

**Notice Inviting Tender (NIT)
For
Allotment of Land for the Development of 5
Star Deluxe Resort in Naya Raipur**



Sector- 24, Naya Raipur, Chhattisgarh

Press Note

NOTICE INVITING TENDER



NIT For Allotment of Land for the Development of 5 Star Deluxe Resort in Sector- 24, Naya Raipur

NIT No.1872/R/06/PRJ/NRDA/2016,

Dated : 05/04/2016

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

Tender documents including Detailed NIT can be downloaded from the website **www.nayaipur.gov.in**. **Last Date for Sale of NIT Document 04.05.2016. Last Date of submission is 15.00hrs 05/05/2016.** Amendment/Modification in tender, if any, will be uploaded only on the website.

Naya Raipur Development Authority

Utility Block, Capitol Complex, Sector – 19, Naya Raipur, 492 002,
Chhattisgarh T: +91.771.251.1500

NAYA RAIPUR - MERA RAIPUR

Chief Executive Officer

Important Date

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

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Volume - III Draft Lease Cum Development Agreement

ABOUT NAYA RAIPUR

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.

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.

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 Development of 5 star deluxe resort 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.

ABOUT the Project

5 Star Deluxe Resort in Naya Raipur (the “Project”)

The 5 Star Deluxe Resort of the proposed development will contain Rooms, Suites, Villas, Wine N Dine facilities including Restaurants/ Confectionery/ Lounge/Bar, Banquets, SPA, Conference halls of various sizes, Business Centre etc. as may be allowed by competent authority.

DISCLAIMER

- I. The Proposal document contains three volumes:

Volume - I	Notice Inviting Tender
Volume – II	Request for Proposal
Volume - III	Draft Lease Cum Development Agreement

- II. The information contained in the Proposal document or subsequently provided to Applicants, 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 Applicants on the terms and conditions set out in this Proposal Document and such other terms and conditions subject to which such information is provided.

- III. Though adequate care has been taken in the preparation of this Proposal Document, the Applicant 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 proposal due date. If no intimation is received by the NRDA within the date, it shall be deemed that the Proposal is satisfied that the Document is complete in all respects.

- IV. The Proposal Document is not an agreement and is neither an offer nor invitation by the NRDA to the prospective Applicants or any other person. The purpose of the Proposal Document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Proposal Document. The Proposal Document includes statements, which reflect various assumptions and assessments arrived at by the NRDA in relation to the Proposal.

Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The Proposal 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 Proposal Document. The assumptions, assessments, statements and information contained in the Proposal Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the Proposal Document and obtain independent advice from appropriate sources.

- V. Information provided in the Proposal Document to the Applicants 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

- VI The NRDA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in the Proposal Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Proposal Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Proposal Document or arising in any way in this Selection Process.
- VII The NRDA also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in the Proposal Document.
- 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 Proposal Document.
- IX. The issue of this Proposal Document does not imply that the NRDA is bound to select an Applicant as Selected Bidder, as the case may be, 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 Applicant 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 Applicant and the NRDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant 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 Bid Document and the Bidders are suggested to make their own investigations and collect additional data for preparation of the Proposal. It is desirable that each Bidder submits its Proposal 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 Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of NIT shall be at the Bidder's own risk. It would be deemed that by submitting the Proposal, Bidder has:
- a) Made a complete and careful examination of terms & conditions/requirements, and other information set forth in NIT 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. Bidder'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 Bidder's performance under the terms of this NIT Document.
- XIII NRDA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

Volume I - NOTICE INVITING TENDER

For

Allotment of Land for Development of 5 Star Deluxe Resort, Sector 24, Naya Raipur

Dear Sir/Madam,

1. Naya Raipur Development Authority (NRDA) or (the “**Authority**”) pleased to invite you to submit a Tender for the above project in accordance with this Notice Inviting Tender (NIT) package.
2. All information contained in this package should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
3. This NIT package consists of the following documents:
 - i. Request for Proposal
 - ii. Draft Lease cum Development Agreement
 - iii. Schedule F; Part A to Part G
4. NRDA will endeavour to make available all relevant information in the NIT. Should you need any further information or clarification during the Tender period, you must contact only the Contract Officer named below. On no account should the Applicants communicate directly with any other personnel or officials of the NRDA, Government of Chhattisgarh. Failure to comply with this requirement may result in the disqualification of your organization from this competition. Your particular attention is drawn to instructions on:
 - a. Format for Submission of Tender: - Appendix-I to IV and Form I to III
 - b. Use of two-envelope system for submission of Technical Proposal and Financial Proposal
5. The Financial Proposal should specify the Tendered premium rate per acre in INR as per Appendix IV.
6. Two (2) copies (One original + one photo copies) of your Technical proposal along with soft copy (word format in a CD) and Original copy of Financial proposal must be received by 1500 hours on 05.05.2016 and address to:

Chief Executive Officer

Naya Raipur Development Authority, First Floor, Utility Block,
Capitol Complex, Sector -19, Mantralaya,
Naya Raipur - 492002 (C.G.)
Phone: (0771) – 2511500
Fax: (0771) – 2511400
e-mail: - ceo@nayaraipur.com

Tenders received after the due time and date will be returned unopened.

7. Tenders for this contract will be assessed in accordance with the Financial Proposal (**Tendered premium rate per acre over and above the Upset Price as specified in Schedule-F “Part A”**) based selection method of the Eligible bidders based on the eligibility criteria proposed in **Clause 9.0** of RFP document.
8. The organizations invited to submit a Tender are expected to adhere to the Instructions to bidders which are attached herewith.
9. Important Dates:

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

Volume - II
REQUEST FOR PROPOSAL

Request for Proposal

1. NRDA invites sealed Tenders from eligible bidders in Hotel and Restaurant business for allotment of Land for Development of 5 Star Deluxe Resort, Sector 24, Naya Raipur.

The 5 Star Deluxe Resort of the proposed development will contain Rooms, Suites, Villas, Wine N Dine facilities including Restaurants/ Confectionery/ Lounge, Bar, Banquets, SPA, Conference halls of various sizes, Business Centre etc. as may be allowed by competent Authority. The **land parcel of approx. 13.28 acres** (including 12.05 acres for Resort and 1.23 acres for Parking) in Sector 24 is proposed to be made available for 5 Star Deluxe Resort. The permissible FAR is 0.3 and total built up area is approx. 15,936 Sq. M.

2. The indicative site plan is attached at Schedule "F", "Part C". Development of 5 Star Deluxe Resort, Sector 24, 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 –

1.	Issue of Notice of Tender (NIT)	05/04/2016
	Last Date of Sending the queries	20/04/2016
2.	Last Date for Sale of NIT Document	04/05/2016
3.	Last Date for Submission of Tender (Tender Due Date)	05/05/2016 before 15:00 PM
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4. Invitation of Tender and Direction

- a. NRDA invites Tender for the work .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-C"

5. Development Obligations:

The Selected Applicant shall Construct the project as per below Project Milestones:

- a) The Selected Applicant shall construct minimum 25% of the maximum permissible built up area as per Clause 1 of RFP within 2 (two) years from the date of signing of Lease cum Development Agreement.
- b) The Selected Applicant shall complete the Project (Construction of minimum 85% of the maximum permissible built up area as per Clause 1 of RFP) in all respect, shall obtain the completion certificate from NRDA, start operation of the 5 Star Deluxe Resort Project and obtain classification for 5 Star Deluxe Category from Ministry of Tourism, GoI within 4 (four) years from the signing of Lease cum Development Agreement.

6. Earnest Money Deposit (EMD)

- i. The Tender should necessarily be accompanied by EMD for an amount of “**Schedule-F , Part-E**” in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, payable at Raipur/Naya Raipur or in form of BG as per **Appendix III**;
- 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 to Applicant;
- iv. EMD of the unsuccessful Applicant shall be returned within a period of **two (2) weeks** from the date of receipt of acceptance from the Selected Bidder against the issued Notice of Award (NoA). In case of selected applicant, the EMD, if it is submitted in the form of Demand Draft by the Selected Bidder, shall be adjusted in the premium payable for the land;
- v. EMD shall be forfeited in the following cases:
 - a. If any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect;
 - b. If the Selected Bidder fails to deposit the due amount of the premium within the stipulated time or any extension thereof granted by NRDA; and
 - c. If the Selected Bidder fails to execute and register the Lease cum Development 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 Applicant 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 and Schedule

- i. After approval of the proposal with or without negotiation, as the case may be a Notice of Award (NoA) shall be issued to the Selected Bidder.
- ii. The Selected Bidder shall deposit amount as per **Clause 8 (vi)** of this RFP document, within 90 (Ninety) days from the issue of the NoA, failing which the NoA shall be annulled and the earnest money deposited shall be forfeited and appropriated by NRDA.
- iii. The Selected Bidder shall execute and sign 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 signing of Lease cum Development Agreement. In the event the Selected Bidder fails to deposit the amount or fails to sign the Lease cum Development 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 Selected Bidder within 30 days of the signing of the Lease cum Development Agreement.
- v. The physical possession of the Land shall be handed over to the lessee after signing of the Lease cum Development Agreement and NRDA reserves the right to reject any or all Tenders 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 it in its website <http://nayaipur.gov.in> and which shall not be published in newspaper/s.
- vi. The Selected Bidder shall pay upfront 25% of land premium and furnish an irrevocable Bank Guarantee for balance land premium and execute Lease cum Development Agreement for the entire land. The land premium shall be paid in instalments as shown in the table below:

S. No	Payment as % of Land Premium	Payment Schedule
1.	25% of the accepted Land premium (less the amount of EMD (if the EMD has been deposited in the form of Bank Draft)	within 90 (Ninety) days of issue of the Notice of Award (NOA)
2.	25% of Land premium + 12% simple interest annually on balance 75% Land Premium	30 days prior to completion of 2 nd anniversary of issuance of NOA.
3.	25% of Land premium + 12% simple interest annually on balance 50% Land Premium	30 days prior to completion of 3 rd anniversary of issuance of NOA.
4.	25% of Land premium + 12% simple interest annually on balance 25% Land Premium	60 days prior to completion of 4 th anniversary of issuance of NOA.

- viii. 25% of the land premium shall be paid upfront in the form of DD drawn in the favour of CEO, NRDA by the Selected Bidder prior to the signing of Lease cum Development Agreement. **Land shall be transferred on lease basis for a period of 90 years, subject to an increase of maximum hundred percent of the annual lease rent prevailing at that time, in every 30 years from the signing of Lease cum Development Agreement, as decided by the NRDA**
- ix. The Lessee shall submit Irrevocable and unconditional Bank Guarantee against the balance land premium prior to signing of Lease cum Development Agreement. The said Bank Guarantee shall be valid for four (4) years from the date of signing of Lease cum Development Agreement or till the applicant pays the prescribed land premium for allotted land. Bank Guarantee may be lessened or reduced on pro rata basis against the payments received by NRDA for subsequent instalments.
- x. The balance land premium shall be paid in three equal annual instalments starting from 30 days prior to the completion of 2nd anniversary of issuance of NOA at a simple interest rate of 12% per annum levied upon balance land premium.
- xi. The payment schedule of the land Premium shall be as per **Clause 8 (vi)** of this document
- xii. **Tender Cost & submission Format** : The Tenders are to be submitted in the prescribed form which can be purchased from the office of NRDA in working hours on any working day or can be directly downloaded from website <http://nayaripur.gov.in>, The cost of Tender document shall be as per "Schedule-F, Part-F" (non-refundable). The Tender will be submitted in Single Envelopes "A". The Applicant is required to provide all the information/document as per prescribed Tender format. NRDA shall consider only those Tenders that are received within the time and in the prescribed format and are complete in all respects. The Tender shall comprise the following:

Envelope "A" - It will contain Envelop "B" & Envelop "C"

Envelope "B" - It will contain

- The Bank Draft/Bank Guarantee for EMD payable to the Chief Executive Officer, Naya Raipur Development Authority in any Nationalised /Scheduled Bank at Raipur or Irrevocable Bank Guarantee as per **Appendix-III**.
- 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; or
- The photo copy of receipt of purchase of TENDER document from NRDA. In case of TENDER is DOWNLOADED from website the Cost of Tender shall be submitted in the form of Demand Draft as per "Schedule-F, Part-F" (Non Refundable)
- Power of Attorney set out in **Appendix-I**
- Documents in support of eligibility criteria as per **Clause 9.0** of RFP document
- Whole Tender document (Volume-I,II & III) shall be Duly signed and page numbered

Envelope "C" - It will contain **Financial Proposal**

9. Minimum Eligibility Criteria & Payment conditions

- a) The Applicant should be a single entity with intent to implement the Project. Any kind of Consortium is not allowed.
- b) An Applicant may be a natural person or private entity or government owned entity.

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

A. Technical Qualification

The Applicant must have track record as specified hereunder:

- I. The Applicant should have Owned , Operated & Maintained at least 2 (two) 5 Star Deluxe Hotels/Resorts, approved by Hotel & Restaurants Approval and Classification Committee (HRACC), Ministry of Tourism, GoI, for the past 3 financial years from Tender Due Date; and
- II. The Applicant should have geographical presence in Hotel & Restaurants business in at least 2 (two) states of India.
 - The Applicant shall submit the certificate from Municipal Corporation or any other Government agency/department/undertaking/body to claim the ownership of 5 star deluxe Hotels/Resorts – **Refer Form II**
 - The Applicant shall submit the certificate from Ministry of Tourism, GoI to claim the experience of Operation & Maintenance and classification of 5 star deluxe Hotels/Resorts - **Refer Form II**
 - The Applicant shall submit Notarized copy of the building permission / Commencement and building completion certificates issued by the Building permission Authority or any other document issued by the Municipality /Government bodies in support of geographical presence in Hotel & Restaurants business in at least 2 states of India - **Refer Form II**

B. Financial Capacity

- I. The Applicant should have a minimum net worth of **INR 30 crore** as on March 31, 2014 or March 31, 2015.
 - The Applicant shall submit certificates from the auditor/CA certifying Net worth – **Refer Form III**

Note:

- In computing the Technical Capacity and Net Worth of the Bidder 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, a person who controls, is controlled by, or is under the common control with such Bidder (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.
- In case the Bidder claims the technical and/or financial capacity of its group companies/associates, the Bidder shall necessarily submit documentary evidence in proof of such claims. Such documentary evidence shall consist of CA certificates to support such capacity and also to establish requisite “Control” relationship as defined above.

10. Sealing and Marking of Tender

- i. The TENDER shall be typed or written in indelible ink and each page shall be numbered and initialled by the authorized signatory having Power of Attorney. All the alterations, omissions, additions, or any other amendments made to the TENDER shall 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 Applicant
 - b. Contact person name & phone number
 - c. Tender Name & its Due Date

- iii. All envelopes shall be addressed to:

Chief Executive Officer

Naya Raipur Development Authority, First Floor, Utility Block,
Capitol Complex, Sector -19, Mantralaya,

Naya Raipur - 492002 (C.G.)

Phone: (0771) – 2511500

Fax: (0771) – 2511400

e-mail: - ceo@nayaraipur.com

pe_pst@nayaraipur.com

11. Opening of Tender

The Chief Executive Officer or any officer authorised by him, will open the Tenders. The CEO has the right of rejecting all or any of the Tenders.

12. Selection of Successful Bidder

Bidder shall be selected on the basis of Financial Proposal where the Bidder quoting the highest Tender premium per acre shall be selected (**the “Selected Bidder”**) for the project.

13. Important Dates

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

14. Rights of the Chief Executive Officer

The Tenders that are found responsive as per **clause 8 (xii)** shall only be considered. The Chief Executive Officer, NRDA reserves the right to call for clarification or additional document as deemed fit. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. If a Bidder does not provide clarifications sought under this Clause within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

15. Cancellation of Tender

The Cancellation shall be as per following:

- (i) **For the stage before issue of NoA (Notice of Approval)** -The cancellation shall be governed by **Clause 6.0** of this RFP document
- (ii) **For the stage after issue of NoA** - The cancellation shall be governed by **Clause 6.0 and Clause 8.0** of this RFP document
- (iii) **For the stage after 1st Premium payment and before registration of deed-** If the Applicant fails to sign 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 EMD shall be absolutely forfeited and balance amount shall be refunded without any interest to the Applicant.
- (iv) **For the stage after Signing of Lease cum Development Agreement** - The cancellation shall be governed as per Lease cum Development Agreement

Notwithstanding anything contained herein above, NRDA reserves the right to reject any or all Tenders 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.

16. Mortgage

The Selected Bidder 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 written approval of NRDA and subject to the conditions that the first charge shall always be with NRDA.

17. Penalties

17.1 Delay in Commencement of Project:

The lessee shall commence and complete the development and construction works for which the land has been granted, by obtaining development and/or building permission as the case may be and all other permissions/clearances/licences required from the competent Authorities within the **period of One year 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, 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

Block of time	Period of Extension	Amount of surcharge as Percent of the Land premium
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.

17.2 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.

17.3 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 Lease cum Development Agreement after obtaining development and/or building construction permission but fails to achieve the development milestones in stipulated time, 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:

Penalties for not achieving Development Milestones:

Timeline	Phase	Project Milestone	Extension (6 months each)	Amount of surcharge as percent of the land premium
2 Years from Signing of Lease cum Development Agreement	Phase 1	The Selected Applicant shall construct minimum 25% of the maximum permissible built up area as per Clause 1 of RFP within 2 (two) years from the date of signing of Lease cum Development Agreement	Extension 1	2.50
			Extension 2	3.50
			Extension 3	5.00
4 Years from Signing of Lease cum	Phase 2	The Selected Applicant shall complete the Project (Construction of minimum 85%	Extension 1	2.50

Timeline	Phase	Project Milestone	Extension (6 months each)	Amount of surcharge as percent of the land premium
Development Agreement		of the maximum permissible built up area as per Clause 1 of RFP) in all respect, shall obtain the completion certificate from NRDA, start operation of the 5 Star Deluxe Resort Project and obtain classification for 5 Star Deluxe Category from Ministry of Tourism, GoI within 4 (four) years from the signing of Lease cum Development Agreement.	Extension 2	3.50
			Extension 3	5.00

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 within the period, as decided by the NRDA.

18. General Terms and Conditions

- i. The terms and conditions based on which the Applicant is selected for allotment of land shall be an integral part of the Lease cum Development Agreement.
- ii. The Selected Bidder 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 Land at his own cost as required under the applicable laws.
- iii. The Selected Bidder during the lease period shall 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 Land 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. Schedule-“F” :

- a. **Part-A** – “Particulars of the Land”,
- b. **Part-B** – Deleted,
- c. **Part-C** - “Site plan along with the broad development control Parameters”,
- d. **Part-D** - “Deleted”,
- e. **Part-E** - “Earnest Money Deposit” (EMD), “Validity of Tender”,
- f. **Part-F** - “Cost of Tender Document”,
- g. **Part G** – “Lease Period and Lease Rent”

20. Queries

Applicants may send their queries to the Authority in writing before the date as per Clause 13 of this RFP. The envelopes shall be addressed as per Clause 10 of this RFP clearly bear the following identification:

"Queries/Request for Additional Information concerning NIT-“Allotment of Land for the Development of 5 Star Deluxe Resort in Naya Raipur”

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 days prior to the Tender 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.**

21. Conflict of Interest and Disqualification

- 21.1 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.
- 21.2 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 LOI 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 LOI 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 LOI 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.

22. Draft Lease Cum Development Agreement — (Volume-III)

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

Schedule –“F”

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

Tender: Invitation for Allotment of Land for Development of 5 Star Deluxe Resort, Sector 24, Naya Raipur–on lease

The various components for the said work are put for approval as given below:

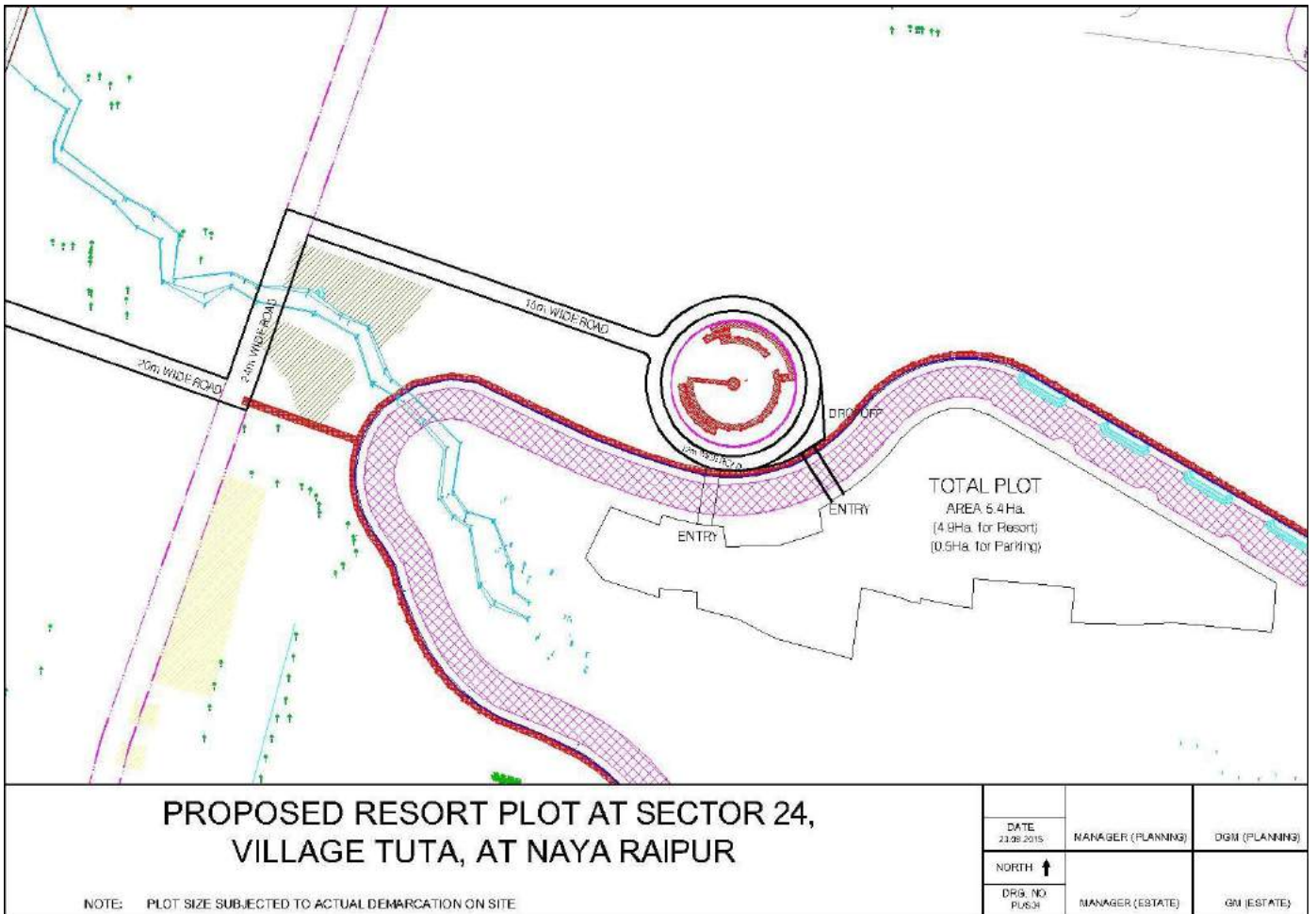
Details of the Project

Particulars	Area	Upset Price (Lakh/ acre)
5 Star Deluxe Resort Project	13.28 Acres	INR 73.80

***The Plot Area is tentative and can be increased or decreased by 5% at the time of handing over of possession**

2. Schedule-F, Part-B – Deleted

3. Schedule-F, Part-C- Site Plan along with broad development control Parameters



S. No.	Development Control	Parameter
1	Land Use	Recreational
3	Maximum FAR	0.3
4	Maximum Height	11 meter
5	Total Built up Area (Sq. M.)	15,936 Sq. M.

4. Schedule-F, Part-D - Deleted

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

- (i) **EMD Amount:** INR 98 Lakh -/ (Rupees Ninety Eight lakh only) in the form of Demand Draft in favour of Chief Executive Officer or BG (As per **Appendix-III**)
- (ii) **Validity of Tender:** 120 days
- (iii) **Validity of BG:** Validity of Tender + 60 days

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

INR 10,000 only in the form of DD favouring "CEO, Naya Raipur Development Authority", payable at Raipur.

7. Schedule-F, Part-G- Lease Period and Lease Rent

- i. Land shall be transferred on lease basis for a period of 90 years, subject to an increase of maximum Hundred percent of the annual lease rent prevailing at that time, in every 30 years from the signing of Lease cum Development Agreement, as decided by the Authority.
- ii. 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 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.

Letter of Proposal
(To be kept in Envelop B-on Applicant's Letter Head)

Dated:

To

The Chief Executive Officer,
Naya Raipur Development Authority, Utility Block
Capital Complex, Sector-19
Naya Raipur – 492002
Chhattisgarh

Sub: Tender for Allotment of Land for Development of 5 Star Deluxe Resort, Sector 24, Naya Raipur

Dear Sir,

1. With reference to your Tender document dated, I/we, having examined the Tender 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 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 Tender 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, fraudulent, coercive, undesirable or restrictive practice, as defined in the NIT document, in respect of any proposal or request for Proposal issued by or any agreement entered into with NRDA or any other public sector enterprise or any government, Central or State; department and
 - (iii) I/ We hereby certify that I/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 NRDA any additional information it may find necessary or require to supplement or authenticate the Tender.
7. I/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 I/we am/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 Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided prior 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 Financial Proposal has been quoted by me/us (Envelope-C) after taking into consideration all the terms and conditions stated in the Tender and the Lease Cum Development Agreement.
11. I/We agree to keep this offer valid for "Schedule F, Part-E" days from the Tender Due Date specified in this document.
12. I/ We further certify that in regard to matters relating to Tender and integrity of the country, I/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 me/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:
or
Bank Guarantee: - may be returned to the Address given below:
17. For Applicant who has downloaded the documents directly from website-- I/we am/are enclosing the declaration (Appendix – II) 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 Authorised Signatory)
Name & Designation

Enclosure: (Envelope-B)

1. EMD in form of DD / BG (Appendix – III)
2. Power of attorney of signing of Tender (Appendix-I)
3. Cash receipt of Tender sell (in case of Downloaded Tender, Tender cost in form of DD along with Appendix-II).
4. All forms asked in the Eligibility Criteria as per Clause 9.0 of RFP Document; Form-I, Form-II and Form-III
5. Tender document with Lease Cum Development Agreement duly signed.

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

The Applicant, who has downloaded the Tender Document from the web, should read the following important instructions carefully before actually quoting the Financial Proposal and submitting the Tender documents:-

1. The Applicant 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 Applicant should ensure that no page in the downloaded Tender document is missing.
4. The Applicant should ensure that all pages in the downloaded Tender document are legible and clear and are printed on a good quality paper.
5. The Applicant should ensure that every page of the downloaded Tender document is signed by Applicant with stamp (seal).
6. The Applicant should ensure that the downloaded Tender document is properly bound and sealed before submitting the same.
7. The Applicant 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 Applicant 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

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

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for **"Allotment of Land for Development of 5 Star Deluxe Resort, Sector 24, Naya Raipur", by the Naya Raipur Development Authority,(NRDA) (the "Authority")** including but not limited to signing and submission of all applications, Tenders 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 Tender, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Tender 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, 2016.

For _____
(Signature)

(Name, Title and Address) Witnesses:

1

2.

(Signature)

(Name, Title and Address of the Attorney)

Accepted [Registered]

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 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 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 registered in the jurisdiction where the Power of Attorney is being issued.

DECLARATION for Downloaded Tender

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

It is to certify that:

1. I / We have submitted the Tender 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 Applicants who have downloaded the Tender document 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 / 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:

(Applicant)
Sign with seal

Format of Irrevocable Bank Guarantee for Earnest Money Deposit (EMD)

B.G. No.

Dated:

1. In consideration of you, Chief Executive Officer, Naya Raipur Development Authority, having its office at Capitol Complex, Sector-19, Naya Raipur – 492002, Chhattisgarh (hereinafter referred to as the “NRDA”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of _____ and having its office at _____ and acting on behalf of the Tendered (hereinafter referred to as the “Applicant” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), “**Allotment of Land for 5 Star Deluxe Resort in The Sector – 24, Naya Raipur (hereinafter referred to as “the Project”)** pursuant to the Tender Document no. ----- issued in respect of the Project and other related documents (hereinafter collectively referred to as “Tender Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____(hereinafter referred to as the “Bank”), at the request of the Applicant, do hereby in terms of the Applicant’s Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the NIT Document by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to NRDA an amount of Rs _____ /- (Indian Rupees only) as Earnest Money Deposit (hereinafter referred to as the “Earnest Money Deposit”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.
2. Any such written demand made by NRDA stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of NRDA is disputed by the Applicant or not merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Applicant to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. _____(Indian 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 Tender Due Date or for such extended period as may be mutually agreed between NRDA and the Applicant, 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 NRDA shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Applicant to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of NRDA that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRDA and the Applicant 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 Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
7. In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Bank as the principal debtor. NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tender or the Tender validity period or the period for conveying acceptance of Letter of Award by the Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to NRDA, and the Bank shall not be released from its liability under these presents by any exercise by NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Applicant or by any change in the constitution of NRDA or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for NRDA to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NRDA may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRDA in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. The Bank Guarantee number _____, dated _____ shall be operative at Raipur and if invoked, be encashable at _____(name of bank and its branch in Raipur and branch code_____).

Signed and Delivered by _____ Bank, By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorised Signatory)
(Official Seal)

GENERAL INFORMATION OF THE Applicant

1.1 Name of the Applicant:

1.2 Date & Place of Incorporation /Registration:

1.3 Address of the Registered Office/ Corporate office and its Branch office(s), if any.

2. Details of the Authorised Signatory of the entity for the point of contact/ communication for the NRDA.

Name:

Designation:

Firm/ Company/ Address:

Telephone Number:

Mobile No:

Fax Number:

E-mail address:

Signature of the Authorised Signatory _____

(Name of the Authorised Signatory) _____

For and on behalf of _____

(Name of the Applicant) _____

Designation _____

Place/ Date _____

Mandatory Enclosures:

1. Notarised copy of certificate of incorporation

LIST OF PROJECTS

Name of the Tenderer / Applicant firm:

S. No.	Name, Location and Description of the Hotel/Resort project	Classification of the project (Star Rating)	Commencement Date of Operation of the Project	City and State in which Project is Operational
	A	B	C	
1				
2				
3				
4				
5				

Note: The projects details should be of those Hotel/Resort that are Owned, Operated & Maintained by Applicant. Projects where the Applicant has acted as operator/owner only shall not be considered as eligible projects to fulfil eligibility criteria stated in this NIT. Ongoing Projects shall not be considered.

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

Place:
Date:

Note:

- The Applicant shall submit the certificate from Municipal Corporation or any other Government agency/department/undertaking/body to claim the ownership of 5 star deluxe Hotels/Resorts.
- The Applicant shall submit the certificate from Ministry of Tourism, GoI to claim the experience of Operation & Maintenance and classification of 5 star deluxe Hotels/Resorts.
- The Applicant shall submit Notarized copy of the building permission / Commencement and building completion certificates issued by the Building permission Authority or any other document issued by the Municipality /Government bodies in support of geographical presence in Hotel and Restaurant business in at least 2 states of India.

FINANCIAL CAPABILITY OF THE APPLICANT

Name of Applicant Firm:

Particulars	2014-15 (INR. In Cr.)	2013-14 (INR. In Cr.)
Net worth of the Applicant as on March 31, 2014 or March 31, 2015 (INR. In Cr.)		

Signature of the applicant

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (name of bidder), we M/s , Chartered Accountants/ Statutory Auditors, certify that the above information is correct.

Signature and Seal of
Chartered Accountants/Statutory Auditors

Note: Net worth amount shall not be considered for evaluation if the certificates are not signed and stamped by the auditor/CA certifying Net worth of the Applicant.

Envelope - C
FINANCIAL PROPOSAL

Tender for Allotment of Land for Development of 5 Star Deluxe Resort, Sector 24, Naya Raipur

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. 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 Tender Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
4. 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.
5. 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
6. 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
7. 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 Financial Proposal specified in the table below for the development of allotted Land for Development of 5 Star Deluxe Resort, Sector 24, Naya Raipur.

Particulars	Area of plot	Upset Price	Tendered premium rate per acre	
	(in acre)	(INR Lakh/acre)	INR In Figure	INR In Words
5 Star Deluxe Resort, Sector 24	13.28	73.80		

8. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Tender Due Date specified in the RFP.
9. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
10. I/We agree and understand that a bid amount of less than INR 73.80 Lakh per acre for Land Premium shall be considered as non-responsive and shall not be considered for evaluation.
11. 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 lease amount as per **Clause 8 (vi)** of RFP Document, within 90 (Ninety) days of issue of the Notice of Award (NoA), or to execute the Agreement within the time specified in the tender document notice.

Signature of Witness

Dated - / /2016

Name:

Address of the Witness

Occupation of the Witness

Signature of the Authorised Signatory

Dated - / /2016



Naya Raipur Development Authority

Utility Block, Capitol Complex, Sector – 19, Naya Raipur, 492 002, Chhattisgarh
T: +91.771.251.1500 W: www.nayaipur.gov.in