

Request For Proposal (RFP) – Volume I

GOLF COURSE, CLUB HOUSE CUM SPORTS COMPLEX AND RESIDENTIAL VILLAS



SECTOR- 39, NAYA RAIPUR

Press Note

REQUEST FOR PROPOSAL



RFP for Development of Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure in Sector 39, Naya Raipur, Chhattisgarh, India

RFP No.1871/R/82/PRJ/NRDA/2014,

Dated : 05/04/2016

Tenders are invited from eligible bidders for the captioned project the details are below:-

Tender documents including Detailed RFP can be downloaded from the website **www.nayaraipur.gov.in**. **Last Date for Sale of RFP Document 05.05.2016. Last Date of submission is 15.00hrs 06/05/2016.** Amendment/Modification in tender, if any, will be uploaded only on the website.

Naya Raipur Development Authority

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NAYA RAIPUR - MERA RAIPUR

Chief Executive Officer

Important Dates

1.	Issue of Request For Proposal (RFP)	05/04/2016
	Last Date of Sending the queries	20/04/2016
2.	Last Date for Sale of RFP Document	05/05/2016
3.	Last Date for Submission of Bid (Bid Due Date)	06/05/2016 before 15:00 PM
4.	Date of Opening of Technical Proposal	06/05/2016 at 15:30 PM
5.	Date of Opening of Financial Proposal	Shall be intimated later

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or 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 RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Naya Raipur Development Authority (the “Authority”) to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP (the “Bid” or “Proposal”). This RFP 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 RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP, 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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.

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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

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 RFP.

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 RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful 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.

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.

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VOLUME – I

INFORMATION TO BIDDER

NAYA RAIPUR DEVELOPMENT AUTHORITY

1. INTRODUCTION

1.1. BACKGROUND

- 1.1.1. Naya Raipur is being developed as a Greenfield city in close proximity to Raipur to serve as the administrative capital of the State of Chhattisgarh at an approximate distance of 20 km southeast of Raipur.
- 1.1.2. In accordance with the vision for developing the new city, Naya Raipur Development Authority (NRDA) (the “**Authority**”) proposes to develop an International standard 18 hole Championship Golf Course as per United States Golf Association (USGA) guidelines, Club House cum Sports Complex and Residential Villas along with allied Infrastructure in Sector 39, Naya Raipur, Chhattisgarh, India.
- 1.1.3. Not Used
- 1.1.4. The total land area available for the development of Project is 183.48 Acres.
- 1.1.5. The details of the Project site, Development norms, Minimum development obligation and Implementation plan of the Project have been laid down in Schedule 1 of this RFP as per following order:
1. Schedule 1 A - Location Map of Project
 2. Schedule 1 B - Site Map of Project
 3. Schedule 1 C - Minimum Development Obligation
 4. Schedule 1 D - Development Norms
 5. Schedule 1 E - Project Implementation Schedule
- 1.1.6. The Successful Bidder, shall be responsible for planning, designing, engineering, financing, procurement, construction, branding, marketing, operation and maintenance of the Project under and in accordance with the provisions of this agreement (the “**Lease cum Development Agreement**”) to be entered into between the Successful Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.7. The scope of work will broadly include Design, Finance & Construction of Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure in accordance with the Project Completion Schedule set out in Draft Lease cum Development Agreement and the operation and maintenance thereof during the Lease Period of 30 years with the right of renewal of lease shall be for each term of Thirty years, for two such terms subject to an increase of maximum Hundred percent of the annual lease rent prevailing at that time for each renewal, as decided by the Authority and as specified in the draft Lease cum Development Agreement.
- 1.1.8. Not Used
- 1.1.9. The draft Lease cum Development Agreement sets forth the detailed terms and conditions for grant of the Lease to the Lessee, including the scope of the Lessee’s services and obligations (the “**Lease**”).
- 1.1.10. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Lessee set forth in the draft Lease cum Development Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the Scope of work, the Lease to be awarded pursuant to this RFP or the terms thereof or modify the RFP and draft Lease cum Development Agreement prior to Bid Due Date. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.11. The Authority shall receive Bids pursuant to the RFP in accordance with the terms set forth in the RFP and other documents provided by the Authority pursuant to RFP (collectively the “**Bidding Documents**”), as modified, altered, amended and clarified from time to time by the Authority by posting the same in its website, and all Bids shall be prepared and submitted in accordance with such terms.

- 1.1.12. RFP **document** can be obtained during *working* Hours on all working days on payment of a fee of Rs. 15,000/- (Rupees fifteen thousand only) in the form of a demand draft drawn on any Scheduled nationalized bank in India in favor of CEO **Naya Raipur Development Authority** and payable at **Raipur**. The document can also be downloaded from the Official Website of the Authority i.e. www.nayaraipur.gov.in . In case of a downloaded Bidding document the Bidders shall submit the demand draft of Rs. 15,000/- along with its Proposal.

1.2. BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.2.1. The Authority has adopted single stage two-step process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. All Bidders shall submit their Technical Proposal and Financial Proposal against this RFP in a single stage ("the **Bidder**"). The first step of the process involves qualification on the basis of the Technical Proposal submitted by the Bidders in accordance with the provisions of RFP. At the end of the first step, the Authority shall shortlist qualified Bidders. In the second step of the process, Financial Proposal of only these shortlisted qualified Bidders shall be opened and evaluated for identification of the Successful Bidder.
- 1.2.2. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").
- 1.2.3. The Bidding Documents include the draft Lease cum Development Agreement for the Project. The aforesaid documents and any addenda issued subsequent to this RFP Document, or modified RFP documents but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4. A Bidder is required to deposit, along with its Bid, a **Bid Security equivalent to Rs. 1.48 Crores (Rs. one crore forty eight lakhs only)** refundable. The Bidders shall provide Bid Security in the form of a demand draft in favour of Chief Executive Officer, Naya Raipur Development Authority, on any Nationalised/ Scheduled bank payable at Raipur/Naya Raipur or a bank guarantee (as per **Appendix-III**) acceptable to the Authority, and in such event, the validity period bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days.
- 1.2.5. The highest Bidder shall be the Successful Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in **Clause 3.29** of the RFP, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.2.6. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Lease including implementation of the Project.
- 1.2.7. Bids are invited for the Project on the basis of the highest **Land Premium (the "Land Premium")** to be paid by the Bidder. The Land Premium shall constitute the criteria for evaluation of Bids. Subject to this RFP, the Project will be awarded to the Bidder quoting the highest Land Premium. The Land premium for approx. 125 acres of land earmarked for Golf Course has been fixed at the rate of Rs. 1 per Sq. M. **Bidders are required to quote the Land Premium of above Rs. 623 per square meter (Rupees Six hundred and twenty three only) (the "Reserve Premium") for balance land parcel i.e. approx. 58.48 acres.** Bids with an offer of lower than Reserve Premium shall be treated as non-responsive and will be summarily rejected.
- 1.2.8. Not Used.
- 1.2.9. Further, other details of the process and the terms thereof are spelt out in this RFP.
- 1.2.10. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the **Chief Executive Officer, NRDA**. The envelopes/ communication shall clearly bear the following identification/ title:
"Queries/ Request for Additional Information: RFP for Development of Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure at Naya Raipur (Chhattisgarh)". The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Bid Due Date. The responses will

be posted to all such queries on the Official Website only. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

1.3. SCHEDULE OF BIDDING PROCESS

The Authority shall endeavor to adhere to the following schedule:

1.	Issue of Request For Proposal (RFP)	05/04/2016
	Last Date of Sending the queries	20/04/2016
2.	Last Date for Sale of RFP Document	05/05/2016
3.	Last Date for Submission of Bid (Bid Due Date)	06/05/2016 before 15:00 PM
4.	Date of Opening of Technical Proposal	06/05/2016 at 15:30 PM
5.	Date of Opening of Financial Proposal	Shall be intimated later

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. ELIGIBILITY OF BIDDERS

2.1.1. Bids are invited from single or group of entities; for determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the "**Consortium**"), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. A Bidder may be a natural person, private entity, government-owned entity or any combination of it with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.2 below.
- (b) Where the Bidder is a Consortium, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "**SPV**"), to execute the Lease cum Development Agreement and implement the Project.

2.1.2. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 3 (three);
- (b) Subject to the provisions of clause (a) above, the Proposal should contain the information required for each member of the Consortium.
- (c) Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"). The nomination(s) shall be supported by a Power of Attorney, as per the formats at **Appendix-IV and Appendix-V**, signed by all the other members of the Consortium
- (d) the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as reflected in Joint Bidding Agreement as provided in **Appendix-VI**; and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of qualification and short-listing in response to the Request for Proposal shall hold at least 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost during the Construction Period and five years thereafter
- (e) The Proposal should include a brief description of the roles and responsibilities of individual members.;
- (f) An individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be member of

any other Bidder Consortium applying for qualification;

- (g) Members of the Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (h) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix-VI** (the “**Joint. Bidding Agreement**”), for the purpose of submitting a Bid. The Joint. Bidding Agreement, to be submitted along with the Proposal, shall, *inter alia*:
 - i. Convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the Lease cum Development Agreement and subsequently perform all the obligations of the Lessee in terms of the Lease cum Development Agreement, in case the Project is awarded to the Consortium;
 - ii. Clearly outline the proposed roles and responsibilities, of each member;
 - iii. Commit the minimum equity stake to be held by each member;
 - iv. Commit that the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as reflected in Joint Bidding Agreement as provided in **Appendix-VI**; and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Proposal shall hold at least 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost during the Construction Period and five years thereafter.
 - v. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Lessee in relation to the Project.
- (i) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.1.3. **Technical Qualification:** To be eligible for qualification and short-listing, the Bidders shall have to satisfy the following conditions of eligibility:

- (a) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall have:
 - i. Experience of development and maintenance of at least one 18 hole golf course over the last five years from the Bid Due Date

AND

 - ii. The bidder should have, as developer, developed more than 7.5 lakh sq. ft. built up area in a maximum of 2 of real estate projects on cumulative basis in the last five years prior to the Bid Due Date

In case of Consortium

- i. At least one member of the Consortium should have experience of development and Maintenance of at least one 18 hole golf course over the last five years from the Bid Due Date
- AND**
- ii. At least one member of the Consortium should have, as developer, developed more than 7.5 lakh sq. ft. built up area in a maximum of 2 real estate projects on cumulative basis in the last five years from the Bid Due Date
- (b) **Financial Capacity:**
 - i. **Average Annual Turnover:** Average Annual Turnover of at least Rs. **240 Crore (Two hundred and forty crore only)** for the past 3 financial years (2012-13, 2013-14 and 2014-15) in real estate sector.

OR

 - ii. **Minimum Net Worth:** At least Rs. **60 Crore (Sixty crore only)** at the end of FY 2014-15.

Note:

- i.* For demonstrating the Financial Capacity, the combined strength of all the members of the Consortium shall be considered provided that the Lead Member of the Consortium satisfies at least 50% of the Financial Criteria.
- ii.* In case of a Consortium, the technical capability and financial capability of only those Members shall be considered, who commits to subscribe an Paid up and Subscribed equity share of at least 26% (twenty six per cent) each in the SPV.

2.1.4 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.5. The Bidders shall enclose with its letter comprising the bid, as per the format at **Appendix-I**, complete with its Annexes, the following:

- a) Certificate(s) from Urban Local Body/Municipal Corporation and/or Occupancy Certificate or commencement of operations certificate from any government department/organization stating the project area for projects commissioned during the past 5 (five) years w.r.t. projects specified in Clause 2.1.3 (a) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- b) certificate(s) from its statutory auditors specifying the **Average Annual Turnover in last three years and Net Worth of the Bidder** as at the close of the preceding financial year specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.1.3 (b). For the purposes of this RFP, net worth (the “Net Worth”) shall mean; (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

2.1.6 **Golf Course Architect/Design Partner**

The Successful Bidder is required to appoint a Golf course Architect of international repute and who has successfully executed at least two operational 18 hole Golf Courses over the last 5 years prior to Bid Due Date. The term International repute here means “The consultant appointed by the successful bidder should be a member of any one of these societies viz. The European Institute of Golf Course Architects, American Society of Golf Course Architects, Society of Australian Golf Course Architects”.

With respect to Golf Course Architect/Design Partner following may be noted:

- Within 60 days after execution of Lease cum Development Agreement, the lessee shall enter into a binding agreement with such partner.
- The Applicant should furnish an undertaking that if selected to undertake the Project, it shall appoint Golf Course Architect/Design Partner Within 60 days after execution of Lease cum Development Agreement for entrusting the Design work to an entity having the aforesaid experience, failing which the Lease cum Development Agreement shall be liable to termination

2.2. GENERAL TERMS OF BIDDING

- 2.2.1. A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.2.2. The Bidding Documents include the Request for Proposal (RFP) and the Draft Lease cum Development Agreement for the Project. The aforesaid documents and any addenda issued subsequent to this RFP Document, or modified RFP documents but before the Bid Due Date, will be deemed to form part of the Bidding Documents
- 2.2.3. The Financial Proposal should be furnished in the format at **Appendix-II**, clearly indicating the bid amount in both figures and words, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

3. OTHER CONDITIONS

- 3.1.1 The Bidder shall deposit a Bid Security equivalent to **Rs. 1.48 Crores (Rs. one crore forty eight lakhs only)** refundable in accordance with the provisions of this RFP. The Bidders shall provide Bid Security in the form of a demand draft in favor of Chief Executive Officer, Naya Raipur Development Authority, on any Nationalized/ Scheduled bank payable at Raipur/Naya Raipur or a bank guarantee (as per **Appendix -III**) acceptable to the Authority, and in such event, the validity period bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days.
- 3.1.2. Not used.
- 3.1.3. The Bidder should submit a Power of Attorney as per the format at **Appendix-IV**, authorizing the signatory of the Bidders to commit the Bid.
- 3.1.4. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at **Appendix-V**.
- 3.1.5. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.1.6. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 3.1.7. The Bidding Documents including the RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.
- 3.1.8. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security 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 Bidding Process, if:
- (i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (iv) such Bidder 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 Bid of either or each of the other Bidder; or
- (v) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

- 3.1.9. A Bidder shall be liable for disqualification and forfeiture of Bid 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 Bidding Process or subsequent to the (i) issue of the NOA or (ii) execution of the Lease cum Development Agreement. In the event any such adviser is engaged by the Successful Bidder or Lessee, as the case may be, after issue of the NOA or execution of the Lease cum Development Agreement, then notwithstanding anything to the contrary contained herein or in the NOA or the Lease cum Development Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Land Premium Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the NOA or the Lease cum Development Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder or Lessee for the same.
- 3.1.10. The RFP is not transferable.
- 3.1.11. Any award of Lease pursuant to the RFP shall be subject to the terms of Bidding Documents.
- 3.1.12. Not used
- 3.1.13. Not used
- 3.1.14. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit an Proposal, either individually or as member of a Consortium.
- 3.1.15. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.
- 3.1.16. Not Used.
- 3.1.17. While Qualification is open to persons from any country, the following provisions shall apply:
- (a) Where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
 - (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

3.2. CHANGE IN COMPOSITION OF THE CONSORTIUM

3.2.1. Change in the composition of a Consortium is not allowed after the Proposal Due Date.

3.3. CHANGE IN OWNERSHIP

3.3.1. By submitting the Bid, the {selected bidder/ Consortium Members}, together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as reflected in Joint Bidding Agreement as provided in **Appendix- VI**; and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Proposal shall hold at least 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost during the Construction Period and five years thereafter.

3.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the NOA from the Selected Bidder, as the case may be.

In the event such change in control occurs after signing of the Lease cum Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Lease cum Development Agreement, be deemed to be a breach of the Lease cum Development Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Lessee. In such an event, notwithstanding anything to the contrary contained in the Lease cum Development Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Land Premium Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Lease cum Development Agreement or otherwise.

3.4. COST OF BIDDING

3.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.5. SITE VISIT AND VERIFICATION OF INFORMATION

- 3.5.1. Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 3.5.2. It shall be deemed that by submitting a Bid, the Bidder has:
- Made a complete and careful examination of the Bidding Documents;
 - Received all relevant information requested from the Authority;
 - Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 3.5.1 above;
 - Satisfied itself about all matters, things and information including matters referred to in Clause 3.5.1 herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 3.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Lease cum Development Agreement;
 - Acknowledged that it does not have a Conflict of Interest; and
 - Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.5.3. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.6. RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS

- 3.6.1. Notwithstanding anything contained in the RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 3.6.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- Invite the remaining Bidders to submit Bids in accordance with this RFP; or
- Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 3.6.3. In case it is found during the evaluation or at any time before signing of the Lease cum Development Agreement or after its execution and during the period of subsistence thereof,

including the Lease thereby granted by the Authority, that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the NOA or entering into of the Lease cum Development Agreement, and if the Bidder has already been issued the NOA or has entered into the Lease cum Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Lessee, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Land Premium Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

- 3.6.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

3.7. NOT USED

3.8. CLARIFICATIONS

- 3.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the reasonable period. The responses will be uploaded in the website www.nayaraipur.gov.in only, without identifying the source of queries.
- 3.8.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 3.8.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

3.9. AMENDMENT MODIFICATION OF RFP

- 3.9.1. At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.
- 3.9.2. Any Addendum/Modification thus issued will be uploaded in the website www.nayaraipur.gov.in only and shall not be published in any newspaper/s
- 3.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

3.10. LANGUAGE

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder

with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

3.11. FORMAT AND SIGNING OF BID

- 3.11.1. The Bidder shall provide all the information sought under this RFP. Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 3.11.2. The Bidders shall prepare 1 (one) original set of the Technical Proposal as per clause 3.12.1 and clearly marked as **"ORIGINAL"**. In addition, the Bidders shall submit 1 (one) copy of such Technical Proposal, which shall be marked as **"COPY"**. The Bidders shall also provide 1 (one) soft copies thereof on a Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.
- 3.11.3. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be hard bound.

3.12. SEALING AND MARKING OF BIDS

- 3.12.1. The Technical Proposal shall contain **Envelope 1 & 2** and to be placed in one outer envelope marked as **"Technical Proposal"**. List of documents to be placed in Envelop 1 & 2 are prescribed hereunder –

"Envelope 1: Key Submission"

- a) Document fee of **Rs. 15,000/-** (Fifteen thousand only) in the form of Bank Draft payable to CEO, Naya Raipur Development Authority
- b) Bid Security in the form of Demand Draft or a bank guarantee (**Appendix-III**).
- c) Power of Attorney for signing of Bid in the prescribed format (**Appendix-IV**);
- d) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (**Appendix-V**);
- e) Certified copy of the Joint. Bidding Agreement, in case of a Consortium, substantially in the format (**Appendix-VI**);
- f) Certified copy of Memorandum and Articles of Association, of the Bidder (each member of Consortium) and Notarized copy of Certificate of Incorporation of all Consortium Member
- g) Bidder's duly audited balance sheet and profit and loss account for the preceding three years; (2012-13, 2013-14, 2014-2015;) A copy of complete bid document & addendum if any along with draft Lease cum Development Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.

Proposal should contain information and details about each Member of the Consortium, wherever required as per the RFP.

"Envelope 2: "Qualification Submissions"

- a) Letter comprising the Bid in the prescribed format (**Appendix-I**) along with all Annexures (**Annex I to IV**) and supporting documents.
- b) Soft Copy on a Compact Disc (CD) of all documents as mentioned in Envelope 1 & 2.

- 3.12.2. The Bidder shall submit the Financial Proposal in the format specified at **Appendix-II**, and seal it in an envelope and mark the envelope as **"Envelope 3: Financial Proposal"**.

- 3.12.3. All the envelopes specified above shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

“Bid for Development of Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure at Naya Raipur (Chhattisgarh)”.

It shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should also be indicated on the right hand top corner of each of the envelopes.

- 3.12.4. Each of the envelopes shall be addressed to:

Chief Executive Officer,
Naya Raipur Development Authority
1st Floor Utility Block Capital
Complex Sector-19, Naya Raipur 492002 Chhattisgarh
Email: ceo@nayaraipur.com

- 3.12.5. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

- 3.12.6. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

3.13. BID DUE DATE

- 3.13.1. Bids should be submitted before 1500 hours IST on the Bid Due Date at the address provided herein in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person in charge of the Receipt-Dispatch section of NRDA.

- 3.13.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum only in its website www.nayaraipur.gov.in

3.14. LATE BIDS

- 3.14.1. Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

3.15. Not Used

3.16. MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS

- 3.16.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

- 3.16.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

- 3.16.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.17. REJECTION OF BIDS

- 3.17.1. The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

- 3.17.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without

notice or liability, and to reject any Bid without assigning any reasons.

3.18. VALIDITY OF BIDS

- 3.18.1. The Bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

3.19. CONFIDENTIALITY

- 3.19.1. 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 Bidding 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.

3.20. CORRESPONDENCE WITH THE BIDDER

- 3.20.1. The Authority shall not entertain any correspondence from any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

3.21. BID SECURITY

- 3.21.1. Deleted.
- 3.21.2. Bid Security shall be submitted in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Raipur/Naya Raipur (the “**Demand Draft**”) or a bank guarantee (as per **Appendix-III**) acceptable to the Authority, and in such event, the validity period bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 3.21.3. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 3.21.4. As provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by the Authority.
- 3.21.5. In case the Successful Bidder has submitted the Bid Security in the form of DD, same will be adjusted against the Land Premium during the signing the Lease cum Development Agreement.
- 3.21.6. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority shall be entitled to forfeit and appropriate the Bid Security as compensation / damages to the Authority in any of the events specified herein below.
- 3.21.7. The Bid Security shall be forfeited and appropriated by the Authority as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- If a Bidder submits a non-responsive Bid;
 - If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice,

- undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - d) In the case of Successful Bidder, if it fails within the specified time limit -
 - i. to sign the Lease cum Development Agreement and pay the Land Premium amount and Lease Rental
 - ii. to furnish the irrevocable and unconditional Bank Guarantee for Balance Land Premium (**Land Premium Security**) before signing the Lease cum Development Agreement within the period prescribed therefore in the RFP/Lease cum Development Agreement; or
 - e) In case the Successful Bidder, having signed the Lease cum Development Agreement, commits any breach thereof prior to furnishing Land Premium and Lease Rental.

3.22 OPENING AND EVALUATION OF BIDS

- 3.22.1 The Authority shall open the Technical Proposals at 1530 hours on the Bid Due Date, at the office of NRDA and in the presence of the Bidders who choose to attend.
- 3.22.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 3.16 shall not be opened.
- 3.22.3 The envelopes marked Financial Proposal shall be kept separately for opening at a later date after evaluation of Technical Proposal.
- 3.22.4 The Authority shall open Financial Proposals of only those Bidders who meet the eligibility criteria specified in this RFP at such date and time as intimated by the Authority.
- 3.22.5 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.
- 3.22.6 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.23 EVALUATION OF TECHNICAL PROPOSAL

- 3.23.1. The Bidder's competence and capability shall be evaluated on the basis of by the following parameters:
 - a) Technical Capacity; and
 - b) Financial Capacity

3.24 TESTS OF RESPONSIVENESS

- 3.24.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (a) Technical Proposal is received as specified in Clause 3.12.1
 - (b) It is received by the Bid Due Date including any extension thereof pursuant to Clause 3.13.2;
 - (c) it is signed, sealed, hard bound and marked as stipulated in Clauses 3.11 and 3.12;
 - (d) it is accompanied by the Bid Security as specified in Clause 1.2.4;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 3.12.1 (c & d), as the case may be;
 - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.

3.25. DETAILS OF EXPERIENCE

- 3.25.1. The Bidder should furnish the details of Eligible Experience during the past 5 (five) years w.r.t. projects specified in clause 2.1.3 immediately preceding the Bid Due Date.
- 3.25.2. The Bidders must provide the necessary information relating to Technical Capacity as per format Annex-II of **Appendix-I supported by Annex- IV**.
- 3.25.3 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at **Annex-IV of Appendix-I**.

3.26 FINANCIAL INFORMATION FOR PURPOSES OF EVALUATION

- 3.26.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.
- 3.26.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.26.3. The Bidder must establish the minimum Average Annual Turnover and Net Worth specified in Clause 2.1.3 (b), and provide details as per format at **Annex-III of Appendix-I**.

3.27 TECHNICAL CAPACITY FOR PURPOSES OF EVALUATION

- 3.27.1. The Bidder must establish the Technical Capacity as mentioned in Clause 2.1.3 (a), and provide details as per format at **Annex II & Annex-IV of Appendix-I**.
- 3.27.2. Not Used
- 3.27.3. The Bidder shall quote experience in respect of a particular Eligible Project only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.27.4 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- 3.27.5 Not Used.

3.28. SHORTLISTING OF BIDDERS

- 3.28.1. In the first step of evaluation, Technical Proposals of Bidders adjudged responsive in terms of Clause 3.24 shall be considered for Technical evaluation per Clause 2.1.3 and 3.27 of this RFP. The Bidders qualifying as per the conditions shall be shortlisted as pre-qualified Bidders and shall be considered for the next step of evaluation.
- 3.28.2. In second step of evaluation, Financial Proposals of only those Bidders who have passed the first step shall be opened in presence of the nominees of the Bidders, who choose to attend the same.

3.29. SELECTION OF BIDDER

- 3.29.1 The Bidders whose Financial Proposal is adjudged as responsive & unconditional and who quotes the highest Land Premium (**the "Highest Bidder"**) above the "**Reserve Premium**" as defined in Clause 1.2.7 shall be declared as Successful Bidders. (the "**Successful Bidder**")
- 3.29.2. In the event that two or more Bidders quote the same amount of Land Premium (the "**Tie**")

Bidders"), the Authority shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

- 3.29.3 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, at its discretion, invite all the remaining Bidders to re validate or extend their respective Bid Security, 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 Successful 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 Successful 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 Successful Bidder.
- 3.29.4 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Clause 3.29.3, the Authority may, in its discretion, invite fresh Bids (the **"third round of bidding"**) from all Bidders except 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 Bid Security, 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.
- 3.29.5. After selection, a Notice of Award (the **"NOA"**) shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 14 (fourteen) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgment thereof. In the event the duplicate copy of the NOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the NOA, and the next eligible Bidder may be considered.
- 3.29.6. After acknowledgment of the NOA as aforesaid by the Successful Bidder, it shall execute the Lease cum Development Agreement within 90 days of issue of NOA. The Successful Bidder shall not be entitled to seek any deviation in the Lease cum Development Agreement.
- 3.29.7. The successful bidder shall execute and register the Lease cum Development Agreement within 90 (ninety) days from the issue of the NOA at its own cost, bearing all the expenses on stamp duty, registration charges, cost of map and any other charge which is applicable at the time of the registration. In the event the successful Tenderer fails to deposit the amount or fails to sign and register the agreement within the stipulated period, the Authority may, unless it consents to extension of time for signing the Lease cum Development Agreement, thereof shall have right to forfeit the Bid Security and cancel the allotment.
- 3.29.9. Prior to signing of Lease cum Development Agreement the Applicant shall furnish; (i) 20% of accepted Land Premium, (ii) Land Premium Security and (iii) Lease Rent of 2% of total Land Premium amount and applicable taxes
- 3.29.9 If the Tenderer fails to register the Lease cum Development Agreement within three months from issue of NOA the additional premium of 2% of the land premium shall be levied. The cancellation process may be taken as per "The Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008". In case of cancellation the Bid Security shall be absolutely forfeited and balance amount shall be refunded without any interest.
- 3.29.10. The possession of land on Lease Hold shall be handed over to the developer **within 60 days** of the registering of the Lease cum Development Agreement.

3.30. Payment Schedule

S. No	Payment as % of Land premium	Payment Schedule
1	20% of the accepted Land premium (less the amount of Bid Security)	within 90 (Ninety) days of issue of the NOA
2	20% of the accepted Land premium + 12% simple interest on 80% of the Land Premium	Before 30 days prior to completion of Second Anniversary of the NOA
3	20% of the accepted Land premium + 12% simple interest on 60% of the Land Premium	Before 30 days prior to completion of Third Anniversary of the NOA
4	20% (Twenty percent) of Land premium + 12% simple interest on 40% of the Premium	Before 30 days prior to completion of Fourth Anniversary of the NOA
5	20% (Twenty percent) of Land premium + 12% simple interest on 20% of the Premium	Before 60 days prior to completion of Fifth Anniversary of the NOA

The Lessee shall submit Land Premium Security of Balance Land Premium at the signing of Lease cum Development Agreement

3.31. Lease Period and Lease Rent

3.31.1 Land shall be transferred on lease basis for a period of 30 years with the right of renewal of lease shall be for each term of Thirty years, for two such terms subject to an increase of maximum Hundred percent of the annual lease rent prevailing at that time for each renewal, as decided by the Authority.

3.31.2 The Lessee shall also, effective from the date of signing of Lease cum Development Agreement and during the term of the Lease Period, pay Lease Rent to the Lessor/NRDA/Authority at the rate of 2% (Two Percent) of the Total Land Premium per annum and applicable taxes in advance before 1st day of April of every year during the Lease Period, by way of a Demand draft or pay order in favor of the Lessor on a nationalized/scheduled bank having a branch at Raipur. Provided that, on and with effect from the thirty-first Year of the Lease cum Development Agreement, the Lease Rent payable per annum shall stand increased maximum by 100% (Hundred Percent) of the lease rent prevalent in the thirtieth year, as decided by the NRDA and similarly on and with effect from the sixty-first Year of this Lease cum Development Agreement, the Lease Rent payable per annum shall stand increased maximum by 100% (Hundred Percent) of the lease rent prevalent in the sixtieth year, as decided by the NRDA under the provisions of Chhattisgarh Vishesh Khsetra (Achal Sampatti ka Vyayan) Niyam.

3.32. Mortgage

3.32.1. The Developer shall be entitled to mortgage the Land as per applicable laws of Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan Niyam), 2008 with any scheduled Bank or financial institution with prior approval of Authority and subject to the conditions that the first charge shall always be with Authority.

3.33. Surcharges

3.33.1. Delay in Commencement of Project:

The lessee shall commence and complete the development and or construction works for which the land has been granted, by obtaining development and/ or building permission as the case may be, **within the time of Six months from the date of execution of the Lease cum Development Agreement**

Where the lessee does not obtain the permission of development and/or building construction as the case may be within the time specified by the Authority, the extension in time to commence and complete the development and/or construction may be granted by the Chief Executive Officer, NRDA, on payment of surcharge by the lessee at the following rates:

Block of time	Period of Extension	Amount of surcharge as Percent of the Land Premium
First	Twelve months or part thereof	Twenty
Second	Twelve months or part thereof after the First extension of time	Twenty five
Third	Twelve months or part thereof after the Second extension of time	Thirty
Fourth	Twelve months or part thereof after the Third extension of time	Thirty Five
Fifth	Twelve months or part thereof after the Fourth extension of time	Forty

Provided that the extension in time shall be granted for Twelve months or its part only at one time and such extension shall be granted maximum for five years.

3.33.2. Delay in Payment of Land Premium/Lease Rental:

Where the lessee does not pay any part of the premium or ground or lease rent or fees or service charges or any other charge and the amount remains as balance, the Authority shall have power to recover penal surcharge for delayed period and to recover the balance as arrears of land revenue

3.33.3. Delay in Completion of Development Milestones:

Where the development and construction, as the case may be is commenced by the Lessee as per terms of the Agreement after obtaining development and/or building construction permission but fails to achieve the development milestones in stipulated time as per **Schedule 1(E)**, the extension in time shall be provided in prorated (Phase wise) manner for the completion of the work and extension may be granted by the chief executive officer on payment of following prorated surcharge by the Lessee:

Timeline	Phase	Project Milestone	Extension (6 months each)	Amount of surcharge as percent of the land premium
3 Years from Signing of Lease cum Development Agreement	Phase 1	1.Constructed 9 hole golf course along with allied Infrastructure as per Schedule 1(E) and; 2.Constructed minimum 15,000 Sq. ft. built-up area for the development of Club House Cum Sports Complex and with allied Infrastructure as per Schedule 1(E) and; 3.Constructed Golf Academy up to 50% of the Capacity	Extension 1	2.50
			Extension 2	3.50
			Extension 3	5.00

Timeline	Phase	Project Milestone	Extension (6 months each)	Amount of surcharge as percent of the land premium
5 Years from Signing of Lease cum Development Agreement	Phase 2	1.Constructed 18 hole golf course along with allied Infrastructure as per Schedule 1(E) and; 2.Constructed minimum 30,000 Sq. ft. built-up area for the development of Club House Cum Sports Complex and with allied Infrastructure as per Schedule 1(E) and; 3.Constructed Golf Academy up to 100% of the Capacity and; 4.Complete the project as per Schedule 1 (E) and obtain completion certificate from the Authority	Extension 1	2.50
			Extension 2	3.50
			Extension 3	5.00

- Provided that the extension for any Phase in time shall be granted maximum for 18 months
- The developer shall be allowed to extend the timeline for any Phase on the payment of above mentioned surcharges
- The surcharges applicable for extension of timeline for commencement of the project, for achieving the Development Milestones and delay in payment of Land Premium/Lease Rental shall be paid by the lessee in the form of Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, payable at Raipur/Naya Raipur.**

3.34. CONTACTS DURING BID EVALUATION

- 3.34.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the NOA and during the subsistence of the Lease cum Development Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Lease cum Development Agreement, the Authority shall reject a Bid, withdraw the NOA, or terminate the Lease cum Development Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Land Premium Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the NOA or the Lease cum

Development Agreement, if a Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Lease cum Development Agreement, such Bidder or Lessee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- 4.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the NOA or has dealt with matters concerning the Lease cum Development Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the NOA or after the execution of the Lease cum Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the NOA or the Lease cum Development Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b) **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
 - c) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d) **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Deleted

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the

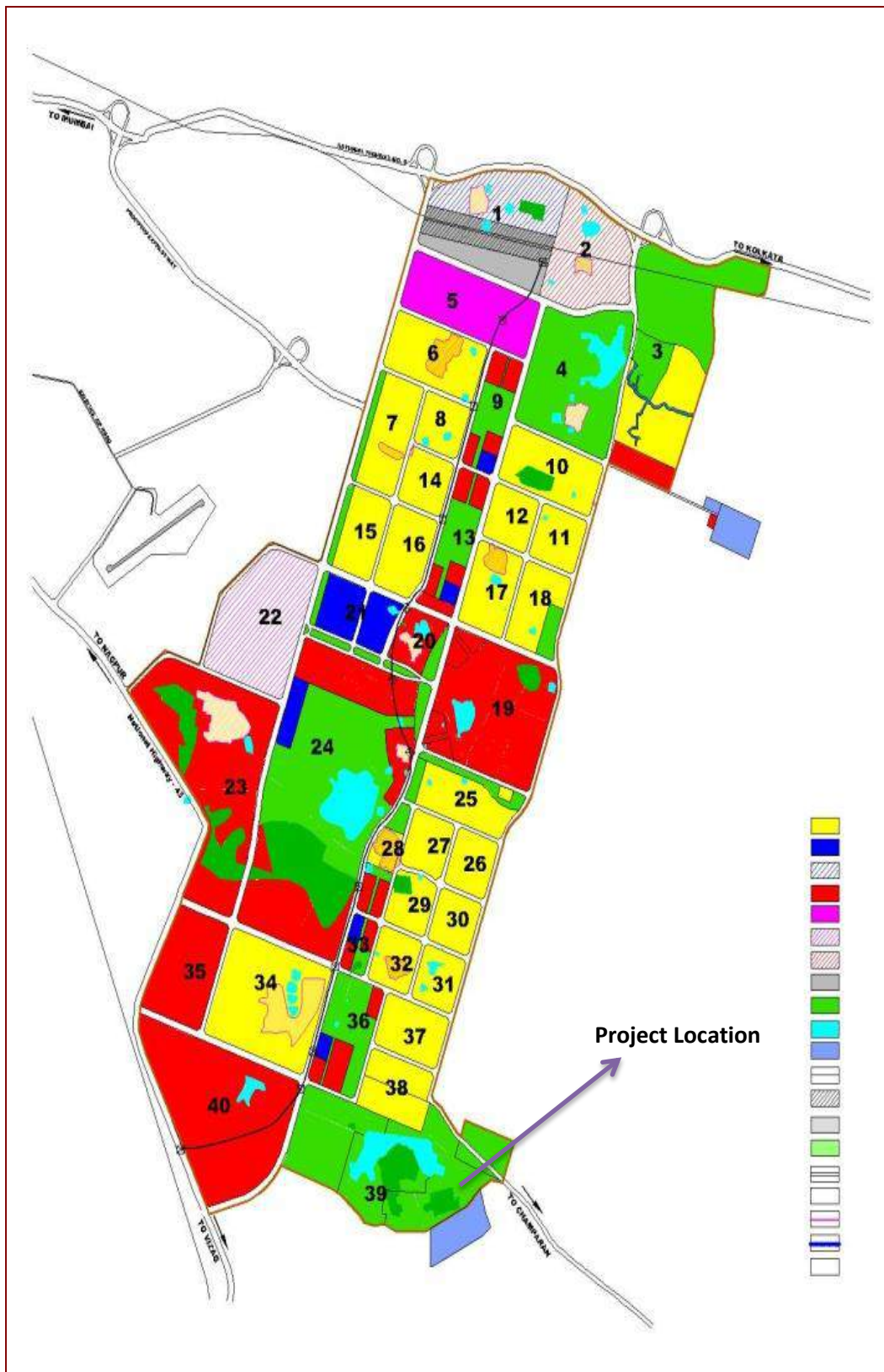
right, at any time, to;

- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) Consult with any Bidder in order to receive clarification or further information;
- (c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations here under, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

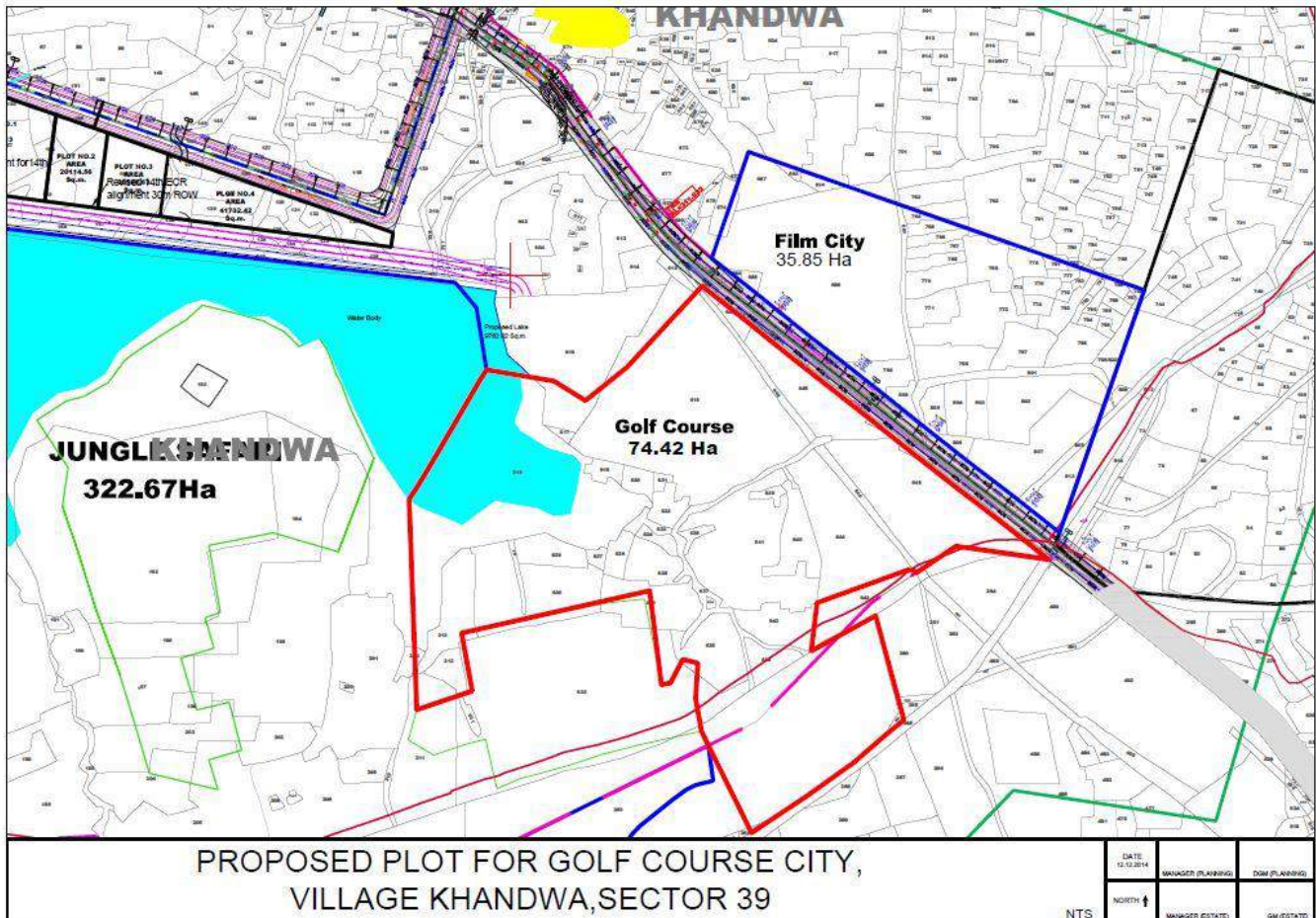
SCHEDULE – I (A)

LOCATION MAP OF THE Project



SCHEDULE - I (B)

SITE MAP OF THE PROJECT



SCHEDULE - I (C)

PROJECT COMPONENTS – MINIMUM DEVELOPMENT OBLIGATIONS

A) MANDATORY DEVELOPMENT OBLIGATION

1) GOLF COURSE (125 ACRES)

- 18 hole international standard Championship Golf Course not less than 125 acres with following design parameters:
- The length of golf course over 18 hole should be 7,000 yards or more.
- Each Greens should be 500-800 sq. m.
- The fairway width should be at least 25 – 35 yards.
- Driving Range for learners, dedicated practice area for warm up
- The slope of land to be as per the playing guidelines and water flow consideration.
- For other design factors United States Golf Association (USGA) guidelines should be followed.
- Common Social and Physical Infrastructure including site development.

2) GOLF ACADEMY FACILITY SHOULD BE EQUIPPED TO TEACH GOLF

3) CLUB HOUSE Cum SPORTS COMPLEX: (Including but not Limited to)

- Restaurant
- Pro shop
- Lockers
- Office
- Snack bar
- Garage and workshop for Golf vehicles
- Fitness – Gymnasium, Aerobics, Spa & Saloon, Dance Rooms, Yoga Rooms
- Lounges & Recreational spaces – Indoor, Outdoor, TV room, Cards room, Terraces
- Lobbies & ancillary spaces , Library / reading room
- Indoor & Outdoor Sports Area
- Table Tennis (min. 5 tables)
- Badminton (min. 2 nos.)
- Squash Courts (min. 1 nos.)
- Tennis Courts (min. 2 nos.)
- In addition to above, the developer can also setup Suite Rooms and facilities for Billiards, Swimming and any other facility required for running the Golf Course as may be approved by the Authority.

4) INFRASTRUCTURE

- Common Physical Infrastructure and Social infrastructure including roads, water supply, sewerage, drainage, electricity and telecommunications with all arrangements. All effluent should be disposed-off within site and the existing water body should not be contaminated in any way.
- Common Utilities
- Landscaping and greenery
- Construction of Intra sector roads with 24m RoW
- Complete Infrastructure works
- Drainage system
- Automated water sprinklers
- Solid waste need to be disposed at site only

B) OTHER DEVELOPMENT (INCENTIVE)

1) RESIDENTIAL DEVELOPMENT

- Residential area cannot be more than 15% of total available plot area., i.e. 183.48 acre therefore area available for Residential purpose is 27.52 acres or as per development control norms of Naya Raipur
- The Developer will have right to dispose the said as per NRDA guidelines/ Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan Niyam), 2008
- Low-rise built-up units / Developed Plots - To be sold by the Developer

SCHEDULE - I (D)

DEVELOPMENT CONTROL NORMS MATRIX

Breakup of area allotted and Development Control Norms for various facilities in the Project is provided as below:

Sl	Project Component	FAR	Ground Coverage	Height (mt)
1	Golf Course	0	0	0
2	Golf Academy and Admin Office and Club cum Sports Complex	0.1	15%	11
3	Residential	0.5	30%	11
4	Commercial	0.5	30%	11

Project Components	Area(acres)	Percentage of Total Area	Maximum Permissible Built-up Area (Lakh sq. ft.)
Net Residential Area	27.52	15.00%	
Road (approx.)	6.00	3.27%	
Open Space	3.70	2.02%	
Total Residential Area*	37.22	20.29%	5.99
Net Commercial Area	1.83	1.00%	
Road (approx.)	0.50	0.27%	
Open Space	0.30	0.16%	
Total Commercial Area**	2.63	1.43%	0.40
Golf Course	125.00	68.13%	0.00
Golf Academy and Admin office	18.63	10.15%	0.81
Club House Cum Sports Complex			
Total Area	183.48	100.00%	

The above Total Area is tentative and can be increased or decreased up to 5% at the time of handing over of possession.

* Out of total Residential Area; the maximum net residential area available is 27.52 acres and minimum area for open spaces is 3.7 acres.

** Out of total Commercial Area; the maximum net commercial area available is 1.83 acres and minimum area for open spaces is 0.3 acres. The activities permissible under commercial Area shall be as per Naya Raipur Development Plan.

The residential and commercial area need to carve out at one location so that the Golf course, Golf Academy and Club House Cum Sports Complex should be independent.

SCHEDULE - I (E)

PROJECT IMPLEMENTATION SCHEDULE

The Lessee shall complete the Project within 5 years form the signing of Lease cum Development Agreement (the “**Development Period**”), abide by the following intermediate milestones as per the schedule given below:

ACTIVITY	Y1	Y2	Y3	Y4	Y5
1 (a). 9 Hole golf course along with allied Infrastructure as per Schedule 1(C)			100%		
1 (b). 18 hole golf course along with allied Infrastructure as per Schedule 1(C)					100%
2. Club House Cum Sports Complex and along with allied Infrastructure as per Schedule 1(C)			Minimum 15,000 Sq. ft. Built-up		Minimum 30,000 Sq. ft. Built-up
3. Golf Academy			50% Capacity		100% Capacity
4. Commercial Development along with allied Infrastructure as per Schedule 1(C)	At the discretion of the Lessee which can extend beyond the development milestone but within the Lease Period and as per the development control norms.				
5. Residential Villas and allotment of plots and development of allied Infrastructure	At the discretion of the Lessee which can extend beyond the development milestone but within the Lease Period and as per the development control norms. The Lessee can market, book, issue allotment letters and give the possession of up to 25% of net residential area (plot or built up area) along with the development of 9 hole golf course. The Lessee can market, book, issue allotment letters and give the possession of additional 15% of net residential area (plot or built up area) after the completion of balance 9 hole golf course. The balance 60% net residential area (plot or built up area) shall be allowed to market, book, issue allotment letters and give the possession only after obtaining Completion Certificate for International standard (as per USGA guidelines) 18 hole Championship Golf Course from the Authority.				

- a) The Selected Bidder shall plan the development as per maximum built up area available for all the activities mentioned in Schedule – 1(D) and Schedule – 1(E) and shall take approval of the complete Layout Plan, Design and Development Plan from the Authority prior to the commencement of construction of the Project.
- b) The 1825th (One thousand eighteen hundred and twenty fifth) day (60 months) from the signing of Lease cum Development Agreement Date shall be the Scheduled Date of completion for the Project (the “Scheduled Completion Date”) and the Lessee agrees and undertakes that construction of the Project Facility shall be completed on or before the Scheduled Completion Date

APPENDIX - I

**LETTER COMPRISING THE BID
(On the Letterhead) of Applicant/Lead Members**

(Refer Clause 3.12.1)

Dated:

To,

Chief Executive Officer,
Naya Raipur Development authority
1st Floor Utility Block Capital
Complex Sector-19, Naya Raipur 492002
Chhattisgarh

Sub: Proposal for Project - Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure at Naya Raipur (Chhattisgarh)

Dear Sir,

1. With reference to the RFP document dated .././2016., I/we, having examined the RFP document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal of the Bidders, and we certify that all information provided in the Proposal is true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal statement.
5. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority 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.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 3.1.8 and 3.1.9 of the RFP document; and
 - (c) 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, as defined in Clause `4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the

provisions of Clause 4 of the RFP 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.

8. I/ We understand that Authority may cancel the Bidding Process at any time and that Authority is neither bound to accept any Proposal that it may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.6 of the RFP document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Average Annual Turnover or Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/ employees.
- 14 Not Used
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Authority of the same immediately.
16. The power of attorney for signing of proposal and the power of attorney for Lead Member of consortium, as per format provided at **Appendix IV and V** respectively of the RFP, are enclosed.
17. Not Used
18. I/ We hereby confirm that we are in compliance of/ the requirements specified in Clause 2.1.3.
19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Lease cum Development Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. The Land Premium (for the land other than earmarked for Golf Course) has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Lease cum Development Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
22. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date

specified in the RFP.

23. I/ We offer a Bid Security of Rs..... (Rupees only) to the Authority in accordance with the RFP Document.
24. The Bid Security in the form of a Demand Draft is attached or a bank guarantee (**Appendix -III**).
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. I/ We certify that in terms of the RFP, my/our Net worth is Rs. (Rs. in words) and Average Annual Turnover is Rs.....(Rs in words).
27. We are submitting the bid as a Single Entity/ Consortium , wherein our consortium consist of two members and their proposed Role and shareholding is as follows3:

Sr. No.	Name of Member	Role Lead member/ Associate member	Proposed Shareholding
1			
2			
3			
	Total		100%

28. We agree and undertake to be jointly and severally liable for all the obligations of the Lessee as per the terms of Lease cum Development Agreement.

In witness thereof, I/ we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully

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

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

APPENDIX - I

**ANNEX - I
DETAILS OF BIDDER**

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation 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:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint. Bidding Agreement, as envisaged in Clause 2.1.2(h) should be attached to the Proposal.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium {Refer Clauses 2.1.2(a), (c) & (h)}
1.			
2.			

* The role of each Member as mentioned in Joint Bidding Agreement .

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Proposal.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Yours faithfully

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

Place: Name and seal of the Bidder/ Lead Member

APPENDIX I

ANNEX-II

TECHNICAL CAPACITY OF THE BIDDER

(Refer to Clauses 2.1.3 a, 3.27 of the RFP)

Member Name & Role:

(Lead Member or Consortium Member)

Project Name & Location	Criteria (i or ii)	Project Cost in Rs Cr.	Built-up Area in Sq.ft (in case of Real Estate Project)	Number of Holes(In case of Golf-Course Project)	Date of Completion of the Project	Proof of Project Completion enclosed (Yes/No)

The names and chronology of Eligible Projects included here should conform to the project - wise details submitted in Annex IV of Appendix - I.

Provide details of eligible projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.4 and/ or by a project company eligible under Clause 3.27.

@ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60(sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

**APPENDIX I
ANNEX-III**

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

(Refer to Clauses 2.1.3(b) and 3.26 of the RFP)

(In Rs. Crore)

TURNOVER:

Year	Turnover (In Rs Crore) [§]			
	Member 1	Member 2	Member 3	Combined
2012-13				
2013-14				
2014-15				
Average Annual Turnover for the past 3 Years				

NET-WORTH:

Year	Net worth (In Rs Crore) [§]			
	Member 1	Member 2	Member 3	Combined
2014-15				

Signature _____

Name & Designation of Authorized Person

Company Seal

Company:

Date:

\$ A Bidder consisting of a single entity should ignore member column and instead modify it as single entity and fill in details accordingly.

€ The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.4.

@ For conversion of other currencies into rupees, see note below **Annex-II of Appendix-I.**

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years 2012-13, 2013-14 and 2014-15. The financial statements shall:
 - a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - 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. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.1.2 (h) of the RFP document.
4. **Each member** of Bidder shall provide an Auditor's Certificate as below specifying the Average Annual Turnover and Net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.

**FINANCIAL CAPACITY OF THE BIDDER
(On Letterhead of the Auditor)**

Bidder Name	Net Worth (2014-15)	Annual Turnover			
	2014-15	2012-13	2013-14	2014-15	Average Annual Turnover
TOTAL					

Certificate from the Statutory Auditors

This is to certify that the above information has been examined by us on the basis of relevant documents & other Financial information presented before us by **(Bidder Name)** and the information stated above is true & correct, wherein Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) **less** (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

(Signature, Address, Seal & Membership No. of Chartered Accountant)

Name and designation of the Authorised Signatory

Date:

Signature:

APPENDIX I

ANNEX-IV

DETAILS OF ELIGIBLE PROJECTS

(Refer to Clauses 2.1.3 a, 3.27 of the RFP)

Project No. : (As per Sr. No. of Appendix-I, Annex II)

Member Name:

ITEM	PARTICULARS OF THE PROJECT
Project Title	
Project Category (Golf Course/ Real Estate Operation)	
Description of Project	
Client Name & address for which the project was developed/ Operated	
Authorised Person of Client & Contact Details	
Project Area (In acres)	
Project cost (In Crores)	
Date of commencement of project/ contract	
Date of completion/ commissioning Contract	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.1.3 and 3.27 of the RFP, 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. A separate sheet should be filled for each Eligible Project.
3. All the Eligible Projects shall be supported by **Completion Certificate** along with contract documents clearly specifying the details mentioned in the eligibility criteria as set forth in clause 2.1.3 (a).
4. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
5. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.1.4, the Bidder should also provide a certificate in the format below:

**CERTIFICATE FROM STATUTORY AUDITOR/ COMPANY SECRETARY
REGARDING ASSOCIATE \$
(On Letterhead of Auditors)**

Based on the authenticated record of the Company, this is to certify that more than 50% (**fifty per cent**) of the 'subscribed and paid up voting equity of (name of the Associate) is held, directly or indirectly£ by (name of Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.1.4 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member in the Associate}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of Date: the Authorised signatory).

\$ In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

£ In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

6. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project for considering technical capacity.

APPENDIX – II

FINANCIAL PROPOSAL

(On Lead Member Letterhead)
(Refer Clauses 2.2.3 and 3.29.1)

Dated: _____

To,

Chief Executive Officer,
Naya Raipur Development authority
1st Floor Utility Block Capital
Complex Sector-19, Naya Raipur 492002
Chhattisgarh

Sub: Bid for Development of Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure at Naya Raipur (Chhattisgarh)

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. We acknowledge and undertakes together with {our} Associates/consortium members, will hold not less than 51% (fifty-one percent) of SPV's issued and paid up Equity as reflected in Joint Bidding Agreement as provided in Appendix-VI; and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of qualification and short-listing in response to the Request for Proposal shall hold at least 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost during the Construction Period and five years thereafter.
4. I/We acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity is being taken into consideration for the purposes of evaluation of eligibility conditions under and in accordance with the RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the NOA from the Successful Bidder, as the case may be. In case of breach of clause 3.3.1 & 3.3.2 of the RFP, the Lease cum Development Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Lessee
5. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into a Lease cum Development Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Lease cum Development Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Lease.

7. The Land Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Lease cum Development Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.
8. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Lease is not awarded to me/us or our Bid is not opened.
9. I/We hereby submit our Bid and offer Land Premium (for the land other than earmarked for Golf Course) in the form of **Rs ____ (in words) per Square Meter** to the Authority for undertaking the aforesaid Project in accordance with the Bidding Documents and the Lease cum Development Agreement.
11. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
12. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
13. I/We agree and understand that a bid amount of less than **Rs. 623 per square meter** for Land Premium shall be considered as non-responsive and shall not be considered for evaluation

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully, Date:
(Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Firm

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

APPENDIX – III

BANK GUARANTEE FOR BID SECURITY

(Refer Clauses 1.2.4)

B.G. No.

Dated:

1. In consideration of you, CEO, Naya Raipur Development Authority, having its office at *****, (hereinafter referred to as the “ Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at _ [and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the **Project – Development of Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure at Naya Raipur, Chhattisgarh** (hereinafter referred to as “the **Project**”) pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “**Bidding Documents**”), we [Name of the Bank] having our registered office at _____ and one of its branches at _Raipur, Chhattisgarh _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 3.1.1 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) at the branch in _____, Raipur, Chhattisgarh, as bid security (hereinafter referred to as the “**Bid Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding 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 Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding 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 Rs. ***** (Rupees ***** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or 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 Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority 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 Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Notice of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person 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 who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. This Bank Guaranty no. _____, dated _____ shall be operative at Raipur / Naya Raipur and if invoked, be encashable at the _____ [name of the bank and its

branch at Raipur/ Naya Raipur], branch code no.: ____

Signed and Delivered by _ ____ Bank

By the hand of Mr./Ms ____ ____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX – IV

POWER OF ATTORNEY FOR SIGNING OF BID

(Refer Clause 3.1.3)

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/ the Lead Member of our Consortium 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 bid for the **Project – Development of Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure at Naya Raipur, Chhattisgarh** proposed or being developed by the Naya Raipur Development Authority (the "Authority") including but not limited to signing and submission of all proposals, bids and other documents and writings, participate in bidders' 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 Lease cum Development Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Lease cum Development 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.

Accepted

[Notarised] (Signature)

(Name, Title and Address of the Attorney)

Notes:

- 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 executant(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 Board resolution/Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

APPENDIX – IV

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(Refer Clause 3.1.4)

Whereas the Naya Raipur Development Authority (“the Authority”) has invited bids from eligible parties for the Project – **Development of Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure at Naya Raipur, Chhattisgarh (“the Project”)**.

Whereas, _____, _____ and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Lease/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Lease cum Development Agreement is entered into with the Authority.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF _____ 20.**

For _____

(Name & Title)

For _____

(Name & Title)

For _____

(Name & Title)

Witness:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Accepted

Notes:

- 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 executant(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 Board resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

APPENDIX VI

JOINT BIDDING AGREEMENT

(Refer Clause 2.1.2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013, Partnership Act, 1932} and having its registered office at (Hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013, Partnership Act, 1932} and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. {..... Limited, a company incorporated under the Companies Act, 1956/2013, Partnership Act, 1932} and having its registered office at (Hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND PART and THIRD PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- (A) NAYA RAIPUR DEVELOPMENT AUTHORITY, a statutory authority constituted by Government of Chhattisgarh under Chhattisgarh Nagar Tatha Gram Nivesh Adhinyam 1973, represented by its Chief Executive Officer and having its office at Naya Raipur Development authority, 1st Floor Utility Block Capital Complex Sector-19, Naya Raipur 492002 Chhattisgarh (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the "**Proposals**") by its Request for Proposal No. dated(the "**RFP**") for qualification and short-listing of bidders for **Development of Golf Course, Club House cum Sports Complex and Residential Villas along with allied Infrastructure at Naya Raipur, Chhattisgarh** (the "**Project**").
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 2013 for entering into a Lease cum Development Agreement with the Authority and for performing all its obligations as the Lessee in terms of the Lease cum Development Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and till the expiry of the Lease period ; The role and responsibilities of Lead Member shall be.....
- (b) Party of the Second Part shall be the other member of the consortium and its role and responsibility shall be.....
- (c) Party of the Third Part shall be the other member of the consortium and its role and responsibility shall be.....

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Lease cum Development Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Lease cum Development Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

Sl. No.	Name of Consortium Member	Member Role (Lead or Associate)	Shareholding Pattern (in %)
1			
2			
3			

6.2 The Parties undertakes that together we will hold not less than 51% (fifty-one percent) of SPV’s issued and paid up Equity as reflected in this Joint Bidding Agreement and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of qualification and short-listing in response to the Request for Proposal shall hold at least 26% (twenty six per

cent) of the subscribed and paid-up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost during the Construction Period and five years thereafter.

- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Lease cum Development Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Lease cum Development Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
and on behalf of
LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED For
SECOND PART

(Signature)
(Name) (Designation)
(Address)

(Signature) (Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

- The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



Naya Raipur Development Authority

Utility Block, Capitol Complex, Sector – 19, Naya Raipur, 492 002, Chhattisgarh
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