

**Notice Inviting Tender
for
Allotment of Plot (No. 11) for
Corporate Office**

NIT no.: 4373 / 615 / 9-CEP/ NRDA/ 2013-14 Dated: 25.09.2013



NAYA RAIPUR DEVELOPMENT AUTHORITY
Capitol Complex, Sector-19, Naya Raipur, 492002 (C.G.)

Fax :07712511400 email: ceo@nayaraipur.com, Website: www.nayaraipur.com

Notice Inviting Tender for Allotment of Plots for Corporate Office

Tender Documents issued to

M/s / Shri _____

Vide MR Book No. _____, **Receipt No.** _____, **dated** ____ / ____ / 20____

**Chief Executive Officer
Naya Raipur Development NRDA
Raipur, Chhattisgarh**

NAYA RAIPUR DEVELOPMENT AUTHORITY

Capitol Complex, Sector-19, Naya Raipur, 492002

Fax :07712511400 email: ceo@nayarapur.com, Website: www.nayarapur.com

NIT no.: 4373/615/ 9-CEP/ NRDA/ 2013-14

Dated: 25.09.2013

Notice Inviting Tenders for

Allotment of Plots for Corporate Office

NRDA invites tenders from public limited companies for allotment of plots for construction of their own corporate offices in sector 24, Office Complex, Naya Raipur.

The size of plot, minimum land & development premium, eligibility criteria, terms and condition of allotment, tender form etc are set out in the Tender document which can be downloaded from the website www.nayarapur.com. The tender should be submitted so as to reach the office latest by 4.00 PM of 28-10-2013. Amendment/modification to the Tender document, if any, shall be uploaded in the website only.

Chief Executive Officer

DISCLAIMER

1. 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.
2. 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 Tenderer is satisfied that the Document is complete in all respects.
3. 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 Consultancy. 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.
4. 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

Notice Inviting Tender for Allotment of Plot (No. 11) for Corporate Office

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.

5. The NRDA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Document or arising in any way in this Selection Process.
6. 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.
7. 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.
8. 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.
9. 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 (No. 11) for Corporate Office

1. General

- 1.1 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.
- 1.2 Naya Raipur Development Authority (NRDA) entrusted with the planning and development of Naya Raipur, 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.
- 1.3 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 Corporate/Business houses in the Office Complex of Naya Raipur 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.

2. Invitation of Tenders and Direction

- 2.1 NRDA Invites Tenders for highest premium rate over and above the upset premium rate as mentioned below, in prescribed forms from eligible Tenderers for Allotment of Plot on lease for Corporate/Business houses in the Office Complex of Naya Raipur. The details are given below –

Plot No.	Area in sq. meters	FAR	Height	Ground Coverage	Upset Amount of Plot per sq. meters
11	11160	1	G+3	25%	Rs. 9860/-

2.2 The plot shall be allotted on lease for a period of 30 (Thirty) years subject to payment of lease rent at the rate of 2% (two percent) of the accepted Tender value. The lease of the plot shall be renewed for each term of 30 (Thirty) years, for two such terms subject to an increase of maximum 100% (Hundred percent) on the annual lease rent of plot at the time of renewal for each renewal, as may be decided by the Authority, under the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."

2.3 The site plan is attached at **Appendix – I**.

2.4 Minimum Eligibility Criteria

2.4.1 General Eligibility

- a. The tenderer may either be a single Company or a group of Companies (hereinafter referred to as "Group Company").
- b. The firm or the company, as the case may be should be registered in India under appropriate Act and having presence in Chhattisgarh since last 2 years.
- c. The firm or the company, as the case may be should be listed in BSE/NSE and should have positive net cash accruals during any two (2) years financial years (no negative cash accruals) out of the last three (3) financial years. Also should not have suffered any financial loss in each of last 3 (three) financial years.
- d. The Tenders would be evaluated based on the details and data furnished. NRDA's decision regarding a Tenderer's eligibility or otherwise shall be final and binding. NRDA shall be under no obligation to inform any Tenderer of the grounds of such decision.
- e. Tenderers may be required to periodically update (at times to be notified by NRDA) the information submitted in their Capability Statement with regard to the following:
 - i. Evidence of availability of financial resources;
 - ii. Audited Balance sheets including the effect of known commitments;

- iii. Any other information that might be requested;
- iv. Any information known to the Tenderer that may affect its ability to perform the contractual obligation.
- f. A Tenderer may be disqualified if it is determined by NRDA, at any stage of the Tendering process that the Tenderer fails to continue to satisfy any of the Eligibility Criteria. Supplementary information or documentation regarding the criteria may be sought from the Tenderer at any time and the same shall be so provided within the time frame stipulated by NRDA.

2.4.2 Financial Capability

- a. The Bidder should have :

Average Annual Turn-over of Rs. 500 crore (or equivalent) in the past three financial years (FY 10-11, FY 11-12 and FY 12-13)

The single currency for evaluation is Indian Rupee (INR). The conversion rate of Foreign Currencies shall not be the State Bank of India Bill Selling Rate of Exchange as on the Due Date. The above should be supported by Balance Sheet of last three years.

2.4.3 Qualification through Affiliates/ Associates and Subsidiary (ies)

- a. In computing the General and Financial Capability of the Tenderers, the Financial Capability and Experience of their respective Associates /Affiliates and Subsidiary (ies), shall also be considered. In either case, the ownership relation between the Tenderer and the Associate (s) / Affiliate(s) and Subsidiary (ies) must be explained.
- b. For purposes hereof, "Associate / Affiliate" means, in relation to the Tenderer, an enterprise in which the investor (Tenderer) has significant influence and which is neither a subsidiary nor a joint venture of the investor. The "Significant Influence" is said to be gained if the investor holds directly or indirectly through subsidiary (ies), 20% or more of the voting power (Equity Shareholding) of the investee.

- c. For the purpose hereof "Subsidiary" means in relation to the Tenderer, an enterprise that is controlled by the Parent Enterprise (Tenderer in this case). The term "Control" can be defined as the ownership, directly or indirectly through subsidiary (ies) of more than 50% of the voting power (Equity Shareholding) of an enterprise.

3. Allotment Conditions

The plot shall be allotted on lease for a period of 30 (Thirty) years subject to payment of lease rent at the rate of 2% (two percent) of the accepted Tender value. The lease of the plot shall be renewed for each term of 30 (Thirty) years, for two such terms subject to an increase of maximum 100% (Hundred percent) on the annual lease rent of plot at the time of renewal for each renewal, as may be decided by the Authority, under the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."

4. Earnest Money Deposit (EMD)

- (i) The Tender should necessarily be accompanied by (a) Earnest Money Deposit for an amount of Rs. 55.00 Lacs (Rupees Fifty Five Lacs only) and (b) Non refundable Processing fee of Rs. 10000/- (Rs Ten Thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank payable at Raipur.
- (ii) Tender without EMD and/or processing fee 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 Tenderers shall be returned within a period of Three (3) weeks from the date of acceptance of the allotment to the Successful Tenderer. EMD submitted by the Successful Tenderer shall be adjusted in the security deposit.
- (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 full amount of the Security Deposit within the stipulated time or any extension thereof provided by NRDA.

5. Validity of Tender - Tender shall remain valid for 120 days from the last date of receipt of Tender and in the event of the Tenderer withdrawing the Tender in the validity period i.e. before the expiry of 120 days, for any reason whatsoever; earnest money deposited with the Tender shall be forfeited and appropriated by the NRDA.

6. Payment of the Premium –

- 6.1 The successful Tenderer (H1) shall be required to pay minimum 25% of the Total Land Premium quoted and accepted, within 30 (thirty) days of the issuance of the NoA, failing which the NoA shall be annulled and the earnest money shall be forfeited and appropriated by NRDA. NRDA shall have the right to award the Project to the next Highest Bidder (H2), if H2 agrees to match the Price Bid of H1 or otherwise, as decided by NRDA. The remaining Land Premium shall be paid in three equal yearly installments over a period of three years from the date of Signing of Land Lease Deed.
- 6.2 After payment of the 25% of the Total Land Premium, Letter of Allotment (LoA) shall be issued to the successful Tenderer by NRDA. The successful Tenderer shall execute lease deed as per conditions setout in clause no. 12 of this NIT, within 90 (Ninety) days from the date of issue of LoA.
- 6.3 The successful Tenderer shall furnish an unconditional and irrevocable Bank Guarantee from a Nationalised /Scheduled bank having a branch in Raipur, Chhattisgarh, in favour of NRDA , at the time of signing of Land Lease Deed for the remaining instalments of the Land Premium comprising the remaining amount of the Total Land Premium. The said Bank Guarantee shall be valid for 4 years from the date of signing of Land Lease Deed or till the successful Tenderer makes the full payment of the Total Land Premium to NRDA, whichever is later.
- 6.4 The Bank Guarantee shall be stepped down on pro-rata basis against the payments received by NRDA for subsequent instalments. The format for Bank Guaranty for the remaining amount of the Total Land Premium is attached as **Appendix–II**.

Notice Inviting Tender for Allotment of Plot (No. 11) for Corporate Office

- 6.5 The physical possession of the plot shall be handed over to the lessee after registration of the lease deed on “as is” basis.

7. Tender Format

6.1 The tenders shall be **submitted** in two separate envelopes "A" & "B" each sealed and clearly identified as to envelope no. and contents as indicated below. These two envelopes shall be contained and sealed in a large envelope.

6.2 Full name, postal address with phone and fax numbers and e-mail ID of Tenderer shall be written on the bottom left hand corner of the envelope.

6.3 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:

i. Envelope A - It should contain –

a) The Bank Draft for EMD of Rs. 55.00 Lacs (Rupees Fifty Five Lacs only) payable to the Chief Executive Officer, Naya Raipur Development Authority in any Nationalised / Scheduled Bank at Raipur.

b) Non-refundable Processing fee of Rs.10,000/- (Rs. Ten Thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, in any Nationalised/ Scheduled bank payable at Raipur.

c) Power of Attorney set out in **Appendix - III**.

d) All the information/documents as per prescribed Tender format appended at **Appendix-IV**, alongwith the supporting documents duly signed in each page by a person having power of attorney.

ii. Envelope B

a) It should contain the Financial Tender in prescribed form set out in **Appendix-V** duly signed by a person having power of attorney.

6.4 Any tender, which does not fulfill any of the prescribed conditions, would be liable to be rejected. Tenders received late on account of any reason whatsoever will not be entertained.

8. 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. 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. The Tenderer shall seal envelope A and B separately in two envelopes, duly marking them as “**Envelope A**” and “**Envelope B**”. These envelopes shall then be sealed in a single outer envelope.
- iii. Each of the envelopes, both outer and inner, must be super scribed with the following information:

**1) Tender for Allotment of Plot No. 11
for Corporate Office Naya Raipur**

**3) Name and Address of
Tenderer**

2) Tender Due Date

**4) Contact person and phone
numbers**

- iv. All envelopes shall be addressed to:

**Chief Executive Officer
Naya Raipur Development Authority**

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

Fax : 07712511400

email: ceo@nayarapur.com,

Website: www.nayarapur.com

9. The Chief Executive Officer or any Officer authorised by him, will open the Tenders.

10. Rights of the Chief Executive Officer

- 10.1 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 document as deemed fit.
- 10.2 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 www.nayarapur.com and which shall not be published in newspaper/s.

11. Terms and Conditions of Lease

- 12.1 The terms and conditions based on which the Tenderer is selected for allotment of Plots shall be an integral part of the lease agreement.
- 12.2 On acceptance of the Tender the land shall be allotted on lease for a period of 30 (Thirty) years which shall be renewed for each term of 30(Thirty) years. Annual Lease rent at the rate of 2% of the total land premium of the plot shall be paid by the successful Tenderer to the NRDA in advance. Such annual lease rent shall be increased maximum upto 100% (Hundred percent) at the time of each renewal, as decided by the Authority and under the provisions of Niyam, 2008. After deposit of full amount of the premium and after registration of the lease deed, the plot shall be transferred.
- 12.3 The successful Tenderer (hereinafter referred as "Lessee") shall execute lease deed and get it registered at his 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.
- 12.4 Annual lease rent shall be deposited in the treasury of the Authority in advance by the lessee before 10th day of April of every year.
- 12.5 Applicable Permits, Licenses and Approvals - the lessee shall be responsible for obtaining 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.
- 12.6 Lessee shall during the period of lease, pay all rates taxes and all other charges due and becoming due in respect of the land and on property thereupon.
- 12.7 The lessee shall pay to the Authority for services water supply, sewerage, management of solid waste etc. made available by the Authority or by any agency whatsoever authorised by it, such as at such rates or charges which the Authority shall decide from time to time.
- 12.8 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 as applicable from time to time.

Notice Inviting Tender for Allotment of Plot (No. 11) for Corporate Office

- 12.9 The lessee during the lease period shall not, without obtaining permission, construct any building, carry on any construction of any structure or development or make any Change or modification and shall not allow any other to do so.
- 12.10 The lessee shall erect fencing of approved design either temporarily or permanently within 3 months of the registration of the lease deed. The lessee shall submit the complete proposal for development permission within 6 months and construct and start their functioning and offices within three years from the date of execution of lease deed
- 12.11 If the lessee does not obtain the permission of development and/or building construction as the case may be and does not commence the development and building construction within one year from the date of registration of the lease deed and/or does not complete the construction and commence operation within two years, the extension in time to commence and complete the development and/or construction may be granted by the Chief Executive Officer, subject to payment of surcharge by the lessee as per the provision of the "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008" from time to time. The present provision is as follows –

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

Notice Inviting Tender for Allotment of Plot (No. 11) for Corporate Office

- 12.12 If any person, against the conditions of lease or unauthorisedly or illegally takes any part or whole of the plot/property in his possession or constructs without obtaining permission, the Chief Executive officer shall have the power to cancel the lease and secure summary eviction in the manner provided by the Chhattisgarh Land Revenue Code, 1959 in addition to taking any other action under the provision of Law.
- 12.13 If any condition of lease is violated, the Authority shall have power to terminate the lease and re-enter into the property and forfeit the amount paid to the Authority. Provided that before terminating the lease and making re-entry into the property, a notice shall be served and reasonable opportunity of hearing shall be given to the lessee.
- 12.14 The restoration of the lease may be done on payment of restoration charge which shall be fixed by the Authority, if the lessee promises and files a duly notarized affidavit within 90 days of notice of resignation, that the breaches for which the lease was terminated, shall be remedied by him.
- 12.15 At the expiration or sooner determination of the period of lease, the lessee shall take down and remove all building and the structures with the foundations there of constructed by him on the land fill up excavation made for such purpose at his own expense and shall hand over the possession of the demised land to the Authority. The premium amount deposited for the demised land shall not be refunded.
- Provided that if the Authority intends to retain the structure constructed on the land, it shall intimate in writing to the lease holder before 90 days of the completion period of the lease. In such a case the Authority shall pay the cost of construction of the structure at the rates prevailing at that time minus depreciation.
- 12.16 The lessee, shall not sale, mortgage, gift or otherwise hand over or transfer any land or immovable property thereon to any other person, without obtaining prior permission of the Authority. Such permission will not be given until a sum equal to Ten percent of the prevailing premium of the land/Plot is deposited by lessee with the Authority.
- 12.17 The above provision regarding the payment shall not be applicable if the property is mortgaged with the Central Government, State Government, Nationalized

Notice Inviting Tender for Allotment of Plot (No. 11) for Corporate Office

bank, Life Insurance Corporation, Chhattisgarh State Finance Corporation, Housing and Urban Development Corporation or other Financial Institution which are approved by the Authority from time to time however the permission for the mortgage shall be granted subject to the following conditions-

- A.** The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served), after registration of Lease Deed, in favour of Bank/Govt. organization/approved financial institution for on receipt of simple request from the allottee. The allottee should have valid time period for construction as per terms of lease deed or have obtained valid extension of time for construction and should have cleared up-to-date dues of the plot premium and lease rent.
- B.** The allottee shall submit the following documents:
 - i. Sanction letter of the concerned Bank/approved financial institution.
 - ii. An affidavit on non-judicial stamp paper of appropriate value duly notarized stating that there is no unauthorized construction and commercial activities on the allotted land Clearance of upto date dues.
- C.** NRDA shall have first charge on the plot toward payment of all dues of NRDA. Provided that in the event of sale or foreclosure of the mortgaged/charged property the Authority shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Authority in respect of the market value of the said land shall be final and binding on all the parties concerned.

The Authority's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency / court. indemnity bond.

- 12.18 The permission for the transfer of the lease shall be given for remaining period of the lease, the execution of lease deed or agreement and its registration shall be essential for such transfer.

Notice Inviting Tender for Allotment of Plot (No. 11) for Corporate Office

- 12.19 (i) If 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.
- (ii) If the arrears remain unpaid for three years, the Authority shall have powers to terminate the lease, and re-enter in to the property.
- (iii) If the Chief Executive Officer has sufficient reasons to determine that the lessee, is unable to use the demised property for the purpose for which it is leased the amount deposited for the lease, after deducting service fees as the Authority may decide from time to time the balance amount shall be refunded and the lease shall be terminated.
- 12.20 The lessee shall not affix or display or permit to be affixed or displayed on the plot or on any structure or part thereof any sign board, sky sign, neon sign or any other advertisement without previous permission in writing of the Chief Executive Officer. Permission shall be granted on payment at the rate and on such conditions as decided by the Authority, from time to time.
- Provided that no permission shall be required for the sign board and neon sign of size prescribed by the Authority, affixed or displayed for own business use of the lessee.
- 12.21 The lessee, shall use the immovable property for the specific purpose for which it is granted. If it is found that the demised property is not being used for the specific purpose for which it is demised, the Chief Executive Officer shall have power to terminate the lease and to re-enter in to the property. The amount paid to the Authority shall not be refunded.
- 12.22 Plot allotted on lease shall not be sub divided or two or more plots shall not be amalgamated. If it is found that the plot is sub divided or amalgamated, the Chief Executive Officer shall have power to terminate the lease, and the demised land along with structures there on shall vest with the Authority and the amount which had been paid to the Authority shall not be refunded.
- 12.23 The dimensions of plot shown are subject to variation as per the actual demarcation on the site. The premium shall be adjusted as per actual demarcation. The lessee shall have such access to the land as is provided at the

Notice Inviting Tender for Allotment of Plot (No. 11) for Corporate Office

spot. The development works shall be taken in hand in the area by the Authority according to its programme of works and completed as early as possible but non execution of the works shall not entitle the lessee to with hold or object to the payment of ground rent or to make any claim against the Authority.

- 12.24 Any notice or demand for payment required to be given to or made upon the lessee shall be sufficiently given or made if sent to the lessee through the post by the registered letter/Speed Post addressed to the lessee at the demised land and any notice or demand sent by the post shall be deemed to have been delivered in the course of post.
- 12.25 If the Authority in future grants any additional benefits due to amendments in the development plan are development rules, such as additional floor area ratio or change in use or any concession whatsoever which may be financially beneficial to the lessee, the Authority shall have power to charge additional premium and/or fees, at the rate decided by it and proportionate increase in the lease rent.
- 12.26 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Raipur/ Chhattisgarh, shall have jurisdiction over all matters arising out of or relating to this Agreement.
- 12.27 The transfer of property under this Tender shall be governed by the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."

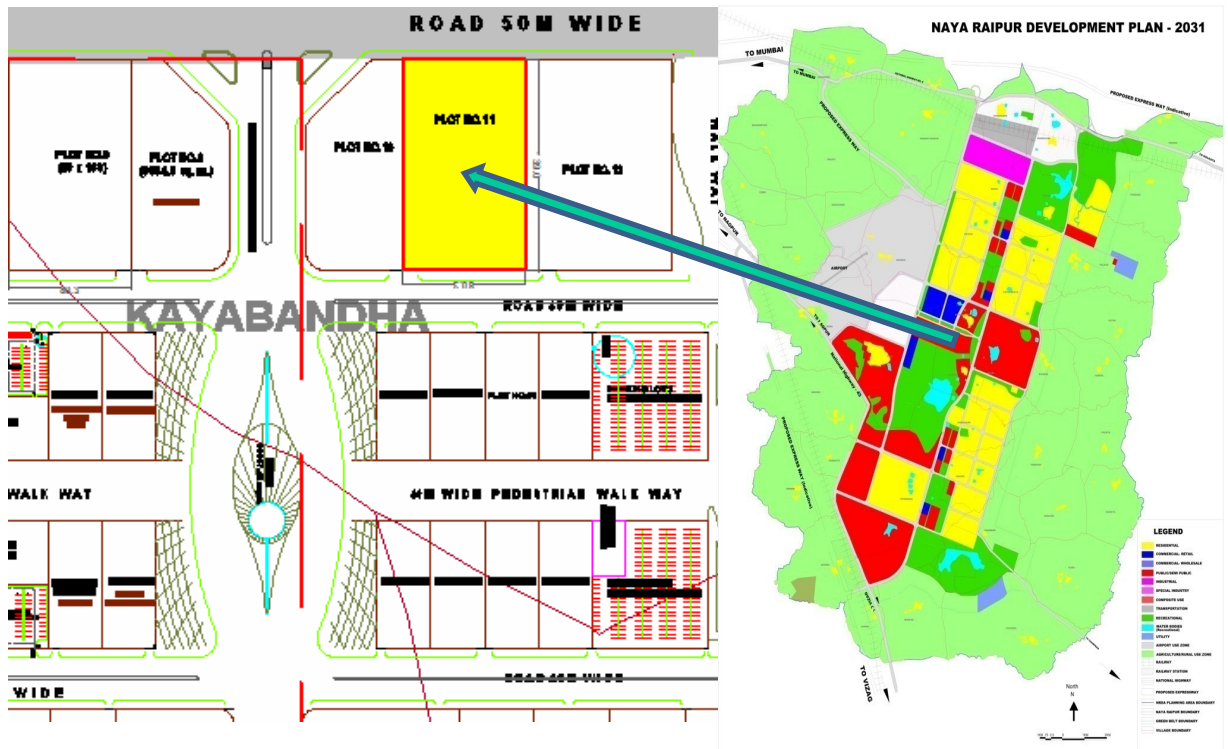
**Chief Executive Officer
Naya Raipur Development Authority
Raipur (C.G.)**

Notice Inviting Tender for Allotment of Plot (No. 11) for Corporate Office

APPENDIX-I

PROJECT LAYOUT PLAN:

- Plot No. 11 of Sector – 24 of Naya Raipur for Office Building.



Plot No	11
Area	11160 Sqm
Type of Development	Development of Office building at Naya Raipur Office Complex
Permissible Ground Coverage	25%
FAR	1

Format for

BANK GUARANTEE TOWARDS REMAINING BALANCE OF TOTAL LAND PREMIUM

(On requisite Stamp Paper)

1. In consideration of the Naya Raipur Development Authority (hereinafter called NRDA) having agreed to exempt _____ (hereinafter called "the allottee") from the demand, under the terms and conditions of Letter of Allotment (LOA) issued in respect of the Tender for Allotment of Plot on lease for Corporate/Business houses in the Office Complex of Naya Raipur, Chhattisgarh for the due fulfilment by the said allottee of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for **Rs. XX (Rupees XX)**.
2. We, _____ (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of _____ allottee do hereby undertake to pay to the NRDA an amount not exceeding **Rs. XX** against any non fulfilment of the obligations of the Agreement or loss or damage caused to or suffered or would be caused to or suffered by the NRDA by reason of any breach of any terms and conditions contained in the said Agreement by the said Allottee for the Payment of **Rs. XX** of remaining balance towards "Total Land Premium" in terms of the said Agreement.
3. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, hereby on a demand from the NRDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NRDA by reason of breach of any terms and conditions contained in the said Agreement by the said Allottee, or by reason of the Allottee failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the 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. XX** only.
4. We undertake to pay to the NRDA any money so demanded notwithstanding any dispute or disputes raised by the Allottee in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Allottee shall have no claim against us for making such payment.
5. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Designation (NRDA) , of the NRDA certifies that the terms and conditions of the said Agreement regard to payment of Total Land Premium Fee have been fully and properly fulfilled/carried out by the said Allottee and accordingly

Notice Inviting Tender for Allotment of Plot (No. 11) for Corporate Office

discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ (indicate the date- **3 (Three) Years from the date of signing Agreement**), we shall be discharged from all liability under this guarantee thereafter.

6. We, _____ (indicate the name of bank) further agree with the NRDA, that the NRDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Allottee from time to time or to postpone for any time or from time to time any of the powers exercisable by the NRDA against the said Allottee and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Allottee or for any forbearance, act or omission on the part of the NRDA or any indulgence by the NRDA to the said Allottee or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Allottee.
8. We, _____ (indicate the name of bank) undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.
9. The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to NRDA a sum of, **Rs. XXXX Million** without any protest or demur and upon receipt of first written demand from NRDA. This Guarantee is independent of the terms and conditions of the Authorization Agreement and its validity.

Dated the _____ day of _____ (Month & Year) for _____ (indicate the name of the Bank).

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this _____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by its

Authorized Signatory as authorized by

Board Resolution passed on _____/Power of Attorney dated [.....]

Authorized Signatory

Name:

Designation:

APPENDIX-III

**POWER OF ATTORNEY
(On Stamp paper of relevant value)**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr/ Ms.....(name and residential address) who is presently holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender for Allotment of Plot on lease for Corporate/Business houses in the Office Complex of Naya Raipur including signing and submission of all documents and providing information/responses to NRDA in all matters in connection with the Tender our Proposal for the said Assignment. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2013

For _____

(Name and designation of the person (s)
signing on behalf of the Tenderer)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. 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 execution (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
2. Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

Notice Inviting Tender for Allotment of Plot (No. 11) for Corporate Office

APPENDIX – IV

FORMAT FOR FINANCIAL TENDER

Tender for Allotment of Plots for Corporate Office of Naya Raipur

I Shri _____ S/o _____ duly authorised by _____ (Name of the Company) to submit this Tender, here by submit the Tender in the form of the premium rate per sq.m. specified in the table below for Allotment of Plot for Corporate/Business houses in the Office Complex of Naya Raipur -

Plot No.	Area of plot in sq.m.	Tendered premium rate per sqm	
		Rs. In Figure	Rs. In Words
No. 11 Corporate Office	11160		

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 'A' duly super scribed containing the sum of Rs. _____ (Rs. _____ only) in the form of Bank Draft 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 acceptance or to execute the lease deed within the time specified in the tender document notice.

Signature of Witness

Dated - / /2013

Name:

Address of the witness

Occupation of the witness

Signature of the authorised signatory

Dated - / /2013