, 3, 4 etc.
3. A separate sheet should be filled for each project.
4. Bidders are required to produce client certificates, invoices, order letter, completion certificates, Govt. issued certificate etc. to substantiate the experience demonstrated.

Envelope - C

Financial Proposal

Financial Proposal

Notice inviting Tender for allotment of land for Development of Drive-in-Theater and Other Recreational Activities at Sector – 24 in Naya Raipur on license basis for a fixed period of 3 years.

1. I Shri/Smt/Ms _____ S/D/W/o _____ duly authorised by _____ Partnership Firm/ Private / Public Limited Company to submit this NIT, here by submit the financial proposal in the form of the License Fee specified in the table below for Allotment of land for Development of Drive-in-theatre and other recreational activities at Sector 24 in Naya Raipur on License for a period of Three (3) years only.
- 2.

Particulars	Total Land Area (in square meters)	Reserve License Fee (in INR / Sqm / year)	Offered License Fee (in INR/Sqm/ Year)	
			INR In Figure	INR. In Words
License Fee for Development of Drive-in-Theater at Sector 24, Naya Raipur	12140.80	106.00		

3. If this NIT be accepted by authority, I/We hereby agree to abide by and fulfill all terms and provisions of the said condition of the allotment set forth in the NIT document or in default, thereof to forfeit earnest money & pay to the NRDA the sums of money mentioned in the said condition.
4. A separate sealed **Envelope 'B'** duly super scribed containing in the form as **Earnest money** the full value of which is to be absolutely forfeited to the NRDA without prejudice to any other rights or remedies of the NRDA.
5. If I/We fail to deposit License Fee and Performance security within Forty Five (45) days of the of issue of Notice of Award or to execute the License Agreement within the time specified in the NIT document notice, the authority is free to cancel the allotment and forfeit the EMD as per the terms and condition of NIT document.

Signature of the Authorized Signatory

Dated - / /2018

Name:

Designation: