

# NAYA RAIPUR DEVELOPMENT AUTHORITY

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

E-mail: ceo@nayarapur.com

NIT No. 4009 /597/9-CEP/NRDA/2013

Raipur Dated 10-09-2013

## MODIFIED BRIEF NOTICE INVITING TENDER

For

### Allotment of Plot for Fuel Refilling, Service Station and Allied Retail on Lease in Naya Raipur Sector-40

1. NRDA has issued notice inviting tender for “Allotment of Plot for Fuel Refilling, Service Station and Allied Retail on Lease in Naya Raipur Sector-40” vide NIT No. 3625-40/597/9-CEP/NRDA/2013 Raipur dated 16.08.2013
2. In view of the queries and suggestions received, the Tender Document have been modified and the same has been uploaded, as Modified NIT No. 4009/597/9-CEP/NRDA/2013 Raipur Dated 10-09-2013 on the website of NRDA at [www.nayarapur.com](http://www.nayarapur.com)
3. The Modified Tender Document shall substitute the NIT No.3625-40/597/9-CEP/NRDA/2013 Raipur Dated 16-8-2013
4. It may be noted that the last date of receipt of tenders (Tender Due date) 12.09.2013 up to 4.00 pm shall remain unchanged.
5. Sealed tenders are invited on behalf of Naya Raipur Development Authority for Allotment of plot on lease, in Naya Raipur Sector No. 40 for Fuel Refilling, Service Station and Allied Retail from Naya Raipur Project Affected individuals having Letter of Intent from Public/Semi Public Sector Petroleum Oil Companies for operating the Fuel Refilling and Service Station. The details of plot are as follows –

1.	Plot Size	<del>2000 sqm</del> 2159 sqm
2.	Location	Sector No. 40
3.	Land Use	Fuel Refilling, Service Station and Allied Retail
4.	Reserved Premium	Rs. 5665.00 (Rs. Five Thousand Six Hundred Sixty Five Only) per sqm
5.	Earnest Money	Rs.11,20,000/- only (Rs. Eleven Lacs Twenty Thousand ) only
6.	Lease Rent	@ 2 % per annum of the approved premium

6. The Naya Raipur project affected person/s who shall produce Letter of Intent from Public/Semi Public Sector Petroleum Oil Companies for operating the Fuel Refilling and Service Station and Allied Retail within 90 days of the Tender Due date may

also participate in tender but their financial proposal shall only be opened and considered if no tender is received from individuals who have firm Letter of Intent.

7. Naya Raipur project affected individual, for this tender shall mean individual, his/her spouse and minor children whose land has been procured by Naya Raipur Development Authority for Naya Raipur Project. If the land which was procured was in joint ownership, any one of the joint title holder and/or spouse may participate in the tender.
8. The indicative site plan is attached at **Appendix – I**. The land shall be used for Fuel Refilling and Service Station and Allied Retail as per the provision of the “Naya Raipur Development Plan-2031” which can be downloaded from the website [www.nayaraipur.com](http://www.nayaraipur.com).
9. The important dates are given below –
  1. Last Date of receipt of tenders (Tender Due date ) 12-09-2013 up to 4.00 pm
  2. Date of opening of Technical Proposal 12-09-2013 up to 4.30 pm
  3. Date of opening of Financial Proposal To be intimated
10. The Tender Documents can be downloaded from the website [www.nayaraipur.com](http://www.nayaraipur.com) from 17/08/2013 and be used, provided the bidders deposit a non refundable fee of Indian Rs 5,000/- (Rupees Five Thousand only) as the processing fee with the Tender by the way of demand draft or pay order drawn on a Nationalised /Scheduled bank in favour of “Naya Raipur Development Authority”, payable at Raipur. The original demand draft or pay order should be necessarily enclosed in Envelope-A, as specified in the tender document.
11. The land shall be allotted on lease for a period of 30 (Thirty) years and subject to adherence to the terms and conditions of lease, shall be renewed for each term of 30(Thirty) years, for two such terms subject to an increase of maximum Hundred percent of the annual lease rent prevailing at that time for each renewal, as may be decided by the Authority.
12. **Earnest Money Deposit (EMD)**
  - 12.1 The Tender should necessarily be accompanied by Earnest Money Deposit for an amount of Rs. 11,20,000/- only (Rs. Eleven Lacs Twenty Thousand) only in the form of a Demand Draft or Pay Order in favour of the Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank payable at Raipur.

- 12.2** After opening of tenders and after retaining the amount of EMD of the first two highest tenderers, the amount of EMD of other tenderers shall be refunded.
- 12.3** If the tender is not accepted the amount of EMD shall be refunded but no interest on it shall be payable.
- 12.4** EMD of the unsuccessful tenderer shall be returned within a period of two (2) weeks from the date of acceptance of the letter of allotment to the Successful tenderer. EMD submitted by the Successful tenderer shall be adjusted in the premium of the land.
- 12.5** 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 premium within the stipulated time or any extension thereof provided by NRDA.
- 13. Validity of Tender** - Tender shall remain valid for 120 days from the date of receipt of tender and in the event of the tenderer withdrawing the offer before the aforesaid date, for any reason whatsoever, earnest money deposited with the tender shall be forfeited and appropriated by the NRDA. The validity period may be extended by mutual consent.
- 14.** The tender(s) for highest Land Premium shall be considered. Tender of rate less than the Reserve Land Premium shall be summarily rejected. The rate of reserve land Premium for this plot is Rs. 5665.00 (Rs. Five Thousand Six Hundred Sixty Five Only) per sqm. The tender for the highest amount of premium may be accepted after negotiation if deemed fit. The tenderer whose tender is accepted shall be declared the "successful bidder"
- 15.** The competent Authority shall not be bound to accept the highest tender or any other tender.
- 16.** If any tender is not found suitable, all the tenders shall be rejected and fresh tenders shall be invited, provided that instead of inviting fresh tender, the Chief Executive officer with the prior approval of the Authority, may call the highest tenderer or all the tendereres for negotiation on the place, date and time fixed there for, after written

intimation. Sealed proposals may be obtained after negotiation and shall be opened in the presence of the participants who wish to remain present. Provided that the negotiation shall be called with an objective to derive common conditions and/or for enhancement of highest tender rate only.

17. The successful bidder shall deposit the balance amount of premium within 90 (Ninety) days of issue of the letter of acceptance (LoA) and execute the lease deed, failing which the LoA shall be annulled and the earnest money shall be forfeited and appropriated by the NRDA.
18. However, a time extension up to a period of 90 days may be given on written application of the successful bidder on payment of interest on delayed period at the rate of SBI lending interest rate plus 2% per month or part thereof.
19. The successful bidder, after executing the lease deed, with the Authority, shall be permitted to sublease the land for the purpose of establishing/operating the facilities subject to the terms and conditions of the lease deed.

**20. Format and Signing of Proposal**

The tenderer is required to provide all the information/document as per the tender form. NRDA shall evaluate only those tenders that are received within the time and in the required format and are complete in all respects. The tender shall comprise the following:

- i. **Envelop A (Technical Proposal) - It should contain –**
  - a) The demand draft or pay order in original for processing fee of Rs. 5000/-
  - b) The Bank Draft or Pay Order payable to the Chief Executive Officer, Naya Raipur Development Authority at Raipur for the Earnest money and
  - c) A copy of the original tender documents duly signed in each page by the tenderer.
  - d) Certified true copy of document in support of the tenderer being Naya Raipur project affected person
  - e) Certified true copy of the Letter of Intent issued by Public/Semi Public Sector Petroleum Oil Companies for operating the Fuel Refilling and Service Station

Or

An affidavit duly notarized to produce Letter of Intent from Semi Public Sector Petroleum Oil Companies for operating the Fuel Refilling and Service Station, within 90 days of the Tender Due date. On written request, a time extension maximum up to 180 days to produce the said Letter of Intent may be accorded by the CEO subject to deposit of interest for delayed period @ SBI lending rate plus 2% per month or part thereof.

- ii. **Envelop B (Financial Proposal)** - It should contain the tendered rate of premium in Rupees per sq meter in the prescribed tender form set out in **Appendix - II** which should be signed by the applicant Naya Raipur Project affected person or a person having power of attorney in the format set out in **Appendix - III.**

**21. Sealing and Marking of Proposal**

- i. The tenderer shall seal envelop A and B separately in two envelopes, duly marking the envelopes as “**Envelop A**” and “**Envelop B**”. These envelopes shall then be sealed in a single outer envelope.
- ii. The tender, shall be typed or written in indelible ink and each page shall be initialled by the authorised signatory. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the tender.
- iii. Each of the envelopes, both outer and inner, must be super scribed with the following information:
  - a. Name and Address of tenderer
  - b. Contact person and phone numbers
  - c. Name of the work
  - d. Tender Due date
- iv. All envelopes shall be addressed to:

Chief Executive Officer  
Naya Raipur Development Authority  
Capital Complex, Sector - 19  
Naya Raipur - 492002 (C.G.)

e-mail : - [ceo@nayaripur.com](mailto:ceo@nayaripur.com)

This NIT shall be a part of agreement.

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

**NAYA RAIPUR DEVELOPMENT AUTHORITY**  
**Capitol Complex, Sector – 19, Naya Raipur – 492002 (C.G.)**  
Email: [ceo@nayaraipur.com](mailto:ceo@nayaraipur.com)

NIT No. 4009/597/9-CEP/NRDA/2013

Raipur Dated 10.09.2013

**MODIFIED DETAILED NOTICE INVITING TENDER**

**For**

**Allotment of Plot for Fuel Refilling and Service Station and Allied Retail  
on Lease in Naya Raipur Sector 40**

**DISCLAIMER**

1. The information contained in this Request for Proposal Tender document provided to the Bidder(s), by or on behalf of Naya Raipur Development Authority (NRDA) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.
  
2. The purpose of this Tender document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for NRDA, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this Tender document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice from appropriate sources. NRDA,

its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document.

3. NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.

## **INSTRUCTIONS TO TENDERERS**

### **General**

- i. Government of Chhattisgarh (GoCG) decided to develop a satellite Township named as "Naya Raipur" near the present day Capital City of Raipur for the State Capital functions supported by all other function required for a 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 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 being allotted for different uses including those for Fuel Refilling and Service Station and Ancillary Activities, 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 Bhumi Vikas Niyam 1984".

### **General Rules and Direction**

1. The tender must be signed by Naya Raipur project affected individual or a person holding a power of attorney authorising him to do so. Such power of attorney should be produced, with the tender in Envelop A as set out in the NIT. Tenders which propose any alteration in any conditions of any sort, will be liable to rejection.
2. The authority receiving the tenders or any Officer authorised by him, will open tenders in the presence of any intending tenderer who may be present at the time. The outer envelop and envelop A only shall be opened on the Tender Due date .

After evaluation of the content, a list of tenderer found eligible, shall be prepared and the financial proposal (Envelop B) of only eligible tenderer shall be opened on a later date after due intimation of venue, date and time of opening.

3. The Naya Raipur project affected person/s who shall produce Letter of Intent from Public/Semi Public Sector Petroleum Oil Companies for operating the Fuel Refilling and Service Station, within 90 days of the Tender Due date may also participate in tender but their financial proposals shall be opened and considered only if no tender is received from Naya Raipur project affected individual having firm Letter of Intent.  
In case a tender submitted by

4. The officers competent to dispose of the tenders shall have right of rejecting all or any of the tenders. Naya Raipur project affected person having Letter of Intent from Public/Semi Public Sector Petroleum Oil Company is received and accepted, the tenders submitted by those who have submitted tenders in anticipation of receiving the said Letter of Intent shall be returned un opened. The earnest money deposited by shall also be returned within 2 weeks.

### **Terms and Conditions of Lease**

1. 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, for two such terms subject to an increase of maximum Hundred percent of the annual lease rent prevailing at that time for each renewal, as decided by the Authority. After deposit of full amount of the premium and after registration of the lease deed, the property shall be transferred.
2. The successful bidder shall execute lease deed within three months from the date of allotment 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.
3. The possession of land shall be handed over to the developer on an "As is where is basis" within 30 days of the registering the Lease Agreement. The area and dimensions of the land may vary as per the site conditions. The Land Premium of land will proportionately vary due to such variations and shall be adjusted accordingly



4. The successful bidder, after executing the lease deed with the Authority (called here in after as "Lessee") shall be permitted to sublease the land for the purpose of establishing/operating the facility under the terms and conditions of the lease.
5. Annual ground rent of two percent of sanctioned premium shall be payable on the property and shall be deposited in the treasury of the Authority in advance by the lessee on the first date of April every year.
6. Applicable Permits and Licenses - the lessee shall be responsible for obtaining permits/License for the installation /operation and maintenance of the facilities on the land at his own cost as required under the applicable laws.
7. 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 immovable property thereupon.
8. The lessee shall pay to the Authority for services made available by the Authority such as water supply, sewerage, management of solid waste, at such rates or charges which the Authority shall decide from time to time.
9.
  - (i) 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.
  - (ii) For the development permission and building permission and completion, the Development rules in force at that time and Chhattisgarh Bhoomi Vikas Niyam, 1984 shall be applicable.
10. The lessee shall commence the development and or construction works within one year from the date of registration of the lease deed and complete the construction and commence operation within Three years for the use for which the land has been granted, by obtaining development and/ or building permission.
  - (i) If the lessee does not obtain the permission of development and/or building construction as the case may be or does not commence the development and building construction within the one year from the date of registration of the lease deed and/or does not complete the construction and commence operation within three years the extension in time to commence and complete the development and/or construction may be granted by the Chief Executive Officer, on payment of surcharge by the lessee at the following rates -

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

Provided that the extension in time shall be granted for Twelve months or its part only at one time and such extension shall be granted maximum for five years.

**ii.** If the development and/or construction, as the case may be is commenced by the lessee as per terms of agreement after obtaining development and/or building construction permission but the lessee fails to complete the work within the stipulated period due to unavoidable circumstances, the extension in time for the

completion of work may be granted by the Chief Executive Officer on payment of the following surcharge by the lessee -

<b>Block of time extension</b>	<b>Period of time</b>	<b>Amount of surcharge as percent of the premium</b>
First	Twelve months or part their of	Five
Second	Twelve months or part their of after the First extension of time	Seven
Third	Twelve months or part their of after the Second extension of time	Ten

Provided that the extension in time shall be granted for Twelve months or its part at one time and such extension shall be granted maximum for three years.

- 11.** If any person, against the conditions of lease or takes any part or whole of the 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.** 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 reasonably opportunity of hearing shall be given to the lessee.

13. 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 notorised affidavit within 90 days of notice of resignation, that the breaches for which the lease was terminated, shall be remedied by him.
14. 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.

15. The lessee, shall not sale, mortgage, gift or other wise 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 or immovable property is not deposited by lessee with the Authority.

Provided that the above provision shall not be applicable if the property is mortgaged with the Central Government, State Government, Nationalised 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.

Provided further that if the condition of transfer has been specifically provided in the condition of lease, such transfer may be made under the provisions of the condition.

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.

16. (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) Provided that 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.

17. The lessee shall provide minimum 25% employment to the Naya Raipur Project Affected Persons depending on suitability of their skills and qualifications in the vacancy which will be created by this project.

18. 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.

19. For carrying out certain business which the Authority shall notify from time to time, on the demised property, it shall be essential to obtain by depositing fees, at such rate, as may be decided by the Authority. The Authority, according to specific nature of business may allow exemption from obtaining or issue on such conditions, which it may decide from time to time.

20. 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.

21. The lessee 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

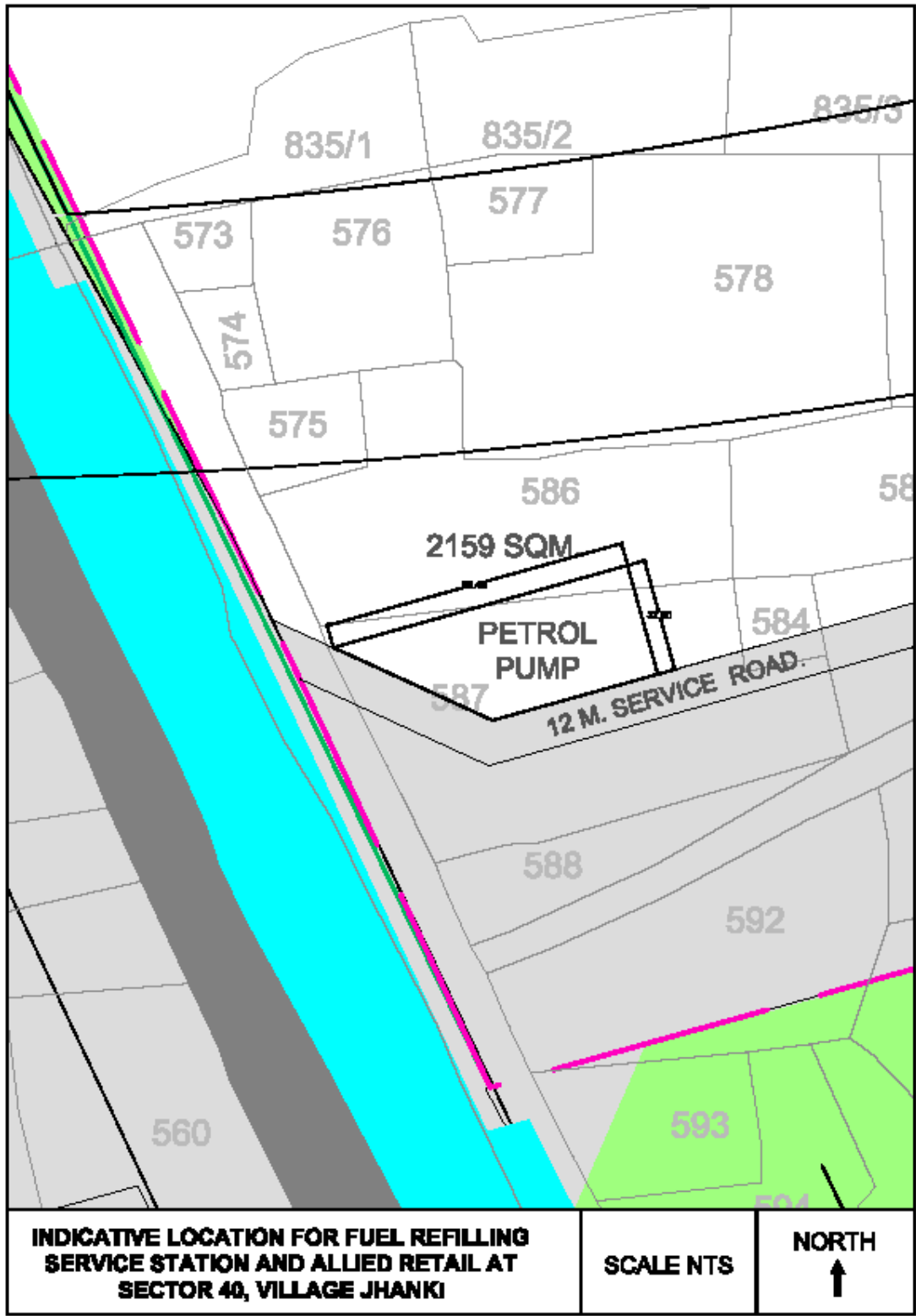
works shall not entitle the lessee to with hold or object to the payment of ground rent or to make any claim against the Authority.

22. 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.
23. If the Authority in future grants any additional benefits due to amendments in the development plan or 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.
24. 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.)

**APPENDIX - I**

**Location Map of Plot for Fuel Refilling and Allied Retail in  
Sector-40, Naya Raipur**



**APPENDIX - II**

**Tender For Allotment of Land for Fuel Refilling and Service Station and Allied Retail on Lease in Naya Raipur Sector-40**

I/We hereby tender the following premium specified in the table below for the land specified for the allotment (i.e. 2159 sqm) for Fuel Refilling and Service Station and Allied Retail on Lease in Naya Raipur for the purpose of installation, operation and maintenance of retail outlet of Petrol/HSD and Lubricants facility, under the terms and conditions of this tender –

Plot Size	Rate of Premium per sq. meter		Total Premium	
	In figures	In words	In figures	In words
2159 sqm				

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 annexed hereto as far as applicable, or in default, thereof to forfeit earnest money & pay to the NRDA the sums of money mentioned in the said condition. A separate sealed cover duly super scribed containing the sum of ~~Rs. 7,35,000/- only (Rs. Seven Lacs Thirty Five Thousand ) only~~ **Rs. 11,20,000/- only (Rs. Eleven Lacs Twenty Thousand) only** 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 within 90 (Ninety) days of the letter of acceptance or to execute the lease deed within the time specified in the tender document above memorandum.

Signature of Witness to Tenderer signature

Signature of the Tenderer before submission of tender

Dated - / /2013  
Address of the witness

Dated - / /2013

Occupation of the witness

**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 authorise Mr/ Ms.....(name and residential address) who is presently employed with us and 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 Land for Fuel Refilling and Service Station and Allied Retail on Lease in Naya Raipur Sector-40 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 \_\_\_\_\_ 2010  
For \_\_\_\_\_

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

**Accepted**

\_\_\_\_\_Signature)

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

**Date:** .....