

TENDER NO. 9888/R-21/PRJ/NRDA/2017

Notice Inviting Tenders

Allotment of Plot for Hospital



Sector 33, Naya Raipur

Notice Inviting Tenders- Allotment of Plot for Hospital

Notice Inviting Tenders

NOTICE INVITING TENDERS		
Allotment of Plot for Hospital		
SECTOR 33, NAYA RAIPUR		
Tender No.9888/R-21/PRJ/NRDA/2017, Naya Raipur		Date: 11/12/2017
NRDA invites tender from qualified and experienced firms, who fulfill the Pre-Qualification criteria, for the allotment of plot for Hospital.		
Area of Plot	4046 Sq.m	
Upset price	1601 per sq.m.	
EMD	6.75 Lacs	
Pre-Bid Meeting	21/12/2017 at 12:00 P.M.	
Last Date of Submission of Tender	11/01/2018 Up to 3:00 P.M.	
Date of Opening of Technical Bid	11/01/2018 at 3:30 P.M.	
The Pre-qualification criteria and other details could be seen in the RFP Document. The RFP documents can be downloaded from www.nayaraipur.gov.in . Modification/Amendment if any, shall be published in the website only.		
Naya Raipur Development Authority		
Paryawas Bhavan, North Block, Sector – 19, Naya Raipur, 492 002, Chhattisgarh T: +91.771.251.2500		
NAYA RAIPUR - MERA RAIPUR		Chief Executive Officer

Important Date

1.	Pre-Bid Meeting	21-12-2017 at 12:00 Pm
2.	Venue for Pre-bid Meeting	NRDA ,Paryawas Bhawan, North Block, Sector 19, Naya Raipur
3.	Last Date of Submission of Tender	11/01/2018 Up to 3:00 P.M
4.	Date of Opening of Technical Bid i.e Envelop B	11/01/2018 at 3:30 P.M

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<h3 style="margin: 0;">ABOUT NAYA RAIPUR</h3>	<p>Government of Chhattisgarh (GoCG) has decided to develop a City named "Naya Raipur" near the present day Capital City of Raipur for the State Capital functions supported by all other function required for sustainable city such as physical and social infrastructure, residential, institutional commercial and industrial developments.</p> <p>Naya Raipur Development Authority (NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhinyam, 1973 for development and administration of Naya Raipur.</p> <p>NRDA is developing Naya Raipur as per the provision of the "Naya Raipur Development Plan - 2031". As a part of development, plots / parcels of land are being allotted for different uses including those for Multi-Super Speciality Hospital under the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008." The development and construction on the land shall be governed by the Chhattisgarh Nagar Tatha Gram Nivesh Adhinyam, 1973, Naya Raipur Development Plan 2031 and "Chhattisgarh Bhumi Vikas Niyam 1984" as applicable from time to time.</p>				
<h3 style="margin: 0;">DISCLAIMER</h3>	<p>I. The Tender Documents contains two volumes:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 5px 0;"> <tr> <td style="width: 50%; padding: 2px;">Volume - I</td> <td style="width: 50%; padding: 2px;">Notice Inviting Tender</td> </tr> <tr> <td style="padding: 2px;">Volume – II</td> <td style="padding: 2px;">Draft Lease cum Development Agreement</td> </tr> </table> <p>II. The information contained in the Tender document or subsequently provided to Tenderers, whether verbally or in documentary or any other form by or on behalf of the NRDA or any of their employees or advisers, is provided to Tenderers on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.</p> <p>III. Though adequate care has been taken in the preparation of this Tender Documents, the Tenderer should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Chief Executive Office, Naya Raipur Development NRDA (NRDA) immediately before the tender due date. If no intimation is received by the NRDA within the date, it shall be deemed that the Tender is satisfied that the Document is complete in all respects.</p> <p>IV. The Tender Document is not an agreement and is neither an offer nor invitation by the NRDA to the prospective Tenderers or any other person. The purpose of the Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender Document. The Tender Document includes statements, which reflect various assumptions and assessments arrived at by the NRDA in relation to the Tender.</p>	Volume - I	Notice Inviting Tender	Volume – II	Draft Lease cum Development Agreement
Volume - I	Notice Inviting Tender				
Volume – II	Draft Lease cum Development Agreement				

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<h1>DISCLAIMER</h1>	<p>Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. The Tender Document may not be appropriate for all persons, and it is not possible for the NRDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the Tender Document. The assumptions, assessments, statements and information contained in the Tender Document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the Tender Document and obtain independent advice from appropriate sources.</p> <p>V. Information provided in the Tender Document to the Tenderers 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 NRDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.</p> <p>VI. The NRDA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer 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 the Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Document or arising in any way in this Selection Process.</p> <p>VII. The NRDA also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Tenderer upon the statements contained in the Tender Document.</p> <p>VIII. The NRDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the Tender Document.</p>
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DISCLAIMER

- IX. The issue of this Tender Document does not imply that the NRDA is bound to select a Tenderer or to appoint the Successful Tenderer / Technical Consultant, as the case maybe, for the Development work and the NRDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- X The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NRDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Tenderer and the NRDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
- XI. Data to the extent available has been indicated in the Tender Document and the Tenderers are suggested to make their own investigations and collect additional data for preparation of the Tender. It is desirable that each Tenderer submits its Tender after inspecting the Site; and ascertaining for itself the location, surroundings, access, transport, right of way or any other matter considered relevant by it.
- XII. The Tenderer is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of Tender Document shall be at the Tenderer's own risk. It would be deemed that by submitting the Tender, Tenderer has:
- a) Made a complete and careful examination of terms & conditions/requirements, and other information set forth in Tender document.
 - b) Received all relevant information requested from NRDA and;
 - c) Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. Tenderer's own validation of the Project Site, location of facilities and other existing facilities and structures;
 - ii. Clearances required for the Project; and
 - iii. All other matters that might affect the Tenderer's performance under the terms of this Tender Document.
- XIII. NRDA shall not be liable for any mistake or error on the part of the Tender in respect of the above.

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Volume - I
NOTICE INVITING TENDER

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Notice Inviting Tenders

For

Allotment of Plot for Hospital in Sector 33 of Naya Raipur

1. Sealed tenders are invited for Allotment of Plot for Hospital in Sector 33 of Naya Raipur. As per Minimum Eligibility Criteria given in Schedule "F", Part – "B"

The details of Plot are as follows –

S.No	Details	
1.	Plot Size (Approx.)	4046 Sq. m
2	Upset Price Per Sq.m	INR 1601
3	Location	Sector 33
4	Land Use	PSP
5	Minimum FAR	1.5
6	Maximum FAR	2
7	EMD (in Lakh)	INR 6.57 Lakh
8	Cost of Tender Document	INR 5000/-

2. The indicative site plan is attached at Schedule "F", "Part A". Allotment of Plot for Hospital in Sector 33 of Naya Raipur, as per the provision of the "Naya Raipur Development Plan -2031" which can be downloaded from the website www.nayaraipur.gov.in
3. The important dates are given below –

Last Date of receipt of tenders	11/01/2018 by 3.00 pm
Date of opening of Technical Bid i.e Envelop B	11/01/2018 at 3.30 pm
Date of opening of Financial Proposal	Will be intimated

4. Invitation of Tender and Direction
 - a. NRDA invites Tender for Allotment of Plot for Hospital in Sector 33 of Naya Raipur. The details are as per "**Schedule-F ,Part-A**"
 - b. The site plan along with the broad development control parameters is attached at "**Schedule-F, Part-A & C**"
5. Development Obligations: The Tenderer shall have the Obligations as per "Schedule-F Part-D".
6. Earnest Money Deposit (EMD)
 - i. The tender should necessarily be accompanied by Earnest Money Deposit for an amount of "**Schedule-F , Part-E**" and 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

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- ii. Tender without EMD shall be summarily rejected.
- iii. If the Tender is not accepted the amount of EMD shall be refunded but no interest on it shall be payable.
- iv. EMD of the unsuccessful tenderer shall be returned within a period of **four (4) weeks** from the date of acceptance of the allotment letter by the Successful Tenderer. EMD submitted by the Successful Tenderer shall be adjusted in the premium of the land.
- v. EMD shall be forfeited in the following cases:
 - a. If any information or document furnished by the Tenderer turns out to be misleading or untrue in any material respect; and
 - b. If the successful Tenderer fails to deposit the due amount of the premium within the stipulated time or any extension thereof granted by NRDA.
 - c. If the successful tender fails to execute and register the Lease agreement within the stipulated time or extension thereof, if any granted by NRDA

7. Validity of Tender

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

8. Payment of Premium & Schedule-

- i. After approval of the tender with or without negotiation, as the case may be a Notice of Award (NoA) shall be issued.
- ii. The successful Tenderer shall deposit amount as per **Schedule-F, “Part-B (Section C “Payment Condition”)** “ within **90(Ninety)** days of issue of the **Notice of Award (NoA)**, failing which the NoA shall be annulled and the earnest money shall be forfeited and appropriated by NRDA.
- iii. The successful bidder shall execute and sign the Lease Agreement within 90 (ninety) days from the issue of the NoA at its own cost, bearing all the expenses on stamp duty after payment of Land Premium, registration charges, cost of map and any other charge which is applicable at the time of the signing of Lease Agreement. In the event the successful Tenderer fails to deposit the amount or fails to sign the agreement within the stipulated period NRDA shall have right to forfeit the EMD and cancel the allotment
- iv. The possession of land shall be handed over to the developer **within 30 days** of the signing of the Lease Agreement.
- v. The physical possession of the plot shall be handed over to the lessee after signing and registration of the Lease Agreement & NRDA reserves the right to reject any or all tender without assigning any reasons whatsoever. NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend, modify or supplement the information in this document by uploading in its website <http://nayaraipur.gov.in> and which shall not be published in newspaper/s.
- vi. The payment schedule of the land Premium shall be as per **“Schedule-F , Part-B” (Section C “Payment Condition”)**
- vii. **Tender Cost & Submission Format:** The tenders are to be submitted in the prescribed form which can be purchased from the office of NRDA / directly downloaded from website <http://nayaraipur.gov.in>, The cost of Tender document shall be as per **“Schedule-F, Part-F”** (non-refundable). The Tender shall be submitted in **Single Envelopes "A"**. The

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Tenderer is required to provide all the information/document as per prescribed Tender format. NRDA shall consider only those Tenders that are received within the specified time and in the prescribed format and are complete in all respects.

The Tender shall comprise of the following:

Envelope “A” -It will contain **Envelop “B” & Envelop “C”**

Envelope “B” -It will contain **(A checklist of all the documents with their corresponding page numbers is required to be submitted by the tenderer as a part proposal)**

- i. The Bank Draft for EMD payable to the Chief Executive Officer, Naya Raipur Development Authority in any Nationalised /Scheduled Bank payable at Raipur.
- ii. The Bank Draft for Cost of the Tender document payable to the Chief Executive Officer, Naya Raipur from any Nationalised /Scheduled Bank payable at Raipur
- iii. The Photocopy of receipt of purchase of TENDER document from NRDA. In case of TENDER DOWNLOAD from website the Cost of Tender shall be submitted in the form of Demand Draft as per **“Schedule-F, Part-F” (Non Refundable)**
- iv. Power of Attorney set out in **APPENDIX-I and APPENDIX-II**
- v. Joint Bidding Agreement set out in **Appendix III**
- vi. Documents in support of eligibility criteria as per **“Schedule-F Part-B”**
- vii. Whole Tender document (**Volume-I & II**) duly sealed, signed and page numbered in spiral bound booklet and marked as stipulated.
- viii. Documents in support of eligibility criteria as per “Schedule-F Part-B” and in the Form I to Form III
- ix. Signed Declaration for Downloaded Application Document as per Appendix IV.
- x. Certified copy of Memorandum and Articles of Association, of the Applicant (each member of Consortium) and Notarized copy of Certificate of Incorporation of all Consortium Member
- xi. Applicant’s duly audited balance sheet and profit and loss account for the preceding three years; (2014-15, 2015-16, 2016-2017;) A copy of complete Application document & addendum if any along with draft Lease cum Development Agreement with each page initialled by the person signing the Application in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- xii. Proposal should contain information and details about each Member of the Consortium, wherever required as per the NIA.
- xiii. Certificates and documents for applicants evidencing the professional qualification and number of years of professional work experience

Envelope “C” - It will contain Financial Proposal (**APPENDIX – IV**)

9. Sealing and Marking of Proposal

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

Chief Executive Officer

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Naya Raipur Development Authority,
Paryavas Bhavan, North Block, Sector -19,
Pin Code- 492002, Naya Raipur (C.G.)
Phone: (0771) – 2511500; Fax: (0771) – 2511400
E-mail: - ceo@nayaraipur.com; psc1@nayaraipur.com

10. Opening of Tender

The Chief Executive Officer or any officer Authorised by him, will open the Tenders. The officers competent to dispose of the Tenders shall have right of rejecting all or any of the Tenders.

11. Selection of Successful Tenderer:

- I. Financial Bids are invited for the establishment of hospital on the basis of the highest Land Premium to be paid by the Applicant over and above the "Reserved Land Premium") provided in Appendix III for plot in Sector 33. The Land Premium shall constitute the criteria for evaluation of Allotment of Plot. Subject to this Tender Document, will be allotted to the Applicant quoting the highest Land Premium over and above the Reserve Land Premium. Financial Bids with an offer of lower than Reserve Premium shall be treated as non-responsive and will be summarily rejected;
- II. Tenderer shall be ranked H1, H2, H3 etc. in decreasing order of their financial proposals. The selection will be made on the basis of **highest premium per square meter quoted by the Tenderer over and above the Upset price specified in this Tender.**
- III. The Applicant whose Financial Bid is adjudged as responsive & unconditional and who quotes the highest Land Premium (the "Highest Applicant") above the "Reserve Land Premium" as defined in Clause 11 (i) shall be the Successful Applicant. In case such highest Applicant withdraws or is not selected for any reason, the Authority may, in its discretion, will re-issue the Application form for the same Plot;
- IV. In the event that two or more Applicants quote the same amount of Land Premium (the "**Tie Applicants**"), the Authority shall identify the Successful Applicant by a random draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Applicants who choose to attend

12. Dates of opening of tender:

The important Tender dates shall be as per "Schedule-F, Part G"

13. Rights of the Chief Executive Officer

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

14. Conflict of Interest and Disqualification

- 14.1 A Tenderer shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Tender Process. Any Tenderer found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the EMD or Performance Security amount as mutually agreed genuine pre-estimated

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compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Tenderer'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 Tenderer shall be considered to have a Conflict of Interest that affects the Tender Process, if:

- i. "the Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Tenderer, Member or Associate, as the case may be) in the other Tenderer, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or"
- ii. a constituent of such Tenderer is also a constituent of another Tenderer; or
- iii. such Tenderer, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; or
- iv. such Tenderer has the same legal representative for purposes of this Bid as any other Tenderer; or
- v. Such Tenderer, or any Associate thereof, has a relationship with another Tenderer, 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 Tender of either or each of the other Tenderers; or
- vi. Such Tenderer or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

14.2 A Tenderer shall be liable for disqualification and forfeiture of EMD or Performance Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Tenderer in any manner for matters related to or incidental to such Project during the Tender Process or subsequent to the (i)

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issue of the NOA or (ii) execution of the Lease cum Development Agreement. In the event any such adviser is engaged by the Successful Tenderer 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 EMD 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 Tenderer or Lessee for the same.

15. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Tenderers 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 Tender Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

16. Cancellation of Tender

The NRDA reserves the right to reject any or all Tender without assigning any reasons what so ever. NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend, modify or supplement the information in this document by uploading in its website <http://nayaraipur.gov.in> and which shall not be published in newspaper/s.

- i. **For the stage Before issue of NoA (Notice of Award)** -The cancellation shall be governed by **Para 6.0** of the Tender.
- ii. **For the stage after issue of NoA** - The cancellation shall be governed by **Para 8.0** of the Tender
- iii. **For the stage after 1st Premium payment and before registration of deed**- If the Tenderer fails to register the Lease 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 EMD shall be absolutely forfeited and balance amount shall be refunded without any interest.
- iv. **For the stage after registration of Agreement** - The cancellation shall be governed as per Draft Agreement.

17. Mortgage

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 NRDA and subject to the conditions that the first charge shall always be with NRDA.

18. GENERAL TERMS AND CONDITIONS

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- i. The terms and conditions based on which the Tenderer is selected for allotment of land shall be an integral part of the Lease Agreement.
- ii. The Developer shall be responsible for obtaining at his cost all the statutory approvals/ permits/ License/ permission as required for the construction, development and operation and maintenance of the facilities on the plot at his own cost as required under the applicable laws.
- iii. Developer shall during the period of Lease, pay all rates taxes and all other charges due and becoming due in respect of the land and on property thereupon.
- iv. The development and construction on the plot will be governed by the provisions of Naya Raipur development plan 2031, Naya Raipur Urban Design guidelines, and Bhumi Vikas Niyam 1984 in force at that time.

19. Lease Period & Rent

The land shall be transferred on lease hold rights for a period of 30 years on payment of annual lease rent @ 2% + GST & Applicable Taxes and on such other terms and conditions laid down in Bhumi Vyayan Niyam 2008. The right of renewal of lease shall be for each term of thirty years for two such terms subject to an increase of maximum 100% of the annual lease rent and applicable taxes prevailing at that time for each renewal, as decided by the Authority.

20. Schedule F

- **Part-A** – “Details of Project ”,
- **Part-B** - “Minimum Eligibility Criteria“ & “Payment Conditions “,
- **Part-C** - “Site plan along with the broad development control parameters”
- **Part-D** - “Development, Operation & Maintenance Obligations”,
- **Part-E** - “Earnest Money Deposit“ (EMD), “Validity of Tender“,
- **Part-F** - “Cost of Document” ,
- **Part-G** - “Dates of Tender”

21. DRAFT LEASE DEVELOPMENT AGREEMENT — (Volume-II)

**Chief Executive Officer
Naya Raipur Development Authority
Raipur (C.G.)**

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Schedule- F

Notice Inviting Tenders- Allotment of Plot for Hospital

**Tender: Invitation of tender for Allotment of Plot for Hospital in Sector-33 of Naya Raipur
–on Lease / Development Right**

1. Schedule-F, Part -A- Particulars of the Plot

Details of Project

Particulars	Area (Approx.)	Upset Price per SQM
Allotment of Plot for Hospital	4046 Sq. m	INR 1601/-

***The Plot Area is tentative and can be increased or decreased by 10% at the time of handing over of possession**

2. Schedule-F, Part-B - Minimum Eligibility Criteria & Payment conditions

A. Eligible Agencies:

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

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an existing agreement to form a consortium.

To be eligible for selection, an Applicant shall fulfil any one of the following condition of eligibility:

B. Eligibility Criteria:

i. Technical Capacity:

A Doctor having post qualification (M.B.B.S with post-graduation like MD/MS /DNB or equivalent) experience of 10 years or more having experience of operating a hospital of minimum 25 beds for past 3 years

Or

A Company/Trust/Society having experience of operating a hospital of minimum 25 beds for past 3 years

ii. Financial Capacity:

The Applicant(s) shall have an average Net Worth (the "Financial Capacity") of INR 5 Crore (INR Five Crores) in the preceding financial year (31 March, 2017)

Note:

In case of Consortium:

- (a) The number of members in a consortium could not be more than 3.
- (b) The lead member of the consortium should meet the Technical Capacity eligibility criteria **Schedule-F, Part-B - Minimum Eligibility Criteria & Payment conditions B.(i)**
- (c) No member should hold equity shareholding of less than 26% in the legal entity

In case of a Consortium, the combined Net Worth and Experience of those Members will be considered, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the legal entity, till the construction of the project is completed from the date of signing of Lease Agreement.

Required Documents:

Interested Doctors/ Nursing Homes **must** submit the following documents:

- i. Experience and Capability of the applicant during the past 3 years (CV and Undertaking from the applicant) - Experience in number of completed years after post-graduation only shall be considered.
- ii. Financial capacity of the applicant during the last 3 years duly certified by Chartered Accountants
- iii. Applicant's duly audited balance sheet and profit and loss account for the preceding three years; (2014-15, 2015-16, 2016-2017;)
- iv. Detailed information and relevant supporting documents certifying current operational capacity and past experiences
- v. An affidavit, mentioning that the applicant is qualified, registered in India.
- vi. Notarized copy of the qualification certificate and registration certificate

Interested Companies/Trust/Societies etc. **must** submit the following documents

Notice Inviting Tenders- Allotment of Plot for Hospital

- i. Certificate from Urban Local Body/Municipal Corporation and/or Occupancy Certificate or commencement of operations certificate from any government department/organisation in relation to a hospital/copies of the land lease agreement on which the hospital is established or any other proof from a government authority evidencing the existence of the hospital, specifying the bed capacity of the hospital and period of operation of the hospital
- ii. Certificate from Urban Local Body/Municipal Corporation or certificate from any government department/organisation certifying the bed capacity (Number of beds) in the hospital
- iii. Net worth Certificate from Statutory Auditor to fulfil the Financial Capacity criteria
- iv. Applicant's duly audited balance sheet and profit and loss account for the preceding three years; (2014-15, 2015-16, 2016-2017;)
- v. In case of tender by **a company** the following documents are required to be submitted:
 - a) Board resolution, authorizing the applicant to sign on behalf of the company
 - b) Notarized Copy of Certificate of Incorporation issued by Registrar of Companies.
 - c) copy of its Memorandum and Article of Association
- vi. In case of a tender by a Trust/Society all the member of trustee are required to sign the tender document and the enclosures. In case the documents mentioned above are not signed by all the members of trust but signed by only one partner, necessary authorization letter from all the other partners should be enclosed. The following documents should be enclosed:
 - a) Certified copy of duly registered Trust Deed/Society Registration Certificate and by laws

C. Payment Conditions:

S. No.	Payment Plan	Year 1 (Within 90 Days of issuance of LoA)	Year 2 (Before 30 days prior to completion of First Anniversary of the LOA)	Year 3 (Before 30 days prior to completion of Second Anniversary of the LOA)	Year 4 (Before 30 days prior to completion of Third Anniversary of the LOA)
1	100% of Land premium (less the amount of Registration Fee) Within 90 Days of issuance of LoA	INR 58,43,060 /-	Upfront Payment Plan		
2	25% of Total Land Premium (less the amount of Registration Fee) within 90 days of issuance of LoA and Balance Land Premium within 1 Year	INR 9,68,015 /-	INR 52,65,049 /-	One Year Payment Plan	

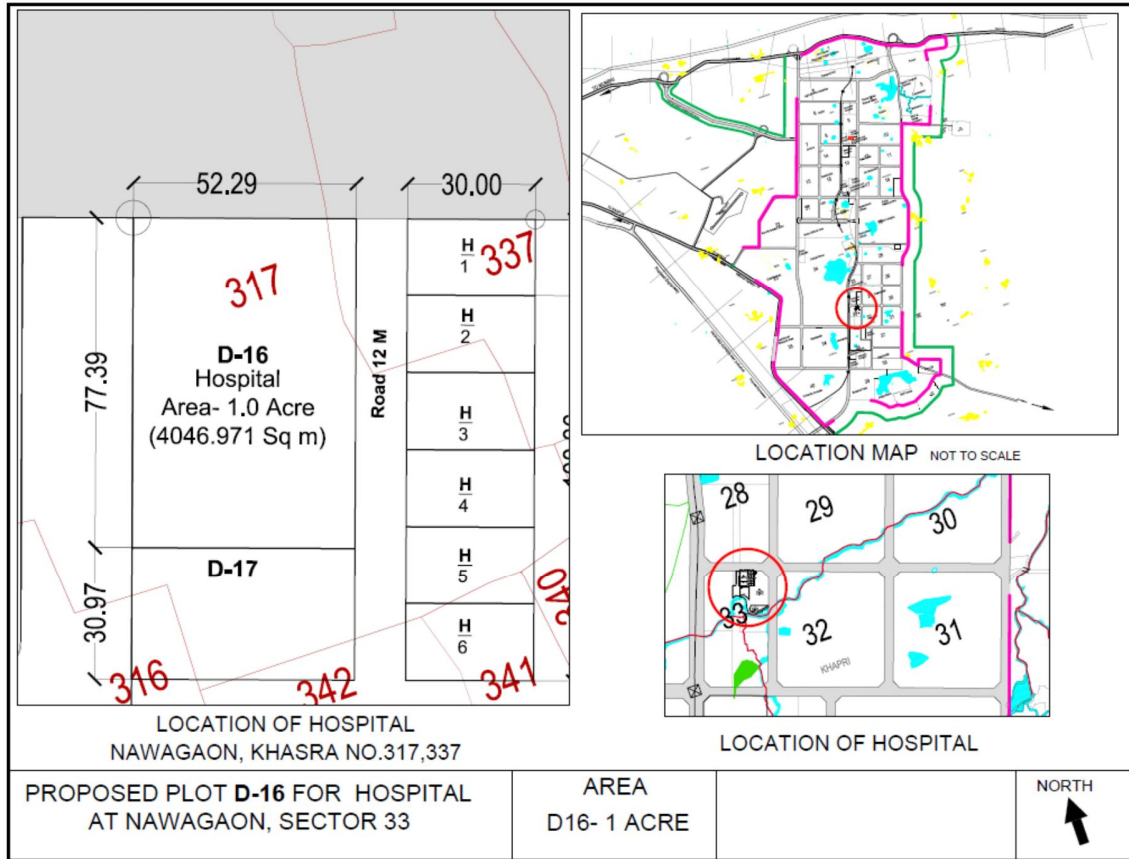
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3	25% of Total Land Premium (less the amount of Registration Fee) within 90 days of issuance of LoA and Balance Land Premium within 2 Years	INR 9,68,015/-	NR 28,27,526 /-	INR 27,30,025 /-	Two Year Payment Plan
4	25% of Total Land Premium (less the amount of Registration Fee) within 90 days of issuance of LoA and Balance Land Premium within 3 Years	INR 9,68,015/-	INR 20,15,019 /-	INR 20,15,019 /-	INR 18,20,017 /-
		Three Year Payment Plan			

Note: The amount quoted over and above the Upset price shall be proportionately distributed over the instalments (as per year wise payment plan) opted by the Selected Tenderer.

3. Schedule-F, Part-C- The broad development control parameters Site Plan Proposed plot D-16 (Approx. 4060 Sq. m)

Notice Inviting Tenders- Allotment of Plot for Hospital



S.No.	Development Control	Sector 33
1	Land use	PSP
2	TOD Zone	TOD 10
3	Maximum Ground Coverage	No Restriction
4	Minimum FAR	1.5
5	Maximum FAR	2
6	Maximum Height	No Restriction

4. Schedule-F, Part-D - Minimum Development Obligations:

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Development Period & Milestones:

The development milestone has been made in a way to ensure completion of 25 Bedded Hospital within 3 years of signing of Lease Agreement.

- I. The Developer shall take all the necessary approvals, permissions, clearances, licenses, NOC etc. from the competent authority **within One (1) year from the date of execution of the Lease Cum Development Agreement.**
- II. The Selected Bidder shall complete the Project **(construction of 25 bedded Hospital and allied infrastructure)** in all respect, shall obtain the completion certificate from NRDA, and start operation of the 25 bedded hospital with the OPD facility within 3 (three) years from the signing of Lease cum Development Agreement.

4.1 Surcharges

4.1.1 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 specified in the NIT/Lease cum Development Agreement or any extension provided by NRDA under this clause.

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, on payment of the following surcharge by the lessee at the following rates –

Block of time Extension	Period of Extension	Amount of surcharge as Percent of the Land premium
First	Twelve months or part thereof	20% (Twenty)
Second	Twelve months or part thereof after the First extension of time	25% (Twenty five)
Third	Twelve months or part thereof after the Second extension of time	30% (Thirty)
Fourth	Twelve months or part thereof after the Third extension of time	35% (Thirty Five)
Fifth	Twelve months or part thereof after the Fourth extension of time	40% (Forty)

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

4.1.2 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

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4.1.3 Delay in Completion of Development Milestone

Where the development and/or construction, as the case may be is commenced by the lessee as per terms of agreement after obtaining development and/or building construction permission but fails to complete the work due to unavoidable circumstances, the extension in time for the completion of work may be granted by the Chief Executive Officer on payment of the following surcharge by the lessee at the following rates –

Block of time Extension	Period of time	Amount of surcharge as percent of the premium
First	Twelve months or part thereof	5% (Five)
Second	Twelve months or part thereof after the First extension of time	7% (Seven)
Third	Twelve months or part thereof after the Second extension of time	10% (Ten)

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

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

S.No	EMD Details	
i.	EMD Amount (In the form of Demand Draft)	6.57 Lakh (In Words INR Six Lakh Fifty Seven Thousand)
ii.	Validity of Tender	120 Days
iii.	Validity of EMD	Validity of Tender + 60 days

6 Schedule-F, Part-F- Cost of tender Document

INR 5,000/ in the form of DD shall be made favoring “CEO, Naya Raipur Development Authority”, payable at Raipur

Schedule-F, Part-G- Important Tender Dates

Date of Pre-bid meeting	21/12/2017 at 12:00 P.M
Venue for Pre-bid Meeting	NRDA ,Paryavas Bhawan, North Block, Sector 19, Naya Raipur
Last Date of submission of Tender	11/01/2018 by 3:00 PM
Date of opening of Technical Bid i.e. Envelope B	11/01/2018 at 3:30 PM

Notice Inviting Tenders- Allotment of Plot for Hospital

Cover Letter for Proposal Submission

(To be kept in Envelop B-on Tenderers Letter Head)

Dated:

To

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

Sub: Notice Inviting Tender for Allotment of Plot for Development of Hospital in Sector –33, Naya Raipur

Dear Sir,

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

Notice Inviting Tenders- Allotment of Plot for Hospital

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

DD: - may kindly be sent to my bank directly, details are given below

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

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

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

Date:

Place:

(Signature of the Autorised Signatory)

Name & Designation

Enclosure: (Envelope-B)

1. EMD in the form of DD
2. Power of attorney of signing of proposal(**Appendix-I**)
3. Power of attorney for Lead Member of Consortium (**Appendix-II**)
4. Joint Bid Agreement – (**Appendix-III**)
5. Cash receipt of tender sell (in case of Downloaded tender, tender cost in form of DD along with **Appendix-IV**).
6. All forms asked in the Eligibility Criteria as per "**Schedule-F, Part-B**"; **Form-I, Form-II, Form-III, Form- IV**

Notice Inviting Tenders- Allotment of Plot for Hospital

7. Tender document with Draft Agreement duly signed.

IMPORTANT INSTRUCTIONS TO TENDERER WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEBSITE

The Tenderer who have down loaded the TENDERS from the web, should read the following important instructions carefully before actually quoting the rates and submitting the TENDER documents:-

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

CEO, NRDA

Notice Inviting Tenders- Allotment of Plot for Hospital

Appendix-I

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

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of

_____ and presently residing at _____, who is [presently employed with us/ 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 proposal for "**Allotment of Plot for Development of Hospital in Sector – 33 of Naya Raipur**", by the, (Naya Raipur Development Authority -NRDA) (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority

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

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

For _____
(Signature)

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

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(Signature)
(Name, Title and Address of the Attorney)
Accepted [Notarised]

Notes:

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Notice Inviting Tenders- Allotment of Plot for Hospital

Appendix-II

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM (On Non Judicial Stamp Paper)

Whereas the _____ (“the Authority”) has invited applications from interested parties for the “**Allotment of Plot for 250 Bedded Multi-Super Speciality Hospital in Naya Raipur, Chhattisgarh**” (the “Project”).

Whereas, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in participation in selection process for the Project in accordance with the terms and conditions of the Application Document, Draft Lease cum Development Agreement 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 Application for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and _____ having our registered office at _____, (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”). We 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 selection process and, in the event the Consortium is awarded the concession/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 pre-qualification of the Consortium and submission of its Application for the Project, including but not limited to signing and submission of all applications and other documents and writings, participate in Applicants and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Application 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 Application for the Project and/ or upon award thereof till the 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 THIS _____ DAY OF _____ 2015

For _____
(Signature)

(Name & Title)

For _____
(Signature)

(Name & Title)

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For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

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 Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- 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. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

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APPENDIX III

JOINT BIDDING AGREEMENT (To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2017

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/ a trust registered under "The Indian Trusts Act 1882" / a society registered under" Societies registration act, 1860"} 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/ a trust registered under "The Indian Trusts Act 1882" / a society registered under" Societies registration act, 1860"} 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)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/ a trust registered under "The Indian Trusts Act 1882" / a society registered under" Societies registration act, 1860"} 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, and THIRD PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

(A) The Naya Raipur Development Authority, represented by its CEO and having its principal office at Paryavas Bhawan, North Block, Sector -19 (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 applications (the "**Applications**") by its Notice Inviting Tender No. dated(the "**NIT**") for short-listing of Tenderers "**Allotment of Plot for Development of Hospital in Sector – 33 of Naya Raipur**" (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 NIT document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the NIT document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

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 NIT.

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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 Tenderer and awarded the Project, it shall register as a legal entity 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 until the Appointed Date under the Agreement when all the obligations of the Consortium shall become effective;
- (b) Party of the Second Part shall be; and}
- (c) Party of the Third Part shall be

5. Joint and Several Liabilities

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 NIT and the Agreement, till such time as the construction of the project is completed under and in accordance with the Agreement.

6. Shareholding in the legal entity formed by the Consortium

6.1 The Parties agree that the proportion of shareholding among the Parties of consortium in the newly formed legal entity 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 consortium (newly formed legal entity'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 Notice Inviting Tender shall, for a period of 2 (two) years from the date of issue of completion certificate for the Project, hold equity share capital not less than: (i) 26% (twenty

Notice Inviting Tenders- Allotment of Plot for Hospital

six per cent) of the subscribed and paid up equity of the consortium; and (ii) 5% (five per cent) of the Total Project Cost

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 favour 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 fulfilment 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 construction of the Project is completed under and in accordance with Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not selected or upon return of the Bid Security by the Authority to the Tenderer, 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.

Notice Inviting Tenders- Allotment of Plot for Hospital

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

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

SIGNED, SEALED AND DELIVERED
SECOND PART

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
FOURTH PART

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
FIFTH PART

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
SIX 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 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.

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Appendix-IV

DECLARATION for Downloaded Tender

(TO BE GIVEN BY THE TENDERER WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEBSITE)

It is to certify that:

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

Dated:

Address:

Phone No:

(Tenderer)

Sign with

Notice Inviting Tenders- Allotment of Plot for Hospital

seal

Form - I

GENERAL INFORMATION OF THE TENDERER

Applicant Status: Single Entity/Consortium (Please tick the Relevant Status)

1. (a) Name of the Tenderer:
(b) Date & Place of Incorporation /Registration:
(c) Address of the Registered Office/ Corporate office and its Branch office(s), if any.

2. Brief description of the entity including details of its main lines of business and proposed role and responsibilities in this Project]:

3. Previous Experience of the Tenderer

S.No	Particulars	Supporting
1.	Applicant's Doctor's Qualification	Relevant supporting Certificates/ Documents should be provided
2.	Applicant Doctor's Post Qualification Experience	Relevant supporting Certificates/ Documents should be provided
3.	Applicant Doctor's Experience in Operation & Maintenance of a Hospital	Relevant supporting Certificates/ Documents should be provided

4. Particulars of the Authorized Signatory of the Tenderer:

- 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
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			{Refer Clauses under Schedule-F, Part-B - Minimum Eligibility Criteria & Payment conditions- Conditions of Consortium}
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 Tenderer/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Tenderer/ 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 Tenderer/ 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 Tenderer 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 Tenderer/ Lead
Member

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Form - II

LIST OF HOSPITAL PROJECTS (With at least 50 beds and running for last three financial years)

Name of the Tenderer / Applicant firm:

Sl. No.	Name, Location And Description of the Hospital Project	Capital Cost of the Project (Rs. In Cr.)	Month & Year of Commencement of operation of Hospital Project with at least 50 beds
	A	C	D
1.			
2.			
3.			
4.			
	Total		

Signatures of the Tenderer
(Name & Designation of the Authorized Signatory
For and on behalf of the Tenderer)

Place:
Date:

Note: Separate sheet for each Project may be used. Notarised copy of requisite documents towards proof of experience is mandatory to consider an experience for evaluation.

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Form III

FINANCIAL CAPACITY OF THE TENDERER (On Letterhead of the Tenderer/Lead Member of the Consortium)

(Refer to Clauses 2 (b) of the NIT)

(In Rs. Crore)

NETWORTH:

Year	Networth (In Rs Crore)*			
	Member 1	Member 2	Member 3	Total
2016-17				

Signature_____

Name & Designation of Authorized Person

Company Seal

Company:

Date:

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

** The Tenderer should provide details of its own Financial Capability

Instructions:

1. The Tenderer/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years 2014-15, 2015-16 and 2016-17. The financial statements shall:
 - a) reflect the financial situation of Tenderer or the Consortium Members
 - 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. **Each member** of Tenderer shall provide an Auditor's Certificate as below specifying the Average Annual Turnover and Net worth of the Tenderer and also specifying the methodology adopted for calculating such net worth in accordance with the NIT document.

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FINANCIAL CAPACITY OF THE TENDERER
(On Letterhead of the Auditor)

Tenderers Name	Annual Net Worth (2016-17) as on 31st March, 2017 (In INR)
<p style="text-align: center;">Certificate of the Chartered Accountants/Statutory Auditors</p> <p>Based on Audited Accounts and other relevant documents of _____(name of Tenderer), we M/s , Chartered Accountants/ Statutory Auditors, certify that the above information is correct.</p> <p>(Signature, Seal, Address & Membership No. of Chartered Accountant/Statutory Auditor)</p> <p>Name and designation of the Authorised Signatory</p> <p>Date:</p> <p>Signature:</p>	

Notice Inviting Tenders- Allotment of Plot for Hospital

Envelope - C

Financial Proposal

Notice Inviting Tenders- Allotment of Plot for Hospital

Appendix-VI

Tender for Allotment of Plot for Hospital in the Sector – 33 of Naya Raipur

1. I Shri/Smt/Ms _____ S/D/W/o _____ duly authorised by _____ Partnership Firm/ Private / Public Limited Company to submit this Tender, here by submit the Tender in the form of the premium rate per sq. m specified in the table below for Allotment of Plot for Hospital in the Sector-33 of Naya Raipur -

2.

Particulars	Area of plot Approx. (Sq.m)	Tendered premium rate per Sq.m	
		INR. In Figure	INR. In Words
Plot for Hospital Project in Sector-33 of Naya Raipur	4046		

3. Should this Tender be accepted, I/We hereby agree to abide by and fulfil all terms and provisions of the said condition of the allotment set forth in the Tender document or in default, thereof to forfeit earnest money & pay to the NRDA the sums of money mentioned in the said condition.
4. A separate sealed **Envelope 'B'** duly super scribed containing in the form as **Earnest money** the full value of which is to be absolutely forfeited to the NRDA without prejudice to any other rights or remedies of the NRDA should I/We fail to deposit the balance amount of premium and tax as applicable, if any, within 90 (Ninety) days of the of issue of Notice of Acceptance or to execute the Agreement within the time specified in the tender document notice.

Signature of Witness

Dated - / /2017

Name:

Address of the Witness

Occupation of the Witness

Signature of the Authorised Signatory

Dated - / /2017



NAYA RAIPUR DEVELOPMENT AUTHORITY
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