



**Notice Inviting Tenders for Allotment of Plots In Naya Raipur For**

**(1) HOTEL in Sector - 33 & (2) RESIDENTIAL DEVELOPMENT in Sector - 30**

Notice no 3511/273/9-CEP/NRDA/2011

Raipur dt 25/6/2011

**AMENDMENTS**

With reference to the NIT no 2990/273/9-CEP/NRDA/ 2010 Raipur dt 25/5/2011 the following amendment are made to the tender document for "Allotment of Plot no. 1, Sector 33, Naya Raipur for Hotel " -

1. The last date of submission of the tender is extended from 28.6.2011 to **6.7.2011 upto 3.00 pm.**
2. In the sub para (d) of para 2 the words in "document fee" are substituted by the words **"processing fee".**
3. The following is added to the point "ii" of sub para (e) of para 3, namely -  
**"The format for joint bidding consortium agreement is at Annexure - A"**
4. **The word "NRDA" is deleted from the clause "ii" of sub para (b) of para 3.**
5. In the second line of para 4 the word **"annual"** is added before the word "lease"
6. In the second line of the sub para (a) of para 5 the following is added after the word "only" namely -  
**"by a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, drawn on any scheduled bank payable at Raipur or through a bank guaranty in prescribed format set out at Annexure - B valid for a period of 180 (One Eighty) days from the tender due date."**
7. The sub para (c) of para 7 is substituted by the following, namely -  
**"(c) If the successful tender fails to deposit the balance amount of the lease premium and/or fails to execute the lease deed and get it registered within 180 days from the date of NoA, the amount deposited by the successful tenderer shall be forfeited and appropriated by NRDA and the (NoA) shall be annulled. Provided that on written application of the tenderer, the time to deposit the balance amount of the lease premium and/or to execute the lease deed may be extended for a maximum period of 180 (One Eighty) days on payment of interest of the SBI PLR rate plus 2% (two percent) on the balance amount."**
8. In the sub clause "b" of clause "i" of sub para (a) of para 8 the words "the Bank Draft" are substituted by the words **"the photo copy of the money receipt deposited".**
9. In the clause "iii" of sub para (a) of para 8 the words "Appendix - V" are substituted by the words **"Appendix - IV".**
10. The para 3 of the Appendix - IV is in substituted by the following, namely -  
**" 3. A separate sealed Envelope 'A' duly super scribed containing the sum of Rs. 18.00 lacs (Rs. Eighteen lacs) only in the form of Bank Draft or bank guaranty in the prescribed format 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 (a) amount equal to 15% (Fifteen percent) of lease premium accepted by NRDA along with taxes as applicable within 15 (Fifteen) days of issue of the notice of acceptance and/or (b) the balance amount of the lease premium and execute lease deed and get it registered within 180 (One Eighty) days, of notice of acceptance or any valid extension granted by NRDA."**

**Chief Executive Officer**

**Format for Joint Bidding Agreement**

(To be executed on Stamp paper of appropriate value)

THIS JOINT TENDERING AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

1. {..... } having its registered office at ..... (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... } having its registered office at ..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {.....} having its registered office at ..... (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns))\*

The above mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

**WHEREAS,**

- A. Naya Raipur Development Authority (NRDA), established under the CG Town & Country Planning Act, 1973, represented by its \_\_\_\_\_ and having its principal offices near Maharani Dwar of Mantralaya, DKS Bhawan, Raipur - 492001 ] (hereinafter referred to as "the NRDA" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Tenders (the "Tenders") by its NIT ..... dated .....(the "RFP") for selection of Tenderer for " \_\_\_\_\_ " Project (the "Project").
- B. The Parties are interested in jointly submitting the Tender for the Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other Tender documents in respect of the Project, and

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\* The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

- C. It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the NIT.

**2. Consortium**

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Tender Process for the Project.

The Parties hereby undertake to participate in the Tender Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Tender and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 1956 for entering into a Agreement with the NRDA and for performing all its obligations as set forth in terms of the Tender Documents for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Tender Process and until the date when all the obligations of the SPV shall become effective;
- b) {Party of the Second Part shall be \_\_\_\_\_ and}
- c) {Party of the Third Part shall be \_\_\_\_\_ }

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender document.

**6. Shareholding in the SPV**

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party :}

- a) Lead and Other Members shall collectively hold at least 51% of subscribed and paid up equity share capital of the SPV at all times until fifteenth anniversary of the Effective Date of the Project, and that. The members of the consortium whose Technical Capacity and/ or Financial Capacity has been considered shall be required to hold at least 26% (twenty six percent) of the subscribed and paid up equity capital of the SPC at all times until the expiry of a period of 15 (fifteen) years from the Effective Date.
- b) Thereafter, until the expiry of the Agreement Period, all the members of the Consortium collectively, shall hold not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental

authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated, as the case may be.

## **9. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NRDA.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each member signing the Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

**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 Mahanadi Dwar of Mantralaya, Raipur – 492 001, 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 dated \*\*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as “Tender Documents”), we [*Name of the Bank*] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the “Bank”), at the request of the Tenderer, do hereby in terms of the Tenderer Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the NIT Document by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to NRDA an amount of Rs \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ only) as Earnest Money Deposit (hereinafter referred to as the “Earnest Money Deposit”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Tender Documents.
  
- 2 Any such written demand made by NRDA stating that the Tenderer is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
  
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of NRDA is disputed by the Tenderer or not merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Tenderer to fulfill and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and

payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ only).

- 4 This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Tender Due Date or for such extended period as may be mutually agreed between NRDA and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that NRDA shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of NRDA that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRDA and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Bank as the principal debtor. NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to NRDA, and the Bank shall not be released from its liability under these presents by any exercise by NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Tenderer or by any change in the constitution of NRDA or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if



addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
- 10 It shall not be necessary for NRDA to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NRDA may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRDA in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 13 The Bank Guarantee number \_\_\_\_\_, dated \_\_\_\_\_ shall be operative at Raipur and if invoked, be encashable at \_\_\_\_\_(name of bank and its branch in Raipur and branch code\_\_\_\_\_).

Signed and Delivered by \_\_\_\_\_ Bank

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

(Signature of the Authorised Signatory)

(Official Seal)