

Allotment of Plot for Housing Development in the Sector-30, A-6 on License Basis



Tender No. 2759-A6/R94-PRJ/NRDA/2014

OCTOBER 2014



NAYA RAIPUR DEVELOPMENT AUTHORITY

1st Floor, Utility Block, Near Mantralaya, Capital Complex
Sector-19, Naya Raipur (C.G.)

Ph. 0771-2511500, Fax : 0771-2511400,

Websites: ceo@nayaraipur.com, www.nayaraipur.gov.in

PRESS NOTE

Don't Miss !!!

Grand Invitation

Great Opportunity !!!

for **Group Housing Project** in Sector-30 in Naya Raipur.



NRDA Invites tender from eligible builders/developers for allotment of plots for Group Housing Project in Naya Raipur.

| Plot No. | FAR | Area (Sq.M.) | EMD Cr. | Upset Price (Rs. Per Sq.M) |
|-----------------|-----|--------------|---------|----------------------------|
| A6 in Sector-30 | 1.5 | 30109 | 1.78 | 5932 |
| B7 in Sector-30 | 1.5 | 18965 | 1.12 | 5932 |
| D6 in Sector-30 | 1.8 | 36176 | 2.28 | 6328 |

The eligibility criteria along with detailed tender documents same can be downloaded from the website www.nayaraipur.gov.in. Tender in the prescribed format shall be submitted in physical form so as to reach the office at CEO, NRDA not later than 19.11.2014 by 3.00 PM. Any Modification/ corrigendum/ addendum will not be published in News paper but the same shall be uploaded in the website Only.



NAYA RAIPUR DEVELOPMENT AUTHORITY

Utility Block, Capitol Complex, Sector- 19
Naya Raipur, 492002 (C.G.)

T: 0771.251.1500, W: www.nayaraipur.gov.in

Chief Executive Officer

| | | |
|----|---|--------------------------|
| 1. | Last Date of Sale of Tender Document | 14/11/2014 |
| 2. | Last Date of Submission of Tender | 19/11/2014 upto 3:00 P.M |
| 3. | Date of Opening of Envelope | 19/11/2014 at 3:30 P.M |

Contents

| No. | Particulars | Page No. |
|--|--|----------|
| Volume - I Notice Inviting Tenders | | |
| 1. | About Naya Raipur | 3 |
| 2. | Disclaimer | 3 |
| 3. | Notice Inviting Tender | 5 |
| 4. | Schedule "F" | 9 |
| 5. | Schedule-F, Part -A- Particulars of the Plot | 10 |
| 6. | Schedule-F, Part-C- The broad development control parameters | 11 |
| 7. | Schedule-F, Part-B - Minimum Eligibility Criteria & Payment conditions | 11 |
| 8. | Schedule-F, Part-D - Minimum Development Obligations | 12 |
| 9. | Schedule-F, Part-E – Earnest Money Deposit (EMD) | 12 |
| 10. | Schedule-F, Part-F – Cost of Tender Document | 12 |
| 11. | Schedule-F, Part-G – Important Tender Dates | 13 |
| 12. | Letter of Proposal | 14 |
| 13. | IMPORTANT INSTRUCTIONS TO TENDERER | 16 |
| 14. | Appendix-I | 17 |
| 15. | Appendix-II | 18 |
| 16. | Appendix-III | 19 |
| 17. | Form - I | 21 |
| 18. | Form - II | 22 |
| 19. | Form - III | 23 |
| 20. | Appendix - IV | 24 |
| Volume - II Draft License Developer 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 Adhiniyam, 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 Speciality hospitals 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 Adhiniyam, 1973, Naya Raipur Development Plan 2031 and "Chhattisgarh Bhumi Vikas Niyam 1984" as applicable from time to time.

DISCLAIMER

- I. The tender document contains two volumes

| | |
|-------------------|--|
| Volume -I | Notice Inviting Tenders |
| Volume -II | Draft License Developer Agreement |

- II. The information contained in the Tender 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 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.
- III. Though adequate care has been taken in the preparation of this Tender Document, 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.
- 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. 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.
- 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.

- 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
- VII. 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.
- VIII. 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.
- IX. 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.
- X. 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 may be, for the Consultancy and the NRDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- XI. 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.

**NOTICE INVITING TENDER
For**

Allotment of Plot for Housing Development in the Sector-30, A-6 on License Basis, Naya Raipur

1. Sealed tenders are invited for allotment of Plot for Housing Development in the Sector-30, A-6 on License Basis, Naya Raipur. As per Minimum Eligibility Criteria given in Schedule “F”, Part – “B”

The details of Plot are as follows –

| | | |
|----|-------------------------|------------------------|
| 1. | Plot Size | 30109 Sqm |
| 2 | Upset Price Per Sqm | Rs 5932 |
| 3 | Location | Sector 30, A-6 |
| 4 | Land Use | Residential |
| 5 | Type of Development | High Density High Rise |
| 6 | Permissible FAR | 1.5 |
| 7 | EMD | Rs 1.78 Crores |
| 8 | Cost of Tender Document | Rs 5000/- |

2. The indicative site plan is attached at **Schedule “F”, “Part A”**. Allotment of Plot for Housing Development in the Sector-30, A-6 on License Basis 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 | 19/11/2014 up to 3.00 pm |
| Date of opening of Technical Proposal | 19/11/2014 at 3.30 pm |
| Date of opening of Financial Proposal | Will be intimated |

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, Operation and maintenance Obligations (Essential Facilities): 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 scheduled bank payable at Raipur or in format 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.
- iv. EMD of the unsuccessful person shall be returned within a period of **two (2) weeks** from the date of acceptance of the allotment to 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 license 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. General: Deleted

9. 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”** 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 register the license agreement (for development rights) **within 90 (ninety) days** from the issue of the NoA at its own cost, bearing all the expenses on stamp duty, registration charges, cost of map and any other charge which is applicable at the time of the registration. In the event the successful Tenderer fails to deposit the amount or fails to sign and register the agreement within the stipulated period 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 15 days** of the registering of the License Agreement.
- v. The physical possession of the plot shall be handed over to the lessee after registration of the License Agreement & 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.
- vi. The payment schedule of the land Premium shall be as per **“Schedule-F , Part-B”**
- 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 will be submitted in **Single Envelopes "A"**. The 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 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

- i. The Bank Draft for EMD payable to the Chief Executive Officer, Naya Raipur Development Authority in any Nationalised /Scheduled Bank at Raipur or Bank Guarantee as per **Appendix-III**.
- ii. The Xerox copy 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 Demand Draft as per **“Schedule-F, Part-F” (Non Refundable)**
- iii. Power of Attorney set out in **APPENDIX-I**.
- iv. Documents in support of eligibility criteria as per **“Schedule-F Part-B”**
- v. whole Tender document (**Volume-I & II**) Duly signed

Envelope “C” - It will contain Financial Proposal

10. Sealing and Marking of Proposal

- i. The TENDER shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory having Power of Attorney. All the alterations, omissions, additions, or any other amendments made to the TENDER shall also be initialed 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 of Tenderer
 - b. person and phone numbers
 - c. Name and Address of Tender Due Date
 - d. Contact

- iii. All envelopes shall be addressed to:

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

11. **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.

12. **Selection of Successful Bidder :**

Bidder shall be rank H1, H2, H3 etc. In decreasing order of their financial proposal. The selection will be made on the basis of **highest premium per square meter quoted by the bidder.**

13. **Dates of opening of tender** The important Tender dates shall be as per “**Schedule-F, Part G**”

14. **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.

15. **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 Approval)** -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 9.0** of the Tender
- iii. **For the stage after 1st Premium payment and before registration of deed-** If the Tenderer fails to register the license 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.

16. **Mortgage**

The **Developer shall not be entitled to mortgage, hypothecate or otherwise create any charge or encumbrance as security upon the Project Land, except as provided in the draft agreement.** However, the Developer shall be entitled to mortgage the Development Rights under this agreement, as per applicable laws 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.

17. **GENERAL TERMS AND CONDITIONS**

- i. The terms and conditions based on which the Tenderer is selected for allotment of land shall be an integral part of the licence Agreement.
- ii. The Developer shall be responsible for obtaining at his cost all the statutory approvals/ permits/ License/ permission including diversion of the land 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 license, 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.

18. LICENSE PREMIUM

During the term of the license Period, allottee shall have to pay an **annual license fee of 0.25%** of total premium amount. The amount shall be deposited in advance every year on first day of April. In case of license agreement is signed in the middle of the year then the fee shall be charged proportionally.

19. DRAFT LICENSE DEVELOPER AGREEMENT — (Volume-II)

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”

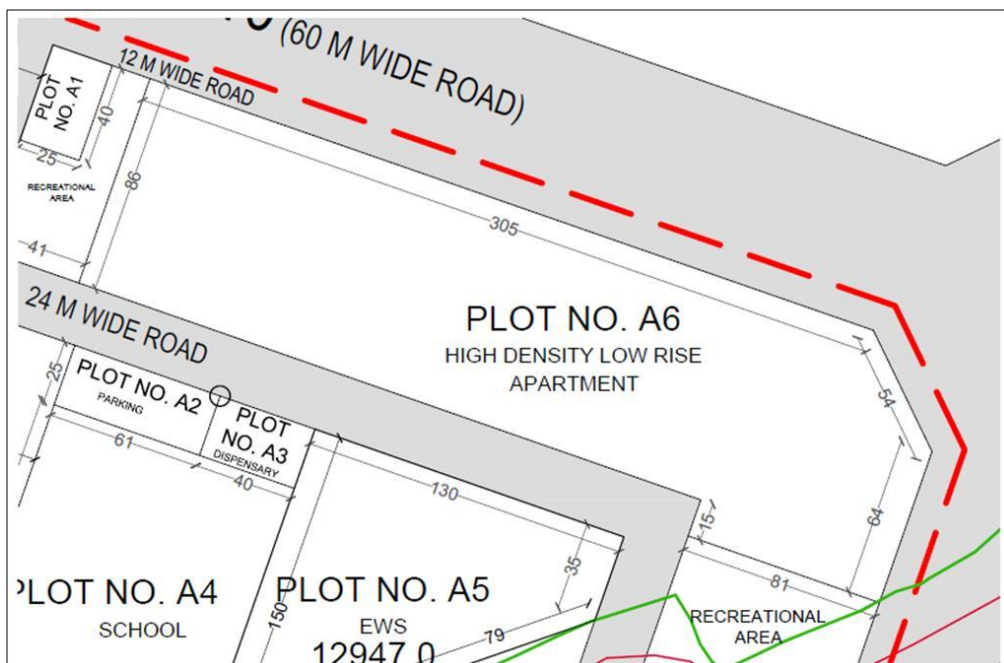
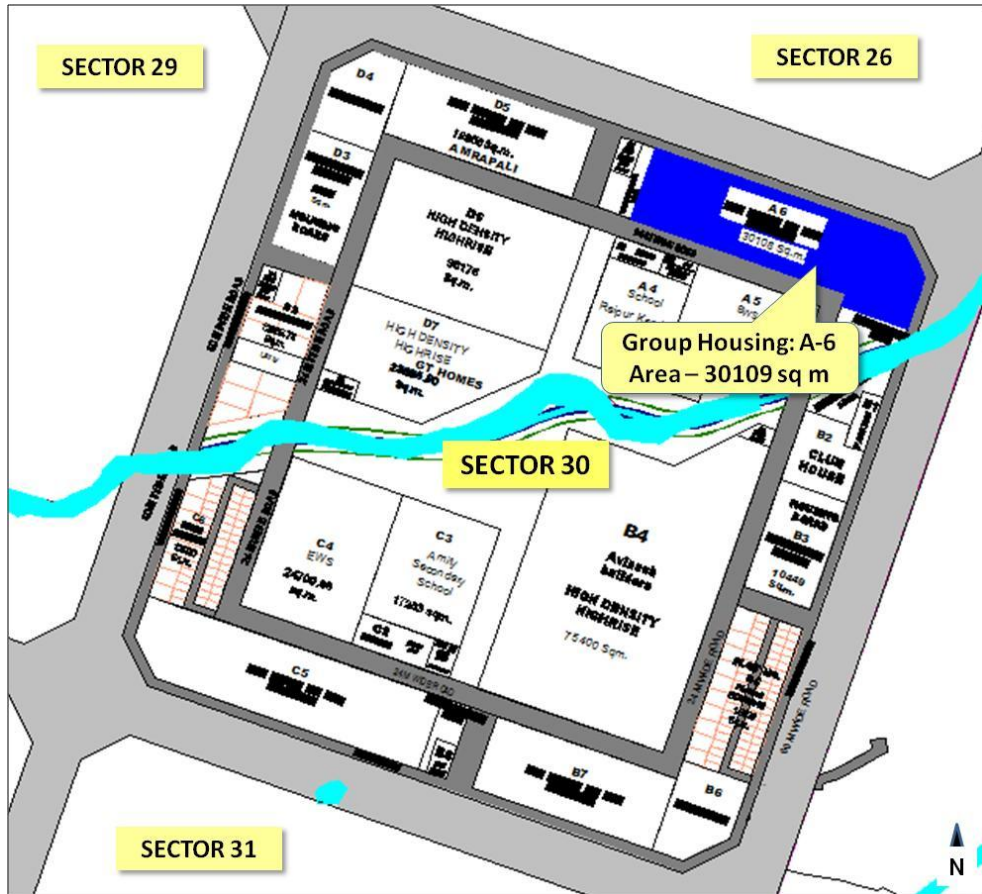
**Chief Executive Officer
Naya Raipur Development Authority
Raipur (C.G.)**

Schedule –“F”

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

Tender: Recalling of tender of Plot for Housing in Sector – 30, A-6 of Naya Raipur –on license (Development Rights)

The various component of for the said work is put for approval as given below



Details of Project

| Particulars | Area | Upset Price per SQM |
|--------------------|-------------|----------------------------|
| Group Housing | 30109 SQM | Rs 5932 /- |

1. Schedule-F, Part-C- The broad development control parameters

| S.No. | Development Control | Parameter |
|--------------|----------------------------|------------------------|
| 1 | Type of Development | High Density High Rise |
| 2 | Landuse | Residential |
| 3 | Maximum Ground Coverage | 30% |
| 4 | Maximum FAR | 1.5 |
| 5 | Maximum Height | 26 m |

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

Any individual, proprietor or partnership firm, private or public limited company registered in India, having following experience and eligibility can submit tender – (Form-II Attach)

A. The tenderer as a developer should have, within last Seven years (i.e. ending 2013-14) completed the development and construction of Residential/Commercial project with infrastructure for services having aggregate Built Up area of 15055 sqm.(form-II)

B. The Tenderer should have Minimum Net worth of Rs 18 crores as on 31st March 2014 (Form-III) Following documents are required to be submitted in support of the Minimum Eligibility criteria

- (i) **(Form-I)** In case of tender by **a company**, its Board resolution, authorizing the applicant to sign on behalf of the company should be attached along with the following documents
 - a) list of directors duly certified by the Statutory Auditor/ Chartered Accountant
 - b) list of share holders with number of allotted shares duly certified by the Statutory Auditor/ Chartered Accountant
 - c) copy of its Memorandum and Article of Association

- (ii) **(Form-I)** In case of a tender by a **partnership firm** all the partners are required to sign the tender document and the enclosures. In case the documents mentioned above are not signed by all the partners but signed by only one partner, necessary authorization letter from all the other partners should be enclosed. The following documents should be enclosed:
 - a) Certified copy of duly registered partnership deed
 - b) Certified copy of Certificate issued by the Registrar of firms

(iii) Document required as proof of experience:

The tenderer as a developer should have, within last seven years (i.e. ending 2013-14) completed condition “A” above (Form-II) .The experience should be supported by

- a) Notarized copy of the building permission certificates issued by the Building permission Authority.
- b) **Notarized copy of the building completion certificates issued by the Building permission Authority or Any other document issued by the Municipality /Government bodies in support of Building Completion.**

(iv) **The Tenderer should have Minimum Net worth “B” above Net worth for this purpose is defined as(Form-III):**

- For Company: Net Worth = (Subscribed and Paid-up Capital + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + Intangible assets + accumulated losses)
- For Partnership Firm: Net Worth = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners
- For Proprietorship firm: Net Worth = Total Assets – Total Liability

The definition of 'Paid-up Capital', 'Reserves', 'Intangible assets', 'Accumulated losses', 'PAT' and 'Depreciation' shall be as per the accounting code of the India

Payment Conditions:

| 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% (Twenty Five percent) of Land premium + 7% simple interest on total Balance Premium | Before 30 days of completion of Second Anniversary of the NoA |
| 3 | 25% (Twenty Five percent) of Land premium + 7% simple interest on total Balance Premium | Before 30 days of completion of Third Anniversary of the NoA |
| 4 | 25% (Twenty Five percent) of Land premium + 7% simple interest on total Balance Premium | Before 60 days of completion of Fourth Anniversary of the NoA |

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

Development Period & Milestones:

- i. The Developer shall construct and **complete minimum 20%** of the Dwelling Units in all respect **within three years from the date of issue of NoA .**
- ii. The Developer shall construct **complete minimum 50%** of the Dwelling Units in all respect **within five years from the date of issue of NoA**
- iii. The Developer shall construct **complete minimum 90%** of the Dwelling Units in all respect **within seven years from the date of issue of NoA**
- iv. The Developer shall construct complete **remaining number of the Dwelling Units in all respect within nine years from the date of issue of the Notice of Award (NoA).**
- v. **Scheduled Project Completion Date:** Means the last day of 108(one hundred and eight) months starting from the **90 days of issue of NoA or the date on which NRDA hand over Assets, to the Developer, whichever is later**

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

- i. **Rs 1.78 Crore -/ (Rupees One Crore Seventy Eight Lacs only) in the form of DD or in the form of BG (As per Appendix-III)**
- ii. **Validity of Tender : 120 days**
- iii. **Validity of BG : Validity of Tender + 60 days**

5. Schedule-F, Part-F- Cost of tender Document

Rs 5,000/ in the form of DD favoring “Naya Raipur Development Authority”, payable at Raipur.

6. Schedule-F, Part-G- Important Tender Dates

| | |
|---|------------------------|
| Date call of Tender | 20/10/2014 |
| Last Date of sell of Tender | 14/11/2014 |
| Last Date of submission of Tender | 19/11/2014 by 3:00 PM |
| Date of opening of Technical Bid i.e Envelope B | 19/11/2014 at 3:30 PM |
| Date of opening of financial bid | Will be informed later |

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

Dated:

To

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

Sub: Tender for Allotment of Plot for Housing Development in the Sector – 30, A-6 on License Basis, Naya Raipur

Dear Sir,

1. With reference to your Tender document dated, I/we, having examined the Proposal Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal 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 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
 - a. 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
 - b. Bank Guarantee :- may be returned to the Address given below:-
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 form of DD / BG (**Appendix – III**)
2. Power of attorney of signing of proposal(**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 “**Schedule-F, Part-B**”; **Form-I, Form-II, Form-III**
5. 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

Appendix-I

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

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for "**Allotment of Plot For Housing Development In The Sector – 30, A-6 On License Basis in 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.

(Signature)
(Name, Title and Address of the Attorney)

Accepted [Notarised]

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 Consultant 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.*

Appendix-II

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 seal

Appendix-III

Format of 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 “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), **Allotment of Plot For Housing Development In The Sector – 30, A-6 On License Basis, Naya Raipur**, Naya Raipur (hereinafter referred to as “the Project”) pursuant to the Tender Document no. Dated..... issued in respect of the Project and other related documents (hereinafter collectively referred to as “Tender Documents”), we [*Name of the Bank*] having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Tenderer, do hereby in terms of the Tenderer Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the NIT Document by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to NRDA an amount of Rs _____/- (Indian Rupees only) as 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 Tenderer if the Tenderer shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Tender Documents.
2. Any such written demand made by NRDA stating that the Tenderer is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of NRDA is disputed by the Tenderer or not merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Tenderer to fulfill and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Indian Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two hundred and forty) days from the Tender Due Date or for such extended period as may be mutually agreed between NRDA and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till 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 Tenderer is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of NRDA that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRDA and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.

7. In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Bank as the principal debtor. NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to NRDA, and the Bank shall not be released from its liability under these presents by any exercise by NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Tenderer or by any change in the constitution of NRDA or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch 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 Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NRDA may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRDA in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. The Bank Guarantee number _____, dated _____ shall be operative at Raipur and if invoked, be encashable at _____ (name of bank and its branch in Raipur and branch code).

Signed and Delivered by

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

**(Signature of the Authorised Signatory)
(Official Seal)**

GENERAL INFORMATION OF THE TENDERER

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

2. Details of the Authorised Signatory of the Firm for the point of contact/ communication for the
NRDA. Name :
Designation :
Proprietorship/ Firm/ Company/ Consortium 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 Tenderer) _____
Designation _____
Place/ Date _____

Mandatory Enclosures:

1. Notarised copy of certificate of incorporation

FORM - II

**LIST OF PROJECTS (EXECUTED) IN
LAST 7 YEARS TILL THE DATE OF SUBMISSION OF TENDER**

Name of the Tenderer / Applicant firm:

| Sl. No. | Name, Location and Description of the completed projects | Total Floor Area Built under the Project (sq.ft.) | Capital Cost of the Project (Rs., Cr.) | Month & Year of completion of the project | Status of the Projects |
|--------------|--|---|--|---|------------------------|
| | A | B | C | D | E |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| Total | | | | | |

Note : The projects details should be those that are developed by Tenderer.
Projects where the Tenderer has acted as contractor only shall not be considered as eligible projects to fulfill eligibility criteria stated in this RFP.

Signatory

Signatures of the Tenderer
(Name & Designation of the Authorized
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.

FINANCIAL CAPABILITY OF THE APPLICANT

Name of Applicant Firm:

| Particulars | 2013-14 |
|---|---------|
| Net worth of the Applicant firm as per certificate of the Independent / Statutory Auditor | |

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 this certificate is not signed and stamped by the auditor/CA certifying Net Worth

APPENDIX-IV

Tender for Allotment of Plot for Housing Development in the Sector – 30,
A-6 on License Basis in Naya Raipur

1. I Shri/Smt/Ms _____ S/D/W/o _____ duly authorised by _____ Individual/ Proprietor/ Partnership Firm/ Private / Public Limited Company to submit this Tender, here by submit the Tender in the form of the premium rate per sqm specified in the table below for Allotment of Plot for Housing Development in the Sector – 30, A-6 on License Basis, Naya Raipur -

| Particulars | Area of plot (in Sq.m) | Tendered premium rate per Sq.m | |
|--|---------------------------|--------------------------------|--------------|
| | | Rs. In Figure | Rs. In Words |
| Plot for Housing Development in the Sector – 30, A-6 on License Basis, Naya Raipur | 30109 | | |

2. Should this Tender be accepted, I/We hereby agree to abide by and fulfill 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.
3. 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 - / /2014

Signature of the Authorised Signatory

Dated - / /2014

Name:

Address of the Witness

Occupation of the Witness