

Notice Inviting Tender

For

Development of Amusement Park in Naya Raipur on License basis

NIT No.: 6674/487/9-CE (P)/NRDA/2012 (AMP)

Raipur, Dated 29/10/2012

October 2012



NAYA RAIPUR DEVELOPMENT AUTHORITY

Near DKS Bhawan, Raipur – 492001 (Chhattisgarh)

Tel./Fax : 0771-4066011 / 4066188

Websites: www.nayaraiipur.com

Email: ceo@nayaraiipur.com, psc@nayaraiipur.com



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Notice Inviting Tender for Development of Various Projects in Naya Raipur

No. 6674/487/9-CEP/NRDA/ 2012

Raipur, Date: 29-10-2012

1. Naya Raipur Development Authority invites separate Tenders for allotment of land on lease/license for the Development of following projects in Naya Raipur -

S. no.	Project	Area (in Ha)	Earnest Money Deposit	Proposal Submission Date	S. no.	Project	Area (in Ha)	Earnest Money Deposit	Proposal Submission Date
1	Logistics Hub	30	74,50,000/-	20-12-2012	10	Senior Secondary School, Sector-28	3.86	9,50,000/-	6-12-2012
2	Sports City	52.63	89,00,000/-	21-12-2012	11	Mid Rise Apartment - Plot D5, Sector-30	1.99	15,00,000/-	10-12-2012
3	Theme Township	40	68,00,000 /-	17-12-2012	12	High Rise Apartment Plot D6, Sector-30	3.61	30,00,000/-	10-12-2012
4	Facility Centre	0.8	7,50,000/-	7-12-2012	13	Commercial Complex - Plot D4, Sector-30	0.81	12,00,000/-	10-12-2012
5	Residential Project in CBD	0.4	4,50,000/-	11-12-2012	14	Senior Secondary School – Plot A4, Sector-30	1.27	2,00,000/-	12-12-2012
6	Office Complex in CBD	0.3	7,00,000/-	11-12-2012	15	Senior Secondary School - Plot C3, Sector-30	1.72	2,50,000/-	10-12-2012
7	Shopping Mall in CBD	0.35	5,50,000/-	11-12-2012	16	Dispensary – Plot A3, Sector-30	0.1	14,500 /-	6-12-2012
8	Amusement Park	16	8,00,000/-	17-12-2012	17	Dispensary - Plot C1, Sector-30	0.11	16,000 /-	11-12-2012
9	Hotel	1.9	20,00,000/-	14-12-2012	18	Hospital - Plot B1, Sector-33	1	3,50,000 /-	6-12-2012

2. The eligibility criteria, terms and conditions etc for each of the tenders are set out in the respective tender document which can be downloaded from the website www.nayarapur.com from 1-11-2012. Duly filled tender can be submitted so as to reach the office not later than 4.00 pm of tender submission date. Amendment if any shall be uploaded in the website only.

Chief Executive Officer

DISCLAIMER

1. The tender document contains two volumes

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

2. 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, 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.
3. 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 Authority (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.
4. 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 development. 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 or its employees 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.
5. 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.

6. NRDA, or its employees 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.
7. 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.
8. 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.
9. The issue of this Tender Document does not imply that the NRDA is bound to select a Successful Tenderer for the project and the NRDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. 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.

1. General

- (i) Government of Chhattisgarh (GoCG) 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.
- (ii) Naya Raipur Development Authority (NRDA) is a Special Area Development Authority, established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhinyam, 1973 for the planning development and administration of Naya Raipur.
- (iii) NRDA is developing Naya Raipur as per the provision of the "Naya Raipur Development Plan - 2031". As a part of development, parcels of land are proposed to be granted on License to investigate, study, design, engineer, procure, finance, construct, manage and maintain the Amusement Park and related infrastructure facilities and to exercise the right to develop, operate and maintain the Amusement Park in Sector-24, Naya Raipur, as set forth in and under the terms and conditions set out in the draft agreement.
- (iv) The parcel of land shall be allotted on license for a period of 30 (Thirty) years subject to payment of License Fee of the accepted Tender value. The Annual License Fee shall be increased, after every 3 years, at the rate of 5% (five percent), over the previous Annual License Fee.
- (v) The provisions in the Naya Raipur Development Plan - 2031 including the Development Control Regulation therein are mandatory for any land development or building activity in Naya Raipur. For any other provisions required for Land development/ building activity, the "Chhattisgarh Bhumi Vikas Rules 1984" and National Building code shall be applicable.
- (vi) NRDA would endeavor to adhere to the following schedule:

Event Description	Scheduled Date
1. Last date for receiving queries / clarifications (if any) and Pre Bid Meeting	03/12/2012 at 03.00 pm at NRDA Office
2. Proposal Due Date (PDD) (i.e last date of receiving RFP)	17/12/2012 upto 4.00 pm
3. Opening of Technical Proposals	17/12/2012 at 5.00 pm at NRDA Office
4. Opening of Financial Proposals	Shall be intimated later

5. Issue of Notice of Award (NoA)	Shall be intimated later
6. Signing of Contract	Shall be intimated later
7. Validity of Proposals	180 days of Proposal Due Date

2. Invitation of Tenders and Direction

- (i) NRDA Invites Tenders for the said Project from eligible Tenderers for Development of Amusement Park under License, for highest annual license fee over and above the upset license fee of **Rs 30,000/- (Rupees Thirty Lacs only)**, the details of area, tender due date and Earnest Money Deposit for each of the land parcels are given below –

Project	Earnest Money Deposit (EMD)	Tender Due Date
Development of Amusement Park in Area of land parcel - about 1,60,000 sqm (about 16 Ha)	Rs. 8.00 Lacs	17/12/2012 upto 4 pm.

- (ii) The location of the Project Site is shown in **Appendix-I** to this document.
- (iii) The tender(s) for highest Annual License Fee shall be considered. Tender of rate less than the upset License Fee shall be summarily rejected.
- (iv) The NIT Documents can be downloaded from the website www.nayaraipur.com from 01/11/2012 and be used it, provided the bidders deposit a non refundable fee of Indian Rs 10,000/- (Rupees Ten Thousand only) as the processing fee with the Tender by the way of demand draft drawn on a Nationalised /Scheduled bank in favour of "Naya Raipur Development Authority", payable at Raipur and should be enclosed in Envelope-A, as specified in the tender document.
- (v) The sealed tender in prescribed format should be submitted so as to reach the office by 4.00 pm of Tender due date, NRDA will not be responsible for any delay, loss or non-receipt of the same.

3. Minimum Eligibility Criteria

- (i) **Any private or public limited company, having following experience and eligibility can submit tender -**
- (a) The company should be registered in India under Indian Companies Act 1956.
- (ii) **The Tenderer as a developer / operator should have, within last seven years (i.e. 2005-06, 2006-07, 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12) completed the development and construction / running of at-least one Amusement Park/ Recreational Park/ Theme Park/ Fun Park/ Water Park**

built on minimum 7 (seven) acres of land with minimum project cost of INR 10 (ten) Crores (excluding cost of land);

- (iii) **If the Tenderer submit any project executed in Joint Venture as technical experience, the project cost of the said eligible project shall be considered in the ratio of the equity participation by the Tenderer in that Joint Venture. Eligible project should have been completed on the date of submission of proposal.**

The experience should be supported by

- a) a certificate from Chartered Engineer / Registered Valuer describing the name, location and approximate cost of project, date of commencement and completion along with the approved drawings and photographs taken not earlier than 31.03.2012
- b) notarised copy of the building permission/certificates issued by the Building permission and
- c) Notarized copy of certificate of client (if applicable) certifying the completion of eligible projects

- (iv) **The Tenderer should have Minimum Net worth of Rs 4 Crores as on 31st March 2012**

- a) Net worth for this purpose is defined as:
 - For Company: Net Worth = (Subscribed and Paid-up Capital + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + Intangible assets + accumulated losses)

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

- b) In case of partnership firm networth of all the partners shall be considered subject to the condition that in case of any change in the partners in future the new partner shall have networth equivalent or more than the partner who has been replaced. Such replacement of partner shall be with prior approval of NRDA.

4. Evaluation

- (i) The Tenders shall be checked for responsiveness. A Tender shall be deemed “non-responsive” and shall be liable for rejection if it does not satisfy any of the following conditions:
 - a. It is not received by the Due Date and time
 - b. It does not include sufficient information/ details for it to be evaluated and/or is not in the formats specified in this tender document.
 - c. It is not signed and/or sealed in the manner or accompanied by the Power of Attorney as specified in this tender document.
 - d. It is not accompanied by the Proof of Purchase of Tender Document.
 - e. It is not in adherence to prescribed formats.
- (ii) The tenders shall be evaluated based on the details and information furnished by the tenderer. 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.
- (iii) The tenderer shall provide evidence of their continued eligibility in a manner that is satisfactory to NRDA and NRDA may request the tenderer for the same.
- (iv) A Tenderer may be disqualified if it is determined by NRDA, at any stage of the Tender process that the Tenderer fails to continue to satisfy the Eligibility Criteria and Technical Criteria. Supplementary information or documentation regarding the criteria may be sought from the Tenderer at any time and the same shall be provided by the Tenderer within the time frame stipulated by NRDA.

5. Earnest Money Deposit (EMD)

- (i) The Tender should necessarily be accompanied by Earnest Money Deposit for amount of Rs. 8.00 Lacs (Rupees Eight Lacs), in the form of a Demand Draft in favour of the Chief Executive Officer, Naya Raipur Development Authority, Raipur, on any scheduled bank payable at Raipur or in the form of an unconditional and irrevocable Bank Guaranty in favour of Chief Executive Officer, Naya Raipur Development Authority, Raipur, from a scheduled bank, payable and operable at its branch at Raipur. The format for the bank guaranty is set out at **Appendix-II**.
- (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.

6. Validity of Tender

Tender shall remain valid for 180 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 180 days, for any reason whatsoever; earnest money deposited with the Tender shall be forfeited and appropriated by the NRDA. The validity of the tender may further be extended on mutual consent.

7. Payment of the Annual License Fee

- (i) The successful Tenderer shall deposit Annual License Fee in advance before 15th day of April of every year during the License Period. However, the successful Tenderer shall pay the License Fee for the remaining period of the year commencing from the date of signing of the License Agreement ending on 31 March of next year, within 15 (Fifteen) days from the date of issuance of the Letter of Acceptance of tender and execute the License Agreement.
- (ii) If the successful Tenderer fails to deposit advance License Fee within the given timeframe, the LoA shall be cancelled and the EMD shall be forfeited and be appropriated by NRDA. In such case NRDA shall have the right to invite the next Highest Bidder, if Second Highest Bidder agrees to match the Price Bid of Highest Bidder or otherwise, as may be decided by NRDA.

8. Tender Format

- (i) 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.

- (ii) 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.
- (iii) 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:

A. **Envelope A** - It should contain –

- a) The Bank Draft for EMD, as mentioned in this NIT 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-VII**.
- d) All the information/documents as per prescribed Tender format appended from **Appendix-III to Appendix-VI**, alongwith the supporting documents duly signed in each page by a person having power of attorney.

B. **Envelope B**

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

- (iv) NRDA shall have the right to reject a tender that does not contain any of the stipulated documents, mentioned in this NIT and in the event it is found that any of the forms of a tender is not in the format prescribed in this NIT.

9. Sealing and Marking of Tender

- (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 Plots for
Amusement Park in Sector-24 of Naya
Raipur**

2) Tender Due Date

**3) Name and Address of
Tenderer**

**4) Contact person and phone
numbers**

- (iv) All envelopes shall be addressed to:

**Chief Executive Officer
Naya Raipur Development Authority
Near Gate No.2, Mahanadi Dwar of Mantralaya,
Raipur - 492001 (C.G.)
Phone: (0771) – 4066011
Fax: (0771) – 4066188
e-mail: - ceo@nayarapur.com**

10. Opening of Tenders

- (i) 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.
- (ii) Outer envelope and envelop 'A' of the tenders shall be opened on tender Due Date, in the presence of Tenderers/their authorised representative who choose to remain present during the opening of tenders and shall be subsequently evaluated by NRDA for fulfillment of the minimum eligibility criteria. NRDA, at its absolute discretion but without any obligation to do so, may seek clarification or ask for additional documents or invite for presentation during the process of evaluation. A list of Tenderers found qualified shall be prepared by NRDA. Envelop 'B' of only those tenders shall be opened thereafter whose tenders are found responsive in terms of processing fees, Earnest Money Deposit and other required documents.
- (iii) Envelop 'B' of those tenderers those are found qualified shall be opened at a later date, under intimation to the qualified tenderers. The tenderer quoting highest financial offer shall be considered. The decision of NRDA in this regard shall be final and binding on all the tenderers.
- (iv) NRDA shall have right to invite the highest Tenderer for negotiation.

- (v) 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.nayaraipur.com and which shall not be published in newspaper/s.
- (vi) (a) After approval of the tender with or without negotiation, as the case may be a Notice of Award (NoA) shall be issued in duplicate to the successful Tenderer requiring him to return the second copy duly signed and stamped within 15 days of issue of the NoA.
- (b) The successful Tenderer shall deposit amount of the accepted Annual License Fee (less the amount of EMD if the EMD has been deposited in the form of Bank Draft) along with taxes as applicable within 60 (Sixty) days of issue of the Notice of Award (NoA) and sign the Agreement, failing which the NoA shall be annulled and the earnest money shall be forfeited and appropriated by NRDA.
- (c) The successful Tenderer shall also furnish an unconditional and irrevocable Bank Guarantee of Rs. 1,00,00,000/- (Rupees One Crore only) from a Nationalised /Scheduled bank having a branch in Raipur, Chhattisgarh, in favour of NRDA, within 60 (Sixty) days of issue of the Notice of Award (NoA), for the Performance Security, the format for the bank guaranty appended in the Draft License Agreement. The Performance Security shall be valid for a period of 12 (twelve) months and shall be renewed every year, at least 30 (thirty) days prior to the date of expiry of the Bank Guarantee. All charges, fees, costs and expenses related to the Bank Guarantee shall be borne and paid by the Licensee. 50% (fifty percent) of the Performance Security shall be released to the Licensee on the issuance of Project Milestone Completion Certificate by NRDA. The Licensee undertakes and warrants to NRDA that the balance 50% (fifty percent) of bank guarantee furnished as above shall be unconditional and irrevocable and shall continue to be effective and enforceable for 6 (six) months after the expiry of the License Period. The format for the bank guaranty for Performance Security is set out at **Appendix-IX**.
- (d) After deposit of the Annual License Fee within the specified period the successful Tenderer shall execute the License Agreement with NRDA within a period of 15 days from the date of deposit of the said amount 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. In the event the successful Tenderer fails to deposit the amount or fails to sign the agreement within the stipulated period NRDA shall have right to forfeit the amount deposited by the Tenderer and cancel the allotment.

- (vii) The possession of land shall be handed over to the developer within 15 days of the registering of the License Agreement.
- (viii) The parcel of land shall be accepted by the selected tenderer on an "As is where is basis" within 15 days of the registering of the License Agreement.
- (ix) The area and dimensions of the land may slightly vary as per the site conditions. The Development Premium of land will proportionately vary due to such variations.

11. Rights of the Chief Executive Officer

- (i) 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.
- (ii) 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.nayaraipur.com and which shall not be published in newspaper/s.

12. Terms and Conditions of License

- (i) The terms and conditions based on which the Tenderer is selected for Development of Theme Township shall be an integral part of the License agreement.
- (ii) The successful Tenderer shall execute License agreement and get the same registered at its own cost, bearing all the expenses on stamp duty, registration charges, cost of map and any other charge which may be required for the registration.
- (iii) Other terms and conditions are mentioned in the draft License agreement.

Appendices:

Appendix I: Project Layout Plan

Appendix II: Format of Bank Guarantee for Earnest Money Deposit (EMD)

Appendix III: Format of Cover Letter for Tender Submission

Appendix IV: General Information of the Tenderer

Appendix V: Technical Experience of the Tenderer

Appendix VI: Financial Capability of the Tenderer

Appendix VII: Format for Power of Attorney

Appendix VIII: Financial Tender

Appendix IX: Format of Bank Guarantee for Performance Security

APPENDIX-I

LAYOUT PLAN:



Area	1,60,000 SQM. (16 Ha)
Type of Development	Development of Amusement Park in Naya Raipur
Size of Amusement Park	As permissible in the Naya Raipur Development plan 2031
Permissible Ground Coverage	As mentioned in Naya Raipur Development Plan 2031
FAR	As mentioned in Naya Raipur Development Plan 2031

Note:

1. The FAR, Ground Coverage, Height and other controls for the Development of Amusement Park in Naya Raipur shall be applicable as permissible in the Naya Raipur Development Plan – 2031.

APPENDIX-II

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 NRDA Building, In Front of DKS Bhawan, Raipur – 492001, 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), for development of _____ [name of project] in Naya Raipur (hereinafter referred to as “the Project”) pursuant to the NIT Document no. ____/____/9-CEP/NRDA/2012 dated ____/____/2012 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 fulfilment 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 fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.
2. Any such written demand made by NRDA stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the 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 fulfil 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 fulfilment 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 fulfilment 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 reLicensed 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 _____ Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

**Cover Letter for Tender Submission
(To be kept in Envelope A)**

(On Tenderers letter head)

Dated:

The Chief Executive Officer,
Naya Raipur Development Authority (NRDA)
Raipur - 492001

Sub: Development of Amusement Park in Naya Raipur.

Dear Sir,

- 1 With reference to the Notice Inviting Tender document (NIT No.: ____/____/9-CE(P)/NRDA/2012 Raipur dated __/__/2012, I/we, having examined the NIT and Draft License Agreement and understood their contents, hereby submit my/our Tender for the aforesaid Project. The Tender is unconditional and unqualified.
- 2 All information provided in the Tender and in the Appendices is true and correct.
- 3 This statement is made for the express purpose of qualifying as a Tenderer for undertaking the Project.
- 4 I/ We shall make available to the NRDA any additional information it may find necessary or require to supplement or authenticate the Tender.
- 5 I/ We acknowledge the right of the NRDA to reject our Tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 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.
- 7 I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Tender Documents, including any Addendum issued by the NRDA.

- (b) I/ We do not have any conflict of interest.
- (c) 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
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the NIT, 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.
- 8 I/ We understand that you may cancel the Tendering Process at any time and that you are neither bound to accept any Tender that you may receive nor to invite the Tenderers to Bid for the Project, without incurring any liability to the Tenderers, in accordance with the NIT document.
- 9 I/ We declare that we are not a Member or partner of a/ any other firm submitting a Tender for the Project.
- 10 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory NRDA which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11 I/ We further certify that in regard to matters relating to security 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.
- 12 I/ We further certify that no investigation by any regulatory Authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 13 I/ We undertake that in case due to any change in facts or circumstances during the Tendering Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the NRDA of the same immediately.

- 14 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the NRDA in connection with the selection of the Tenderer, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof..
- 15 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 License Agreement. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 16 I/We have studied all the Tender Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Draft License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the NRDA or in respect of any matter arising out of or concerning or relating to the Tender Process including the award of the Project.
- 17 The Land Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the NIT and the Draft License Agreement.
- 18 A separate sealed Envelope 'A' duly superscripted, containing the sum of Rs. _____ (Indian Rupees _____ only [in words]) in the form of Demand Draft / Bank Draft or Bank Guarantee, in favour of CEO, NRDA, payable at Raipur valid for a period of 240 days from the tender due date 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 Land Premium and to execute the License Agreement, with the NRDA within a period of 15 days from the date of deposit of the said amount and get it registered.
- 19 I/We agree and understand that the Tender is subject to the provisions of the NIT Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Tender is not opened.
- 20 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Tender Due Date specified in the NIT.
- 21 I/We agree and undertake to abide by all the terms and conditions of the NIT document.

In witness thereof, I/we submit this Tender under and in accordance with the terms of the NIT document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)
Name and seal of Tenderer

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

APPENDIX-V

TECHNICAL EXPERIENCE OF THE APPLICANT FIRM

1. Enclose notarized copy of certificate of incorporation and PAN Card
2. 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 -
 - i. list of directors duly certified by the Statutory Auditor/ Chartered Accountant
 - ii. list of share holders with number of allotted shares duly certified by the Statutory Auditor/ Chartered Accountant
 - iii. copy of its Memorandum and Article of Association
3. In case of a tender by a partnership firm all the partners are required to sign the tender document and the attached documents. In case the documents mentioned above are not signed by all the partners, necessary authorization letter from all the other partners should be enclosed and the following should be enclosed:
 - i. a certified copy of duly registered partnership agreement
 - ii. Certificate issued by the Registrar of Firms'
4. The Tenderer as a developer / operator should have, within last seven years (i.e. 2005-06, 2006-07, 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12) completed the development and construction / running of at-least one Amusement Park/ Recreational Park/ Theme Park/ Fun Park/ Water Park built on minimum 7 (seven) acres of land with minimum project cost of INR 10 (ten) Crores (excluding cost of land);
5. If the Tenderer submit any project executed in Joint Venture as technical experience, the project cost of the said eligible project shall be considered in the ratio of the equity participation by the Tenderer in that Joint Venture. Eligible project should have been completed on the date of submission of proposal.

The experience should be supported by

- (i) a certificate from a Independent Auditor, describing the name, location and approximate cost of project, date of commencement and completion along with the approved drawings and photographs taken not earlier than 31.03.2012
- (ii) notarised copy of the building permission/certificates issued by the Building permission and

- (iii) Notarized copy of certificate of client (if applicable) certifying the completion of eligible projects

**LIST AND DESCRIPTION OF PROJECTS EXECUTED in
LAST 7 YEARS PRECEDING THE DATE OF SUBMISSION OF TENDER**

Name of the Tenderer / Applicant firm:

Sl. No.	Name, Location and Description of the completed projects	Total Land area of project (hectare)	Month & Year of completion of the project	Remarks
	A	B	C	D
1				
2				
3				

Stamp & Signature(s) of the
Statutory Auditors/
Independent Accountant

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

Place/Date:

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

FINANCIAL CAPABILITY OF THE APPLICANT

Name of Applicant Firm:

Particulars	As on 31th March 2012 (In Rs. Crores)
Net worth of the Applicant firm as per certificate of the Statutory Auditor	

Signature of the applicant

Certificate of the Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s.....
....., Statutory Auditors, certify that the above information is correct.

Signature and Seal of Statutory Auditors

Date and Place

Note:

Net worth amount shall not be considered for evaluation if the certificate is not signed and stamped by the auditor certifying Net Worth

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, Agreements and things necessary in connection with or incidental to our Tender for Development of Amusement Park in Naya Raipur including signing and submission of all documents and providing information/responses to NRDA in all matters in connection with the Tender our Tender for the said Assignment. We hereby agree to ratify all acts, Agreements and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, agreements and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2012

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.
3. the tender shall submit its Board resolution, authorizing the applicant to sign on behalf of the company.

APPENDIX - VIII

FINANCIAL TENDER

Letter for Tender (On Applicant's letter head)

[Location, Date]

FROM: [Name of Firm]

To

The Chief Executive Officer

Naya Raipur Development NRDA

In front of DKS Bhawan,

Raipur 492 001, Chhattisgarh

Sub: Development of Amusement Park in Naya Raipur.

Dear Sir,

I/We _____ duly authorised by _____

[name of the applicant firm] to submit this Tender, hereby submit the Tender in the form of the Land Premium rate specified in the table below for Development of Amusement Park in Naya Raipur.

Type of Development	Tendered Land Premium Rate in Rupees per square meter	
	In Figure	In Words
Development of Amusement Park		

- 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.
- In case of difference in amount tendered in figure and words, the higher value shall be consider for evaluation.

Signature of the authorized signatory

Dated - / /2012

Appendix IX: Format of Bank Guarantee for Performance Security

PERFORMANCE BANK GUARANTEE OF LICENSEE

Bank Guarantee No.: _____

Dated:

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(Hereinafter referred to as the “**Bank**”)

Beneficiary of Bank Guarantee:

CEO, Naya Raipur Development Authority

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee

Performance in respect of License Agreement (hereinafter referred to as the “Agreement”) to be entered between the Naya Raipur Development Authority (hereinafter referred to as the “NRDA” or “Authority”) and _____ (hereinafter referred to as the “Licensee”) for the Development of Amusement Park on License basis at Naya Raipur, Chhattisgarh (hereinafter referred to as the “Project”), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Guarantee i.e. “Performance Bank Guarantee” shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

1. At the request of the Licensee, we _____,
_____ (name and address of the bank), having its branch at

- Raipur, hereinafter referred to as the ("Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the NRDA i.e. the beneficiary on behalf of the Licensee, up to a total sum of Rs. 1.00 Crore (Rupees one crore Only), such sum being payable by us to NRDA immediately upon receipt of first written demand from the NRDA.
2. We unconditionally and irrevocably undertake to pay to the NRDA on an immediate basis, upon receipt of first written demand from the NRDA and without any cavil or argument or delaying tactics or reference by us to Licensee and without any need for the NRDA to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the Licensee or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. 1.00 Crore (Rupees one crore Only).
 3. We hereby waive the necessity of the NRDA demanding the said amount from Licensee prior to serving the Demand Notice upon us.
 4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the NRDA that the NRDA shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Licensee, which are recoverable by the NRDA by invocation of this Guarantee.
 5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Licensee. We undertake not to withdraw or revoke this Guarantee during its currency / validity period, except with the previous written consent of the NRDA.
 6. We unconditionally and irrevocably undertake to pay to the NRDA, any amount so demanded not exceeding Rs. 1.00 Crore (Rupees one crore Only) notwithstanding any dispute or disputes raised by Licensee or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the NRDA, shall be a valid discharge of our liability for payment under this Guarantee and the Licensee shall have no claim against us for making such payment.
 7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Indian Rs. 1.00 crores (Rupees one crore only).
2. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ to _____.

3. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the NRDA serves upon us a written claim or demand on or before _____.

Authorized Signatory

For Bank

**Draft License Agreement for
Development of Amusement Park
in Naya Raipur**

DRFAT LEASE AGREEMENT

This agreement is entered into on the ----- day of -----, 2012 at Raipur

Between

Naya Raipur Development Authority, established and constituted under Chhattisgarh Town & Country Planning Act 1973 and having its office at Raipur (hereinafter referred to as "**NRDA**", which expression shall include its permitted assigns and successors-in-interest) of the **One Part**;

AND

M/s _____(Name of the Bidder) a Company incorporated/ registered under the provisions of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 registered on ___/___/___ at _____(City) and having its registered office at _____(Address) (hereinafter referred to as the "**Licensee**" which expression shall unless repugnant to the context include its permitted assigns and the successors-in-interest) of the **Other Part**.

(NRDA and the Licensee are hereinafter also individually referred to as a 'Party' and collectively as 'Parties').

WHEREAS:

1. NRDA desires to develop a parcel of land, measuring approximately 1,60,000 sqm ("the Project Land" more specifically defined in Schedule-I hereto), in of Naya Raipur for development as Amusement Park with related infrastructure facilities (herein after referred to as "**the Project**").
2. The NRDA invited tenders for Development of Amusement Park in Naya Raipur vide Tender No. ___/___/9-CEP/NRDA/2012 Raipur dated ___/___/2012, on License for the design, financing, construction, marketing and and operation and maintenance of the Amusement Park during the period of License.

3. The Annual License Fee of Rs._____-/-, offered by the Second Party , being the highest tender, has been accepted by the NRDA, vide its Notice of Acceptance (NoA) no. ____/____/9-CEP/NRDA/2012 Raipur Dated ____/____/2012 appended in Schedule-II.
4. After the issuance of the NoA, the Licensee, as a pre-condition to the execution of this License Agreement, made the payment of Rs. _____/- (Rupees _____ Only) has been paid by the Licensee towards the first Year's annual License Fee, vide Demand Draft No. _____ dated ____-____-2012 drawn in favour of Chief Executive Officer, NRDA from _____(Bank) payable at Raipur, Chhattisgarh
5. The Licensee, under the terms and conditions of the tender documents also submitted an Irrevocable and Unconditional Bank Guarantee issued by the _____(name of Bank), bearing BG Number _____ dated ____-____-____ valid till ____-____-____ in favour of NRDA for Rs.1,00,00,000/- (Rupees One Crore only) operative at Raipur and if invoked, be encashable at _____(Branch) as Performance Security, Raipur towards the payment of Annual License Fee and in any applicable penalty, which shall be appropriated by NRDA without serving any notice to the Licensee, in the event of non-payment of any amount by the Licensee within prescribed duration or any extension thereof.
6. Being the owner of the Project Site with a good and marketable title thereto and having lawful possession thereof, NRDA is desirous of demising the Project Land unto the Licensee and subject to strict adherence of the terms and conditions of the License, vesting unencumbered possession thereof with the Licensee, on the terms and conditions hereinafter contained.
7. **Development, Operation & Maintenance obligations:**

The obligation of the Licensee during the Development stage, post Development stage and during the stage of Operation & Maintenance shall be as per the provisions of this Agreement.
8. **Development**

The obligations of the Licensee in respect of the Project shall include the following:

 - i. Survey, investigations, studies, planning, designing, monitoring, construction, marketing, and cost estimation, preparation of DPR.
 - ii. As per the approved DPR obtaining approvals from competent Authority.
 - iii. Construction, development and maintenance of all infrastructures (such as forward and backward connectivity in terms of roads and pathways, water

- supply, underground sewerage, solid waste collection and disposal system, storm water drainage, electricity / power distribution through underground cables and indoor transformers, telecommunication, security system, in conformity with the approved DPR.
- iv. Development and maintenance of all green areas, open areas, garden, eateries, recreational facilities, and other social infrastructures on the Project Land in conformity with the approved DPR.
 - v. Operation and Maintenance of Amusement Park as the case may be, and other infrastructure facilities as an integrated Project on the Project Land.
 - vi. The Licensee shall submit “**Structural Safety Certificate**” of the proposed Project Facility from competent, reputed and recognized “**Structural Engineer**” before the commencement of commercial activities.
 - vii. The Licensee shall adhere to the safe construction parameters and complete the construction works before the Project Construction Completion Date or such extended date as may be approved by Authority.
 - viii. The Licensee may undertake construction works and services by itself or through Contractor(s) possessing requisite technical, financial and managerial expertise / capability; but in any case the Licensee shall and will remain solely responsible for its overall liabilities and obligations under the contract, overall supervision, monitoring and control of the activities of all the Contractors, sub-contractors, their employees and agents engaged under respective “**Project Agreements**” as may be necessary.
 - ix. The Licensee shall procure and install new, specified and necessary equipments, plant, machinery, apparatus, services and its supporting infrastructure towards the Project. It shall keep all the necessary Project equipments adequately insured and shall pay regular and timely premium, at its own cost.
 - x. The Licensee shall replace the broken machinery and equipment immediately after its occurrence and shall bear the entire cost.
 - xi. A minimum buffer of 50 metres around the lake shall be no development zone in order to prevent pollution and conserve the natural water shed of the lake.
 - xii. The Licensee shall ensure that no untreated water is let out in the lake.
 - xiii. The Licensee shall be prohibited to undertake activities which are mentioned in Schedule III.

- xiv. Administration and management of the Project as.
- a) The Licensee shall bear and pay any and all taxes, duties, charges, levies and cess as per applicable laws
 - b) Carry out the marketing for the components, services etc.

9. Proposed Infrastructure, Facilities and Amenities

The Licensee shall be required to construct the Amusement Park and consist of the following mandatory components:

	Entertainment Ride	Development Requirement	Minimum Specification - Capacity
Land Based Entertainment Rides	• Cable Car	• Mandatory	12 persons
	• Family Train	• Mandatory	24 persons
	• Horizontal Loop Roller Coaster	• Mandatory	24 persons
	• Flying Saucer	• Mandatory	12 persons
	• Kids Play Area	• Mandatory	--
	• Carousel	• Mandatory	18 kids
	• Bumper Cars	• Optional	10 cars
Water Based Entertainment Rides	• Pirate Ship	• Optional	40 persons
	• Wave Pool	• Mandatory	8 persons
	• Water Coaster / Flume Ride	• Mandatory	10 persons
	• Paddle Boat	• Mandatory	10 persons
	• Family Pool	• Mandatory	--
	• Lazy River	• Optional	--
	• Tube Slide	• Optional	8 persons

*The Licensee shall have the right to include additional entertainment rides in the Project as per the requirement. The standards and specifications provide only minimum requirements of NRDA in terms of facilities and services in the Project. The actual facility may be larger and include other entertainment rides and facilities. The

Licensee shall, with prior approval of the Authority, be allowed to include other rides and services to the Project, except as provided in Schedule III.

(i) Compulsory Amenities/Utilities (Provisioning as per standard industry practices)

- Food court & restaurant
- Green spaces
- Public Toilets
- Changing Rooms, Lockers, Shower Stations
- Information & Help Desk, First Aid Desk
- Ticketing Counter, Administration Office
- Multi Utility Lawn
- Park Benches
- Lighting
- Vehicle Parking facility for visitors
- Kiosks for security post
- Other entertainment facilities on the pattern of other amusement parks

(ii) Optional Amenities/Utilities (Provisioning as per standard industry practices)

- Retail / Shopping facility related to amusement park activities
- A maximum built-up area of 16000 Sq.m. on the 16 Hectare land for Amusement Park
- A club house, to be used primarily for recreational usage, shall be permitted within the permissible built-up area, as per the provision of Naya Raipur Development Plan 2031

10. Operation and Maintenance (O&M)

- i The Licensee shall throughout the Operation Period maintain the Amusement Park and common areas, common services and the On-Site Infrastructure relating thereto or caused to be maintained by its nominated agency at its cost in accordance with the Good Industry Practice and the Applicable Laws in this behalf.

NOW THIS INDENTURE OF LICENSE WITNESSETH AS FOLLOWS:

1. In consideration of the payment of Rs. _____/- (Rupees _____ Only), paid by Bank Draft no. _____ dated ___/___/___ issued by _____(Bank) together with the Earnest Money of Rs. 8.00 Lacs (Rupees Eight Lacs Only) reserved and the covenants on the part of the Licensee , the Authority , hereby Licenses and demises unto the Licensee on an "as is where is basis" and effective from the date of signing of this License Agreement, the land parcel (herein after called as "Licensed Land")

without interruption or interference, free from encumbrances.

2. NRDA hereby vests the Demised Premises unto the Licensee under the terms of this Agreement started from the __ day of _____ 2012 for a period of 30 (Thirty) years ending on __ day of _____20__ initially, from the date of signing of License Agreement subject to the compliance of the terms and conditions of this License Agreement. NRDA hereby undertakes that it shall not terminate this Agreement or refuse to extend the License term in accordance with the provisions of this clause, except upon the due and valid termination of this License Agreement on the breach of any of the terms and conditions of this License Agreement by the Licensee.
 - (i) Before expiry of initial License Period of 30 (thirty) years, Authority shall publish the project to invite bids for managing, operating and maintaining the project for next 30 years. Bid will have a measureable financial bid parameter, which will be decided by the Authority. The Licensee shall have the option to offer an amount matching the highest bid received subject to participation in the Bid and the difference of not more than 10% from the highest bid received. The Licensee shall have the right get the License for another 30 years upon expiry of initial License Period of 30 (thirty) years, on payment of amount offered by the highest bid to the Authority, while other terms and conditions of the agreement shall remain same.
 - (ii) Upon expiry of the License Period, the Licensee shall peacefully surrender and yield the Project Site and the Project Facility along with Transfer Assets to the Authority in accordance with the provisions of this agreement.
3. In consideration for the License of the Demised Premises by the Authority to the Licensee, the Licensee shall, effective from the date of signing of this License Agreement and during the term of the License Period, pay License Fee of Rs._____/ - (Rupees_____ only) to the Authority per annum in advance, by way of a Demand Draft in favour of the Authority on a nationalized/scheduled bank having a branch at Raipur. The License Fee, during the term of this License Agreement, shall be payable on the first day of month of April each year.
 - (i) The Annual License Fee shall be payable by the Licensee to the Authority or its nominee / designated recipient at the Authority's or its nominee's / designated recipient's bank account at a scheduled bank (to be intimated later on) payable at Raipur.
 - (ii) In the event of delay up to one week in payment by the Licensee, the Licensee shall be required to pay the Authority or its nominee / designated recipient interest at the rate of 1% per week. In the case of delay beyond

such four weeks, it shall be a Licensee Event of Default.

- (iii) The Licensee shall pay service tax and / or any other tax as applicable over and above the License Fee to the Authority. However, all duties and taxes in consequence of its obligations under this License Agreement, including customs and excise duties, advertisement tax, VAT, any cess, levy, duty, tax or charge etc shall be directly borne by the Licensee. The License Fee shall not be reduced for such costs.

4. The Licensee shall Construct and Develop the Amusement Park as per the following norms:

Name of the Project	Development of Amusement Park in Naya Raipur
Area	1,60,000 sqm (16 Ha)
Permissible Ground Coverage	As permissible in the Development Plan
FAR	As permissible in the Development Plan

The provisions in the Naya Raipur Development Plan 2031 including the Development Control Regulation therein and Naya Raipur Urban Design Guideline are mandatory for any land development or building activity in Naya Raipur. For any other provisions required for land development/ building activity, the "Chhattisgarh Bhumi Vikas Niyam 1984" and National Building Code shall be applicable.

5. The Licensee shall erect fencing of approved design either temporally or permanently within 3 (Three) months of the signing of this License Agreement.
- (i) The Licensee shall, within 3 (Three) months from the date of signing of this License Agreement, prepare and submit a Draft Detailed Project Report (DPR) to NRDA. The DPR shall have a detailed plan, including standards and specifications, area statements, construction time schedule, operation & maintenance requirements for development of Project Facilities for implementation of the Project in conformity with the Standards and Specifications and Applicable Laws including Naya Raipur Development Plan, 2031 and Bhumi Vikas Niyam, 1984 as amended from time to time.
- a) The Development Activities to be carried out on identified Project Site and Additional Land, if any. The DPR shall set out in detail the following:
- i. Detailed list of Applicable Permits to be obtained by the Licensee, the government agency concerned for sanction and the stages in the Project

- when such Applicable Permits would need to be sought;
- ii. Layout and Master Plan for the entire Project Site;
 - iii. Infrastructure layout for the entire Project Site for all Basic Infrastructure Facilities including road network, cycle tracks and walk ways, water supply & power distribution network, location of substation, location of underground water reservoir, drainage and sewerage networks, telecom services etc.;
 - iv. Tentative list of Project Facilities along with details of the capacity, location and dimensions of the facilities;
 - v. The DPR prepared by the Licensee should necessarily provide for development in a phased manner.
 - vi. Tentative area statements for all Project Facilities, including FSI permissible, FSI proposed to be consumed.
 - vii. Construction time schedules for completion of the various phases which shall be in accordance with the Project Completion Schedule;
 - viii. Standards & specifications of proposed Basic Infrastructure Facilities, building materials for Basic Infrastructure Facilities, procedures, type, and other details of the construction activities;
 - ix. Operation and maintenance requirements of Basic Infrastructure Facilities in conformity with the applicable acts, rules, policies and guidelines issued by the competent authority and amended from time to time
 - x. Safety requirements, procedures for emergency evacuation and other usages related to the construction of Project Facilities;
 - xi. Details of the reports to be submitted and procedure for reviews.
- (ii) Environmental Clearance should be obtained from the concern department prior to commencement period of construction.
- (iii) Within 15 days of receipt of the DPR, NRDA shall review the DPR and either approves or shall convey its comments/observation, if any, on the DPR. The approved layout and the approved building plans shall become part of the Approved DPR. The Licensee shall modify the DPR accordingly and shall submit for approval of the NRDA. Within 30 days of receipt of such comments/observation from NRDA, and receiving approval on the layout and building plans, the Licensee shall finalize the DPR taking into account the comments and observation by NRDA. Within 30 days of receipt of the revised DPR, it shall be finalized with mutual consent of the Parties ("Approved DPR"). The entire Project shall be developed and implemented in conformity to the Approved DPR. NRDA shall issue a Construction Commencement Certificate to the Licensee after approval of final DPR.
- (iv) In case the revised DPR submitted by the Licensee pursuant to the direction of NRDA, does not comply with the direction or the Licensee fails to submit the said DPR within the stipulated time or any extension granted by NRDA, a final notice of

15 days shall be given to the Licensee for compliance, failing which, with reasonable prior notice to the Licensee, Authority shall have the option to terminate this License Agreement.

- (v) The Licensee shall bear the cost, if any of getting the land diverted from the competent authority in NRDA. The Licensee shall obtain building permission at his own cost and commence the development and or construction works within 3 (Three) months or any extension granted by NRDA from the date of approval of the Final DPR.
- (vi) The Licensee shall obtain the statutory approvals of the environment clearance (if applicable), in conformity of approved DPR, from the competent authority.
- (vii) In the event that, if the conditions of approvals as setout hereinabove are not fulfilled within 6 (Six) months from the date of signing of this License Agreement, then NRDA, at its sole discretion, may provide the Licensee a maximum upto 3 (Three) months of time to enable the Licensee to submit the DPR and take all the required approvals, on receipt of request of Licensee in writing justifying the reason for delay, subject to the condition that the Scheduled Project Completion Date shall not be extended commensurately.

Provided that of the reason for delay in approvals are attributable to the inactions of the Licensee, NRDA shall levy a penalty of 10% (One Percent) per month of Annual License Fee for the delay maximum upto 3 (Three) months from the date of completion of 6 (six) months of signing of this License Agreement, provided however that the Scheduled Project Completion Date shall not be extended.

- (viii) Failure of the Licensee to submit the Designs and Drawings to the competent authority and submitting application for approval within the period of 3 (Three) months from the date of execution of this License Agreement or any extension granted by NRDA shall entitle NRDA to forfeit the amount and security submitted for Land Premium amount and to terminate this License Agreement without being liable in any manner whatsoever to the Licensee.

6. **Project Milestone**

- (i) The Licensee shall construct the Project in accordance with the Project Completion Schedule set forth in Schedule IV of this Agreement.
- (ii) In the event that any of the Project Milestone is not achieved for any reason other than Force Majeure or reasons attributable to the Authority or any Competent Authority, the Licensee shall, subject to clause below, pay to the Authority damages

for delay beyond the date on which the Construction Completion was due to the extent of 0.05% of the Performance Security per day for every day of delay or part thereof until Project Milestone is achieved. Provided that nothing contained in this paragraph shall be deemed or construed to authorize any delay by the Licensee in achieving Project Milestone.

- (iii) In the event that Project Milestone does not occur within 120 (one hundred and twenty) days from the date on which the Project Milestone was due, the Authority shall be entitled to invoke the Performance Security and to terminate this Agreement on account of Licensee Event of Default. Provided that instead of terminating the License Agreement, the Authority may at its sole option extend the time for achieving Project Milestone on such terms and conditions as it deem fit in its sole discretion.
- (iv) Upon completion of Project works, the Licensee may seek the issuance of "Project Milestone Completion Certificate" upon written intimation to the Authority of such completion. The Authority on its part, after detailed inspections of the Project relating to the requirements set out in Schedules and in compliance with the Project Milestone and on verifying the relevant documentation, shall promptly and in any case within 30 (Thirty) days from the date of request therefore, issue such Certificate.
- 8 If the Licensee does not complete the construction and commence operation within the construction period as required, 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 Licensee 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 Annual License Fee
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	Forty

	the Fourth extension of time	
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- 9 If any person, against the conditions of License 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, NRDA shall have the power to cancel the License 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.
- 10 The terms and conditions in the tender document based on which the Licensee is selected for Development of Amusement Park shall be an integral part of this License Agreement.
- 11 Licensee 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.
- 12 The Licensee shall pay to the Authority for services such as water supply, sewerage, management of solid waste etc. made available by the Authority or by any agency whatsoever authorised by it, at such rates or charges which the Authority shall decide from time to time.
- 13 The Licensee during the License 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.
- 14 If any condition of License is violated, the Authority shall have power to terminate the License and re-enter into the property and forfeit the amount paid to the Authority. Provided that before terminating the License and making re-entry into the property, a notice shall be served and reasonably opportunity of hearing shall be given to the Licensee.
- 15 The restoration of the License may be done on payment of restoration charge which shall be fixed by the Authority, if the Licensee promises and submits an application with a duly notarized affidavit within 90 days of notice of resignation, that the breaches, for which the License was terminated, shall be remedied by him.
- 16 At the expiration or sooner determination of the period of License, the Licensee shall hand over the possession of the demised land to the Authority. The premium amount deposited for the demised land shall not be refunded.
- 17 The Licensee, shall not sale, mortgage, gift or otherwise hand over or transfer any

land to any other person, except as provided in this License Agreement.

18 Collection and appropriation of User Charges

On and from the date of commencement of Commercial Operations of the Project till the Transfer Date, the Licensee shall have the sole and exclusive right to demand, collect and appropriate User Charges from the Users of the Project Facilities in accordance with this Agreement.

19. The Licensee shall not be entitled to mortgage, hypothecate or otherwise create any charge or encumbrance as security upon the Project Land and interest in the NRDA Assets and/or the Project in favour of Lenders or in favour of any other Person for securing any repayment obligation or otherwise of the Licensee. 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 the conditions that the first charge shall always be with NRDA while the second charge may be with the scheduled Bank or financial institution.

20. The Licensee 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, NRDA. 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 Licensee

21. The Licensee 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, NRDA shall have power to terminate the License and to re-enter in to the property. The amount paid to the Authority shall not be refunded.

22. The dimensions of Amusement Park shown are subject to variation as per the actual demarcation on the site. The premium shall be adjusted as per actual demarcation. The Licensee shall have such access to the land as is provided at the 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 Licensee to with hold or object to the payment of ground rent or to make any claim against the Authority.

23. Any notice or demand for payment required to be given to or made upon the Licensee shall be sufficiently given or made if sent to the Licensee through the post by the registered letter/Speed Post addressed to the Licensee 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.
24. 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 License whatsoever which may be financially beneficial to the Licensee, the Authority shall have power to charge additional premium and/or fees, at the rate decided by it and proportionate increase in the License Fee.
25. The Licensee shall not construct any religious building on the demised plot nor shall permit such construction and even will not give permission to use the plot for such purposes.
26. The Licensee shall not manufacture, store, use or sale any explosive or narcotic material in the demised plot.
27. The Licensee shall not dig any tube well without prior permission of Authority.
28. The Licensee shall construct and maintain rain water harvesting system in all the buildings.
29. The Licensee shall not deny any part of demised land if needed for public purposes.
30. The transfer of property under this License shall be governed by the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement by their duly authorised representative on the date first above written:

Signed on behalf of the Naya Raipur Development Authority <hr/>	SIGNED, SEALED AND DELIVERED Licensee by the hand of its <hr/>
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In the presence of

Witnesses:

(i)

(ii)

Date:

Place:

Schedules:

- Schedule-I : Project Land
- Schedule-II : Notice of Award (NoA) to the Licensee
- Schedule-III : List of Prohibited Activities
- Schedule-IV : Project Completion Schedule

Schedule-I: Project Land

1. Khasra Nos. and Land Details

Schedule-II: Notice of Award (NoA) to the Licensee

Schedule-III: List of Prohibited Activities

The Licensee shall not undertake following activities on the Project Site:

AMUSEMENT PARK

- Any activities resulting into pollution to Lake and ground water.
- Any activities creating breach of urban design guidelines of Naya Raipur
- Any Activities of hazardous nature to environment and the society
- Activities resulting air and noise pollution
- Any other Un lawful activities
- Any activity involving commercial exploitation of Lake water like Pisciculture, other than those envisaged under the Project

Schedule-IV: Project Completion Schedule

1 Project Completion Schedule

During Construction Period, the Licensee shall comply with the requirements set forth in this Schedule-IV for each of the Project Milestones (the "**Project Completion Schedule**"). Within 15 (fifteen) days of the date of each Project Milestone, the Licensee shall notify the Authority of such compliance along with necessary particulars thereof.

2 Project Milestone-I

Project Milestone-I shall occur on the date falling on the [120th (one hundred and twentieth)] day from the Appointed Date (the "**Project Milestone-I**").

3 Project Milestone-II

Project Milestone-II shall occur on the date falling on the [365th (three hundred and sixty fifth)] day from the Appointed Date (the "**Project Milestone-II**").

4 Project Milestone-III

Project Milestone-III shall occur on the date falling on the [730th (seven hundred and thirtieth)] day from the Appointed Date (the "**Project Milestone-III**").

5 Project Construction Completion Date

5.1 The Project Construction Completion Date shall occur on the [1095th (one thousand and ninety fifth)] day from the Appointed Date.

5.2 On or before the Project Construction Completion Date, the Licensee shall have completed full and final construction and development of the Project/Project Facility in all respect, as defined in this Agreement.

6 Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Project Construction Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.