



## **NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA)**

**Request for Proposal (RFP) FOR**

### **Development of Theme Township with Golf Course at Naya Raipur, Chhattisgarh**

## **AMENDMENTS**

In continuation to Request for Proposal No. 4226/268/9-CEP/NRDA/2011 dated 10.08.2011 for "Theme Township with Golf Course at Naya Raipur". The following amendments are made, namely.

**1. The following words are added to sub clause (b) of Clause 3.4.2 (Minimum Equity Commitment) of Volume I: Section I Instructions to Bidders -**

*"Further, the lead member shall continue to hold a minimum of 14% of the paid-up equity share capital of the Authorisee during the remaining Authorization Period"*

**2. The following words are added to sub clause (b) of Section 5.2.1, (Obligation relating to Shareholding of the Preferred Bidder in Authorisee) of Volume II: Authorisation Agreement Section -**

*"Further, the lead member shall continue to hold a minimum of 14% of the paid-up equity share capital of the Authorisee during the remaining Authorization Period"*

**3. In Section 5.2.1, (Obligation relating to Shareholding of the Preferred Bidder) of Volume II: Authorisation Agreement Section I, the following new sub Clause is inserted -**

*"d. Any transfer of paid up and subscribed equity share capital of the Authorisee after the expiry of the Lock-in Period, shall require the prior written approval of NRDA, which shall not be unreasonably denied. After the expiry of the Lock-in Period, the Lead Member may, with the prior approval of NRDA, sell of its equity shareholding in the Authorisee to a substitute lead entity, provided such substitute entity is at least equal, in terms of Financial and Technical Capacity, to the Lead Member and provided further that such substitute entity for the Lead Member undertakes to hold at least 14% of the paid –up equity share capital of the Authorisee throughout the remaining Authorisation Period."*

**4. In Clause 1.3 of Volume I: Section I Instructions to Bidders, the paragraph - "Land parcel 2: 60 Hectare for 18 Hole Golf Course including limited residential and supporting commercial developments. The developer may suggest any revisions in the site area within 30 days from the date of issue of Letter of Intent (LoI) for NRDA's consideration and approval. However, NRDA reserves the right of acceptance" is substituted by the following paragraph, namely -**

*"Land parcel 2: 60 Hectare for 18 Hole Golf Course including limited residential and supporting commercial developments. The developer may suggest/ request any*

revisions in the **site shape** keeping the prescribed area of 60 Hectare unchanged, within 30 days from the date of issue of Letter of Intent (LoI) for NRDA's consideration and approval subject to the condition that the remaining area independently has access and marketability. However, NRDA reserves the right of accepting/ rejecting the said request”.

5. **The amendment no. 4 shall be applicable at all other places in the RFP Document wherever it is relevant.**

6. **In Sub Clause (c) (iv) of Clause 6.4.3 (Evaluation of Price Bid) of Volume I Section I: Instructions to Bidders, the text - “The total land premium amount payable by ... in Clauses 7.9 hereof” is substituted by the following text, namely –**

*“The total land premium amount payable by ..... In **Clauses 7.6** hereof”.*

7. **In Volume I: Section II: Formats for Bid Submission Part B: Capability Statement, the text in contents page – “Part B: Formats for Capability Statement” is substituted by the following text, namely –**

*“Part B: Formats for Capability Statement and Technical Capability”*

8. **In Sub Clause (d) of Section 4.2 (Sub-Leases & Licenses) of Volume II: Authorisation Agreement Section I, the paragraph - “The Authorisee shall not sublease whole or part of Land comprising the Project Site, leased to it by the Grantor, to any person in any form or under any arrangement, device or method. This is an essential condition of this Agreement, the breach of which shall constitute an Authorisee Event of Default that shall entitle the Grantor to terminate this Agreement in accordance with the Provisions of Article 16 hereof.” is substituted by the following paragraph, namely –**

*“The Authorisee may, with the prior written approval of the NRDA, sublease a maximum of 20% of the total net residential area in the township gross area of 54 hectares, in the form of developed plots (in place of built-up dwelling units). Provided the sub-leasing of such plots, shall be completed within 7 years from the date of signing of the Authorisation Agreement. For avoidance of doubt, it is be clarified here that individual plot sizes, for the purpose of marketing and subleasing , may be decided by the developer, however, collectively, the total land area of the transferable plots shall not exceed 20% of the total net residential area.”*

*“**Total Net Residential Area**” under the Clause means the land area of residential purpose after deduction of land area for common infrastructures, roads, open area, green area, and area identified for amenities and facilities, as per the layout approved by the competent authority, from the gross land area of 54 Ha.*

*Save and except as otherwise provided herein, the Authorisee shall not sublease whole or part of Land comprising the Project Site, leased to it by the Grantor, to any person in any form or under any arrangement, device or method. This is an essential condition of this Agreement, the breach of which shall constitute an Authorisee Event of Default that shall entitle the Grantor to terminate this Agreement in accordance with the Provisions of Article 16 hereof”.*

9. **In Section 5.1.16 (Dwelling Units for Low Income Group) of Volume II: Draft Authorisation Agreement the Section 5.1.16 is renumbered as Section 5.1.16 (A).**
10. **In Sub Clause (d) of Section 5.1.16 (A) (Dwelling Units for Low Income Group) of Volume II: Draft Authorisation Agreement, the text - “The carpet area of EWS Units shall not be more than 48 sq.m and the construction of these units in all respects shall be completed as per the Project Implementation Schedule given in Appendix 5.” is substituted by the following text, namely –**  

*“The carpet area of LIG Units shall not be more than 48 sq.m and the construction of these units in all respects shall be completed as per the Project Implementation Schedule given in Appendix 5”*
11. **In Section 5.1.16 (A) (Dwelling Units for Low Income Group) of Volume II: Draft Authorisation Agreement, the following new sub Clause is inserted -**  

*“f. The Authorisee shall have the right to determine and fix the Prices in respect of the LIG category dwelling Units on the basis of affordability of the beneficiaries belonging to LIG Category as defined in the RFP and prevalent market conditions.”*
12. **The amendment no. 9, 10 and 11 shall be applicable at all other places wherever the pricing of LIG dwelling units has been referred to and replaces the methodology of fixing the LIG units pricing mentioned in the RFP document including the draft Concession Agreement.**
13. **In Section 5.1.16 (Complimentary Membership of Golf Facility) for NRDA of Volume II: Draft Authorisation Agreement the Section 5.1.16 is renumbered as Section 5.1.16 (B).**
14. **The amendment no. 13 shall be applicable at all other places in the RFP Document wherever it is relevant.**
15. **In Sub Clause (b) of Section 6.2.2 (Tests) of Volume II (Draft Authorisation Agreement), the text - “within one (1) month from the date of inspection in accordance with Sub Section (i) above, the Independent Engineer shall issue a provisional certificate (the “Provisional Certificate”) on successful completion of the Tests if the “TTGC Project” or any component/part thereof to the Independent Engineer’s reasonable satisfaction, can legally, safely and reliably be placed for habitation, use and occupation of the Allotees despite certain items of work or things forming part thereof (being within the scope of Works) not being complete as such works and things do not, in any manner whatsoever, affect the safety or habitability of the TTGC in any material respect (“Punch List Items”). The Provisional Certificate shall specify the date on which, in the Independent Engineer’s opinion, the Project or any part/component thereof was substantially completed and ready for habitation.” is substituted by the following text, namely–**

*“within one (1) month from the date of inspection in accordance with **Sub Section (a)** above, the Independent Engineer shall issue a provisional certificate (the “Provisional Certificate”) on successful completion of the Tests if the “TTGC Project” or any*

*component/part thereof to the Independent Engineer's reasonable satisfaction, Can legally, safely and reliably be placed for habitation, use and occupation of the Allottees despite certain items of work or things forming part thereof (being within the scope of Works) not being complete as such works and things do not, in any manner whatsoever, affect the safety or habitability of the TTGC in any material respect ("Punch List Items"). The Provisional Certificate shall specify the date on which, in the Independent Engineer's opinion, the Project or any part/component thereof was substantially completed and ready for habitation."*

- 16. In Sub Clause (e) of Section 6.2.2 (Tests) of Volume II: Draft Authorization Agreement, the paragraph - "The Authorisee shall bear all the expenses relating to Tests under this Agreement. Provided, however, if the NRDA requires the Authorisee to conduct any Test that is not specified in this Agreement, the NRDA shall forthwith reimburse to the Authorisee the expenses incurred by the Authorisee thereon" is substituted by the following paragraph, namely –**

*"The Authorisee shall bear all expenses relating to conducting necessary tests required for successfully implementing the Project either for construction or for operation"*

- 17. In Sub Clause (b) (iii) of Section 7.1 (Independent Engineer) of Volume II (Draft Authorisation Agreement), the paragraph - "The replacement of the Independent Engineer shall be effected so as to maintain the continuity in supervision and monitoring of the Project by the Independent Engineer up till", is substituted by the following paragraph, namely-**

*"The replacement of the Independent Engineer shall be effected so as to maintain the continuity in supervision and monitoring of the Project by the Independent Engineer up till issuance of Construction Completion Certificate/ Project Completion Certificate as per terms and conditions of the RFP"*

- 18. In Section 8.4.3 (Annual Lease Rentals) of Volume II: Draft Authorisation Agreement, the paragraph - "In the event of delay of up to four weeks from the due date in the payment of the Annual Lease Rental, the Authorisee shall pay to NRDA interest on the due amount at the rate of Bank Rate plus 2% (two percent) for the period from the due date until the date of payment.", is substituted by the following paragraph, namely-**

*"In the event of delay of up to four weeks from the due date in the payment of the Annual Lease Rental, the Authorisee shall pay to NRDA interest on the due amount at the rate of Prevailing **State Bank of India PLR plus 2% (two percent)** per annum for the period from the due date until the date of payment."*

- 19. In Sub Clause (d) of Section 8.4.7 (Charges and Prices) Volume II: (Draft Authorisation Agreement), the paragraph - "The Authorisee shall be free to charge differential rates of Charges and Prices from different category of users, give discounts to bulk users or for timely or early payment; provided that the Authorisee shall in this behalf, wherever applicable, be in compliance with the Applicable Laws, terms of Applicable Permits, statutory or mandatory requirements of Government Authorities, if any, and Good Industry.", is substituted by the following paragraph-**

*“The Authorisee shall be free to charge differential rates of Charges and Prices from different category of users, give discounts to bulk users or for timely or early payment; provided that the Authorisee shall in this behalf, wherever applicable, be in compliance with the Applicable Laws, terms of Applicable Permits, statutory or mandatory requirements of Government Authorities, if any, and Good Industry practices.”*

- 20. In Clause (b) of Section 16.7 (Vesting Certificate) of Volume II: (Draft) Authorisation Agreement, the paragraph -** “The divestment of all rights, title and interest in the Project, Project Assets and the IT SEZ shall be deemed to be complete on the transfer date, but no later than 30 (thirty) days thereafter, by when all the requirements of Section 16.5 above shall be fulfilled.”, is substituted by the following paragraph-

*“The divestment of all rights, title and interest in the Project and Project Assets shall be deemed to be complete on the transfer date, but no later than 30 (thirty) days thereafter, by when all the requirements of Section 16.5 above shall be fulfilled.”*

- 21. In Annexure - A6 (Project Development Commitment) of Volume I: Request For Proposal, Section III (Formats for Bid Submission), The “Chief Executive Office” mentioned in the “ To” address shall be read as “Chief Executive Officer.”**

- 22. In Annexure A7 (Format for Consortium Agreement) of Volume II: Draft Authorisation Agreement, Annexure - A7 to be substituted with revised Annexure - A7 (revised) enclosed to this Addendum.**

- 23. In Annexure - B4 (Letter of Undertaking for Technical Bid) of Volume I: (Request For Proposal), Section III (Formats for Bid Submission) the following text to be added, namely-**

*“Further, it is clarified that the allotment price of Rs.2.5 lacs for each EWS housing unit as mentioned herein is inclusive of all taxes and the allottee is required to pay only registration charges on the same”*

- 24. In Annexure-B4 (Letter of Undertaking for Technical Bid) of Volume I: (Request For Proposal), Section III (Formats for Bid Submission), Part B, Serial No. 5 –**

|          |                             |   |  |
|----------|-----------------------------|---|--|
| <b>5</b> | <b>Performance Standard</b> | As per the Performance Standards specified in Volume II of the RFP, good industry practices |  |
|----------|-----------------------------|---|--|

**is substituted by the following-**

|          |                             |   |         |
|----------|-----------------------------|---|---------|
| <b>5</b> | <b>Performance Standard</b> | As per the Performance Standards specified in Volume II of the RFP, good industry practices | Yes/ No |
|----------|-----------------------------|---|---------|

- 25. In Clause (h) of Appendix-3 (Project Facilities) of Volume II: Draft Authorisation Agreement, Section II: Appendices to Authorisation Agreement, the paragraph - “Inter-sectoral road with an ROW of 24 m – along the northern boundary of the site interfacing with the Naya Raipur City layout, as indicated in Figure 2 in Section 1 of Volume 1 of this RFP. A long strip of land of 45 m width abutting the TTGC site boundary will be provided to the developer for construction purpose of the road. The developer / authorisee will be responsible to develop this road as per the design and construction specifications to be provided by NRDA and hand over to NRDA within three (3) years from the receipt of complete specifications and necessary approvals from NRDA or from the ‘Execution Date’, whichever is later. The developer / authorisee shall be given development rights for the development and transfer back of the road.”, is substituted by the following paragraph-**

*“Inter-sectoral road with an ROW of 24 m – along the northern boundary of the site interfacing with the Naya Raipur City layout, as indicated in Figure 2 in Section 1 of Volume 1 of this RFP. A long strip of land of 45 m width abutting the TTGC site boundary will be provided to the developer for construction purpose of the road. The developer / authorisee will be responsible to develop this road as per the design and construction specifications to be provided by NRDA and hand over to NRDA within three (3) years from the ‘Execution Date’. The developer / authorisee shall be given development rights for the development and the road to be transferred to NRDA/ its designated agency on **no cost basis**.”*

- 26. In Clause 7 of Appendix 8 (Draft Lease Deed) of Volume II: Draft Authorization Agreement, Section II: Appendices to Draft Authorisation Agreement, the paragraph - “PROVIDED THAT, from the beginning of 31<sup>st</sup> (thirty-first) year of the Lease Deed i.e. on the occasion of 1<sup>st</sup> (first) renewal of the Lease Deed, the Lease Rental payable per annum shall be increased by 50% on the last Leased Rental paid. Similarly the Lessee shall be required to on and from the 61<sup>st</sup> (sixty first) year of the Lease Deed i.e. on the occasion of the 2<sup>nd</sup> (second) renewal, the Lease Rental payable shall be increased by 50% on the last paid Lease Rental.”, is substituted by the following paragraph-**

*“**PROVIDED THAT**, from the beginning of 31<sup>st</sup> (thirty-first) year of the Lease Deed i.e. on the occasion of 1<sup>st</sup> (first) renewal of the Lease Deed, the Lease Rental payable per annum shall be increased upto 100% on the last Leased Rental paid. Similarly the Lessee shall be required to on and from the 61<sup>st</sup> (sixty first) year of the Lease Deed i.e. on the occasion of the 2<sup>nd</sup> (second) renewal, the Lease Rental payable shall be increased upto 100% on the last paid Lease Rental.”*

- 27. In Clause 28 of Appendix-8 (Draft Lease Deed) of Volume II: Draft Authorisation Agreement, Section II: Appendices to Draft Authorisation Agreement, the paragraph – “PROVIDED FURTHER, nothing contained in this clause 27 shall (i) absolve the Lessee from its responsibilities to perform/discharge any of its obligations under and in accordance with the provisions of this Deed; (ii) shall authorise or be deemed to authorise the Lenders to implement and execute the Project themselves; and (iii) under any circumstances amount to any guarantee from or recourse to the Lessor.”, is substituted by the following paragraph-**

*“Provided, nothing contained in this **Clause 26** shall*

- (i) *Absolve the lessee from its responsibilities to perform/ discharge any of its obligations under and in accordance with the provisions of this Deed*
- (ii) *Shall Authorise or be deemed to Authorise the lenders to implement and execute the Project themselves; and*
- (iii) *Under any circumstances amount to any guarantee from or recourse to the lesser.*

**28. In Clause 11 of Appendix-10 (TOR for Independent Engineer) of Volume II: Draft Authorisation Agreement, Section II: Appendices to Draft Authorisation Agreement, the paragraph –**

**During the Operations Phase, the Independent Engineer/Consultant would monitor, in accordance with Good Industry Practice, the operations, performance standards, repair and maintenance activities undertaken by the Authorisee so as to ensure compliance with the project requirements. The specific activities to be undertaken would include the following:**

- i. **review of the operations**
- ii. **review the performance indicators of the port facilities so as to ensure compliance with the Performance Standards specified in the Concession Agreement.**
- iii. **review the repair and maintenance plans submitted by the Authorisee from time to time so as to ensure compliance by the Authorisee with the repair and maintenance requirements.**
- iv. **inspect the port facilities at least once in three months and as when exigencies require to ascertain conformity with the project requirements**
- v. **undertake quarterly review of the various records and registers to be maintained by the Authorisee and suggest suitable remedial measures/procedures, where necessary in the event of emergency, the Independent Engineer/Consultant shall assist the Authorisee in dealing with the same and if necessary require or permit, as the case may be, the Authorisee to take such appropriate steps or measures including where necessary decommissioning of any Port facilities.**

**is substituted by the following paragraph-**

*“During the Operations Phase, the Independent Engineer/ Consultant would monitor in accordance with Good Industry Practices, the operations, the performance standards, repair and maintenance activities undertaken by the Authorisee so as to ensure compliance with the Project requirements. The specific activities to be undertaken would include the following:*

- a. *Review the operations*
- b. *Review the performance indicators of the facilities so as to ensure compliance with the performance standards specified in the Concession Agreement*
- c. *Inspect the Project facilities once in three months and as per need to ascertain the conformity with the Project requirements*

- d. *Undertake quarterly review of the various records and registers to be maintained by the Authorisee and suggest suitable remedial measures/ procedures, where necessary in the event of emergency, the Independent Engineer/ Consultant shall assist the Authorisee in dealing with the same and if necessary, require or permit as the case may be, suggest Authorisee required remedial measures.*

**29. In Appendix-10 (TOR for Independent Engineer) of Volume II: Draft Authorisation Agreement, Section II: Appendices to Draft Authorisation Agreement, the following Clause No. 13 - "Certification of the rated container handling capacity of the Port in the manner set out in this Agreement" is deleted.**

**Note:**

1. Other Terms and Conditions of the RFP shall remain unchanged.

**Chief Executive Officer**



**Annex A7 (Revised)**

***Format For***  
**CONSORTIUM AGREEMENT**  
**( INCLUDING APPOINTING AND AUTHORISING LEAD MEMBER)**  
**(In case the Bidder being a Consortium)**

**THIS AGREEMENT** is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2011 between \_\_\_\_\_ a Company registered under the Companies Act 1956 and having its registered Office at \_\_\_\_\_ (hereinafter referred to as “the Party of the First Part”) and \_\_\_\_\_ also a Company registered under the Companies Act 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as “the Party of the Second Part”) and \_\_\_\_\_ also a Company registered under the Companies Act 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as “the Party of the Third Part”) [*Depends on the number of consortium members*]

**WHEREAS**

- I. All the Parties of the First, Second and Third Part are entitled to enter into joint venture/ partnership with any person or persons including a company for carrying on the business authorised by their respective Memorandum of Association.
- II. The Parties hereto propose to participate as a Consortium for the Bid based on the Request for proposal (RFP) from Naya Raipur Development Authority for the project of Theme Township with Golf Course at Naya Raipur, Chhattisgarh (“the Bid”) by pooling together their resources and expertise.
- III. If the Parties hereto succeed in the Bid, they propose to incorporate a Special Purpose Company (SPC) which will undertake financing, designing, construction, commissioning, marketing, operation and management of the proposed Theme Township with Golf Course Project at Naya Raipur, Chhattisgarh (“the Project”).
- IV. The Parties hereto are desirous of recording the broad terms of their understanding as set out here below:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. \_\_\_\_\_ shall be the Lead Member of the Consortium for the purpose of the Bid for the Project and for all the purposes of the Project thereafter as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its name and on its behalf, that is to say:
  - (a) To act as the Lead Member of the Consortium for the Purposes of the Project;

- (b) In such capacity, to act as the Consortium's official representative for submitting the Bid Comprising Capability Statement, Technical and Price Bid for the Project and other relevant documents in connection therewith.
  - (c) To sign all the necessary documents for the Bid, including offers, papers, testimonials, statements, undertakings, applications, representations and correspondence necessary and proper for the purpose aforesaid;
  - (d) To tender documents, receive and make inquiries, make the necessary corrections and clarifications to all the documents, as may be necessary;
  - (e) To represent the Consortium at meetings, discussions, negotiations and presentations with NRDA, Competent Authorities, their Advisors and other Project related entities;
  - (f) To receive notices, instructions and information for and on behalf of the Consortium;
  - (g) To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.
2. The Parties hereto agree to carry on the business in Joint Venture on the broad terms and conditions herein through a Special Purpose Company (SPC) to be incorporated by them.
  3. The business of the SPC will be that of Developing, Financing, Constructing, Operating & Managing the Project.
  4. In the event the Parties hereto succeed in the Bid for the Project, the SPC will execute the Project in accordance with terms and conditions of the Bid document and will execute the Authorisation Agreement and all the documents / writings / papers with the NRDA and construct and commission the project in accordance with the plans/designs sanctioned by the appropriate /concerned authorities.
  5. It shall be ensured that \_\_\_\_\_ ("the Lead Member") holds at least 26% of the capital of the SPC, provided that the said equity holding is the highest among all the members, and \_\_\_\_\_ and \_\_\_\_\_ hold at least 5% of the capital of the SPC each, for a period of 9 (Nine) years from the Date of signing Authorisation Agreement. Any change in composition of the Consortium/SPC, including of Financially

non-Significant Members, shall be at the sole discretion and with prior written permission of NRDA until nine (9) years of the date of signing of Authorisation Agreement.

6. The roles and responsibilities of the Members of the Consortiums shall be as follow:

(a) The Party of the First Part (Lead Member) shall be responsible for:

- (i)
- (ii)
- (iii)

(b) The Party of the Second Part shall be responsible for:

- (i)
- (ii)
- (iii)

(c) The Party of the Third Part shall be responsible for:

- (i)
- (ii)
- (iii)

(d) Each of the Parties shall be liable and responsible jointly and severally for:

- (i) Compliance of all statutory requirements as may be applicable in respect of the Project.
- (ii) Contribute to the joint Venture all of its management and business experience, expertise, competence and acumen for the success of the Project.

*(Note: Role & responsibility of all members of the Consortium including Financially Non-significant Members shall be included in the above para)*

7. The responsibility of all the members of the Consortium shall be joint and several at every stage of implementation of the Project.

8. In case the project is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Authorisee and will comply with all the terms and conditions of the Authorisation Agreement as would be entered with the NRDA (Grantor).

9. This Agreement shall remain in full force and effect till the award and The project SPC is formed and the Authorisation Agreement is signed.

10. Nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association.

*(Note: The above provisions are mandatory, the Consortium may add any other provision, if required)*

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed and delivered for and on behalf )  
Of the withinnamed M/s..... )  
..... by its Director, ..... )  
.....duly authorised in the presence of )  
..... )

Signed and delivered for and on behalf )  
Of the withinnamed M/s..... )  
...by its Director, ..... )  
\_\_\_\_\_ )  
duly authorised in the presence of )  
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