

Naya Raipur Development Authority

Near D.K.S. Bhawan, Raipur (C.G.)

Tel: 0771- 4066011, Fax: 0771-4066188, Email: ceo@nayaraiipur.com

No. 423/383/9-CEP/NRDA/2012

Raipur, dated 24/01/2013

Modified Notice Inviting Tender for Development of Hotel in Sector-24, Naya Raipur

1. NRDA has issued Notice Inviting Tender for "Development of Hotel in Sector-24, Naya Raipur" ("The "Project") vide notice no. **6674/487/9-CEP/NRDA/2012 (CCS30) Raipur**, dated **29/10/2012**. A pre bid meeting was held to clarify and discuss the issues relating to the project. In which interested Tenderers submitted their queries and suggestions.
2. Based on the discussions held in the Pre-Bid Meeting, the tender documents have been modified and the same has been uploaded, as modified NIT No. **423/383/9-CEP/NRDA/2012 Raipur, dated 24/01/2013** on the website of NRDA at www.nayaraiipur.com.
3. The modified Tender document shall substitute the NIT No. **6674/487/9-CEP/NRDA/2012 (CCS30), Raipur, dated 29/10/2012**.
4. It may be noted that the last date for the Proposal Submission date has been extended upto 05/02/2013 till 04.00pm vide corrigendum no. **7849/487/9-CEP/NRDA/2012 Raipur, dated 31/12/2012**.



**Naya Raipur Development Authority
Raipur C.G.**

Modified Notice Inviting Tender

for

Development of Hotel in Sector-24, Naya Raipur

NIT No.: 423/383/9-CE(P)/NRDA/2012

Raipur, Dated 24/01/2013

January 2013



NAYA RAIPUR DEVELOPMENT AUTHORITY

Near DKS Bhawan, Raipur – 492001 (Chhattisgarh)

Tel./Fax : 0771-4066011 / 4066188

Websites: ceo@nayarapur.com, psc@nayarapur.com, www.nayarapur.com



NAYA RAIPUR DEVELOPMENT AUTHORITY

Near Mahanadi Dwar, Mantralaya, Raipur – 492001

Tel : 0771-4066011, Fax: 0771-4066188

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CORRIGENDUM - 2 : Notice Inviting Tender for Development of Various Projects in Naya Raipur

No. 7849/487/9-CEP/NRDA/ 2012

Raipur, Date: 31-12-2012

1. In continuation to the Advertisement No. 6674/487/9-CEP/NRDA/2012, Raipur Dated 29/10/2012 and Corrigendum No. 7293/487/9-CEP/NRDA/2012, Raipur Dated 04/12/2012, the last date for Bid Submission is extended for the Development of various projects in Naya Raipur as follows-

S. no.	Project	Proposal Submission Date		S. no.	Project	Proposal Submission Date	
		Due Date	Revised Date			Due Date	Revised Date
1	Logistics Hub	07-01-2013	18-02-2013	10	Senior Secondary School, Sector-28	05-01-2013	06-02-2013
2	Sports City	04-01-2013	07-02-2013	11	Mid Rise Apartment - Plot D5, Sector-30	10-01-2013	07-02-2013
3	Theme Township	08-01-2013	20-02-2013	12	High Rise Apartment Plot D6, Sector-30	10-01-2013	11-02-2013
4	Facility Centre	02-01-2013	05-02-2013	13	Commercial Complex - Plot D4, Sector-30	10-01-2013	06-02-2013
5	Residential Project in CBD	03-01-2013	15-02-2013	14	Senior Secondary School – Plot A4, Sector-30	05-01-2013	01-02-2013
6	Office Complex in CBD	03-01-2013	12-02-2013	15	Senior Secondary School - Plot C3, Sector-30	05-01-2013	04-02-2013
7	Shopping Mall in CBD	03-01-2013	11-02-2013	16	Dispensary – Plot A3, Sector-30	02-01-2013	01-02-2013
8	Amusement Park	09-01-2013	08-02-2013	17	Dispensary - Plot C1, Sector-30	02-01-2013	04-02-2013
9	Hotel	07-01-2013	05-02-2013	18	Hospital - Plot B1, Sector-33	04-01-2013	08-02-2013

2. Other terms and conditions of the RFP shall remain unchanged.. 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 Lease 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 or advisers, is provided to Tenderers on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.
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 NRDA (NRDA) immediately before the Proposal 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 Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. The Tender Document may not be appropriate for all persons, and it is not possible for the NRDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the Tender Document. The assumptions, assessments, statements and information contained in the Tender Document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the Tender Document and obtain independent advice from appropriate sources.
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. The NRDA , its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Document or arising in any way in this Selection Process.
7. The NRDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Tenderer upon the statements contained in the Tender Document.
8. The NRDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the Tender Document.
9. The issue of this Tender Document does not imply that the NRDA is bound to select a Tenderer or to appoint the Successful Tenderer / Technical Consultant, as the case may be, for the Consultancy and the NRDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
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 Adhiniyam, 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 Hotel and related infrastructure facilities and to exercise the right to develop, operate and maintain the Hotel 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 lease for a period of 30 (Thirty) years subject to payment of lease rent at the rate of 2% (two percent) of the accepted Tender value. The lease of the plot shall be renewed for one term of 30 (Thirty) years, for one such terms subject to an increase of maximum 100% (Hundred percent) on the annual lease rent of plot at the time of renewal for each renewal, as may be decided by the Authority, under the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."
- (v) The allottee shall construct, develop and maintain Hotel and shall also be responsible for development of Common Physical Infrastructure including roads, water supply, sewerage, drainage, electricity and telecommunications etc, as per the provision of the Naya Raipur Development Plan - 2031. However, NRDA shall provide / facilitate to provide infrastructural facilities like Power, Sewer and Road connectivity up to the boundary of project site.
- (vi) 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.

(vii) 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	30/11/2012 at 03.00 pm at NRDA Office
2. Proposal Due Date (PDD) (i.e last date of receiving RFP)	05/02/2013 upto 4.00 pm
3. Opening of Technical Proposals	05/02/2013 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 separate Tenders for the following land parcels from eligible Tenderers for Allotment of land on lease for Development of Hotel in Sector-24 on Lease basis, the details of area, reserve land premium, Proposal Due Date, Earnest money Deposit for the land parcels is given below –

Project	Reserve Land Premium Rate (Rs per sqm)	Earnest Money (Rs. in Lacs)	Proposal Due Date
Hotel in Sector-24 Area of land parcel – about 19,000 sqm (about 1.90 Ha)	@ Rs. 10,700/- (Rupees Ten Thousand Seven Hundred per sqm)	Rs. 20.00 Lacs (Rupees Twenty Lacs Only)	05/02/2013 upto 3 pm.

- (ii) The indicative locations of the land parcels are shown in **Appendix-I** to this document.
- (iii) The tender(s) for highest Land Premium shall be considered. Tender of rate less than the Reserve Land Premium shall be summarily rejected.
- (iv) The Modified Tender Documents can be downloaded from the website www.nayaraipur.com from 24/01/2013 and be used it, 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 payorder 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 Proposal Due Date, NRDA will not be responsible for any delay, loss or non-receipt of the same.

3. Minimum Eligibility Criteria

(i) Any individual, proprietor or partnership firm, private or public limited company, having following experience and eligibility can submit tender -

(a) The firm or the company, as the case may be should be registered in India.

(b) 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

(c) In case of a tender by a partnership firm all the partners are required to sign the tender document and the enclosures. In case the documents mentioned above are not signed by all the partners but signed by only one partner, necessary authorization letter from all the other partners should be enclosed. The following documents should be enclosed:

- I. a certified copy of duly registered partnership deed.
- II. a certified copy of Certificate issued by the Registrar of Firms'

(ii) The Tenderer as a developer 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 of at-least two Budget Hotels / one Star Hotel with infrastructure for services having aggregate Built Up area of 11000 sqm.

(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

- i. 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
- ii. notarised copy of the building permission/completion certificates issued by the competent authority and
- iii. Notarized copy of certificate of client (if applicable) certifying the completion of eligible projects

(iv) The tenderer should have Minimum Net worth of Rs 10 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)
- For Partnership Firm: Net Worth = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners
- For Proprietorship firm: Net Worth = Total Assets – Total Liability

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 processing fee of Rs.5,000/- by the way of demand draft / pay order.
 - 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 (EMD) of Rs.20.00 Lacs (Rupees Twenty Lacs only) in the form of a Demand draft or payorder 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**. Tender without EMD shall be summarily rejected.

- (ii) If the Tender is not accepted the amount of EMD shall be refunded but no interest on it shall be paid. EMD of the unsuccessful Tenderers shall be returned within a period of 30 working days from the date of acceptance of the allotment to the Successful Tenderer. EMD submitted by the Successful Tenderer shall be adjusted in the first instalment of the Land Premium.
- (iii) In case the successful Tenderer has deposited EMD in the form of Bank Guarantee, the said Bank Guarantee shall be released after the amount equal to 20% of accepted Land Premium is deposited within the prescribed time.
- (iv) 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. Tender Format

- (i) The tender documents can be downloaded from the NRDA website.
- (ii) The Tenderer is required to provide all the information/document as prescribed in the Tender formats appended to this document. NRDA shall consider only those Tenders that are received within the due date and time and in the prescribed format and are complete in all respects. The Tender shall comprise the following:
 - (a) **Envelope A** - It should contain the Bank Draft for full value of the **EMD** payable to the Chief Executive Officer, Naya Raipur Development Authority or in the form of Bank guarantee of full value with a validity period of 240 days from the last date of submission of tender. This envelope should also contain processing fee of Rs.5,000/- by the way of demand draft / pay order.

- (b) **Envelope B** - It should contain Tender documents in prescribed form set out in **Appendix-III to Appendix-VI**, duly signed in each page by a person having power of attorney. The format of the Power of Attorney is set out in **Appendix-VII** of this document.
 - (c) **Envelope C** - It should contain the Financial Tender in prescribed form set out in **Appendix-VIII**, duly signed by a person having power of attorney
- (iii) NRDA shall have the right to reject a tender that does not contain any of the documents, mentioned in this NIT and in the event it is found that any of the forms is not in the format prescribed in this NIT.

8. 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, B and C separately in two envelopes, duly marking them as “**Envelope A**”, “**Envelope B**” and “**Envelope C**”. 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 Development of Hotel 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**

9. 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 Proposal Due Date, in the presence of Tenderers/their authorised representative who choose to remain present during the opening of tenders. Envelop 'B' of only those tenders shall be opened thereafter whose tenders are found responsive in terms of processing fees and Earnest Money Deposit.
- (iii) The contents of Envelop 'B' 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.
- (iv) Envelop 'C' 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.
- (v) NRDA shall have right to invite the highest Tenderer for negotiation.
- (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 or any extension granted by NRDA, failing which the NoA shall be annulled and the earnest money shall be forfeited and appropriated by NRDA..
 - (b) The successful Tenderer shall deposit first installment amount equal to 20% (Twenty percent) of the accepted Land Premium (less the amount of EMD if the EMD has been deposited in the form of Bank Draft) along with taxes as applicable within 90 (Ninety) days of issue of the Notice of Award (NoA).
 - (c) The successful Tenderer shall also furnish an unconditional and irrevocable Bank Guarantee from a Nationalised /Scheduled bank having a branch in Raipur, Chhattisgarh, in favour of NRDA, within 90 (Ninety) days of issue of the Notice of Award (NoA), for the remaining installments of the Land Premium comprising the remaining amount of the Total Land Premium with applicable interest thereon, the

format for the bank guaranty appended in the Draft Lease Agreement. The said Bank Guarantee shall be valid for 6 (Six) years from the date of signing of the Lease Agreement or till the successful tenderer make the full payment of the Total Land Premium with applicable interest thereon to NRDA, whichever is earlier. However, the Bank Guarantee may be stepped down on pro-rata basis against the payments received by NRDA for remaining installments.

(d) The successful Tenderer shall pay the Annual Lease Rent at the rate of 2% (Two Percent) per annum of the Total Land Premium in advance before 15th day of April of every year during the Lease Period. However, for the initial year the successful Tenderer shall pay the Lease Rent for the remaining period of the year commencing from the date of signing of the Lease Agreement ending on 31 March of the financial year, within 90 (Ninety) days from the date of issuance of the NoA.

(e) After deposit of the first instalment of the Land Premium, Bank Guarantee for the remaining instalments and the Annual Lease Rent as specified herein above within 90 (Ninety) days from the date of issuance of the Notice of Award, the successful Tenderer shall execute the Lease 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.

(f) 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 successful Tenderer on an "As is where is basis" within 30 days of the registering of the Lease Agreement.

(viii) 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.

10. 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.

11. Terms and Conditions of Lease

- (i) The terms and conditions based on which the Tenderer is selected for Development of Theme Township shall be an integral part of the lease agreement.
- (ii) Other terms and conditions are mentioned in the draft lease 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

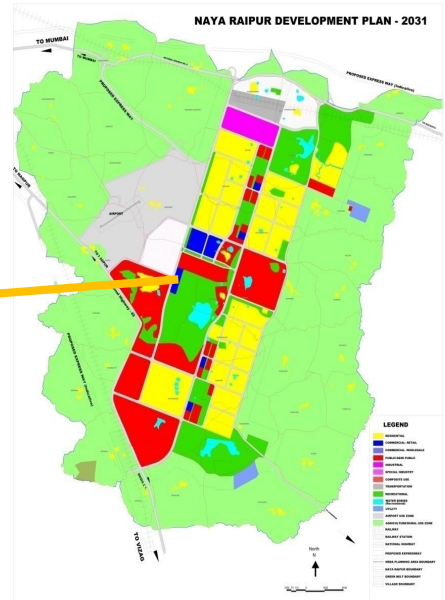
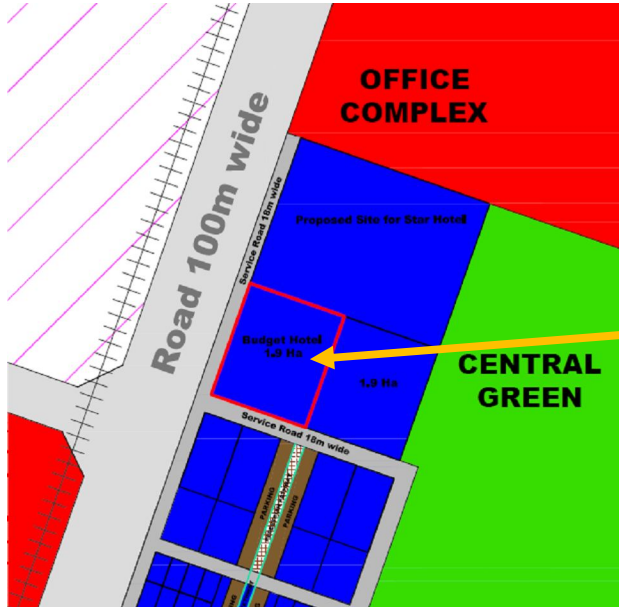
Appendix VII: Format for Power of Attorney

Appendix VIII: Financial Tender

APPENDIX-I

LAYOUT PLAN:

i. Hotel in Sector-24, Sector 21



Plot	Hotel in Sector-24, Sector 21
Area	19,000 Sqm (1.90 Ha)
Type of Development	Hotel
Permissible Ground Coverage	30%
FAR	1.5
Maximum Height	As permissible in the Naya Raipur Development Plan

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 Mahanadi Dwar of Mantralaya, 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 Hotel in Sector-24, Naya Raipur (hereinafter referred to as “the Project”) pursuant to the Modified NIT Document no. 423/383/9-CEP/NRDA/2012 dated 24/01/2013 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 240 (Two hundred and forty) days from the Proposal 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 Notice 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)

APPENDIX-III

FORM NO. – 1

**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 Hotel in Sector-24, Naya Raipur

Dear Sir,

- 1 With reference to the Notice Inviting Tender document (Modified NIT No.: 423/383/9-CE(P)/NRDA/2012 Raipur dated 24/01/2013, I/we, having examined the Tender Documents 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 a regulatory NRDA 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 that has been provided prior to the Proposal Due Date. 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 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 Agreement.
- 18 I/We offer an Earnest Money Deposit (EMD) of Rs. _____/- (Rupees _____ only) to the NRDA in accordance with the NIT Document.
- 19 I/We agree and understand that the Tender is subject to the provisions of the Tender 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 Proposal 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

APPENDIX-IV

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 deed
 - ii. Certificate issued by the Registrar of Firms'
4. The Tenderer as a developer 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 of at-least two Budget Hotels / one Star Hotel project with infrastructure for services having aggregate Built Up area of 11000 sqm.
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 Chartered Accountant, 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/completion certificates issued by the competent authority

**LIST OF PROJECTS (EXECUTED AND ONGOING) in
LAST 7 YEARS TILL THE DATE OF SUBMISSION OF TENDER**

Name of the Tenderer / Applicant firm:

Sl. No.	Name, Location and Description of the completed projects	Total Floor Area Built under the Project (sq.ft.)	Capital Cost of the Project (Rs., Cr.)	Month & Year of completion of the project	Status of the Projects
	A	B	C	D	E
1					
2					
3					
	Total				

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

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

Signature of NRDA Signatory & Seal

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.

APPENDIX-VI

FINANCIAL CAPABILITY OF THE APPLICANT

Name of Applicant Firm:

Particulars	2011-12
Net worth of the Applicant firm as per certificate of the Independent / Statutory Auditor	

Signature of the applicant

Certificate of the Chartered Accountants/Statutory Auditors

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

Signature and Seal of
Chartered Accountants/Statutory Auditors

Note:

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

APPENDIX – VII

**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 allotment of parcel of land for Development of Hotel in Sector-24, 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, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2013

For _____

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

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

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

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 Mahanadi Dwar of Mantralaya,
Raipur 492 001, Chhattisgarh

Sub: Development of Hotel in Sector-24, 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 Hotel.

Type of Development	Area in sq.m.	Tendered Land Premium rate per sqm	
		Rs. In Figure	Rs. In Words
Hotel			

2. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all terms and provisions of the said condition of the allotment set forth in the Tender document or in default, thereof to forfeit earnest money & pay to the NRDA the sums of money mentioned in the said condition.
3. 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 - / /2013

**Modified Draft Lease Agreement for
Development of Hotel
in Sector-24, Naya Raipur**

DRFAT LEASE AGREEMENT

This agreement is entered into on the ----- day of -----, 2013 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**" or the "**First Party**", which expression shall include its permitted assigns and successors-in-interest) of the **One Part**;

AND

M/s _____(Name of the Tenderer) a Company incorporated/ registered under the provisions of the _____ registered on ___/___/___ at _____(City) and having its registered office at _____(Address) (hereinafter referred to as the "**Second Party**" or the "**Lessee**" which expression shall unless repugnant to the context include its permitted assigns and the successors-in-interest) of the **Other Part**.

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

WHEREAS:

- (i) NRDA desires to develop a parcel of land, measuring approximately 19,000 square metre ("the Project Land" more specifically defined in **Schedule-I** hereto), through allotting the land to a developer selected through competitive bidding process. The project land bears in Sector-24 of Naya Raipur and earmarked for Development of Hotels with related infrastructure facilities (herein after referred to as "**the Project**").
- (ii) NRDA invited tender for Development of Hotel in Sector-24 in Naya Raipur vide Modified NIT No. 423/383/9-CEP/NRDA/2012 Raipur dated 24/01/2013, on lease for the design, financing, construction, marketing and sub-lease of the built-up area and operation and maintenance of the Hotel during the period of lease.

- (iii) The Land Premium of Rs._____/ - per sqm, offered by the Second Party, being the highest tender, has been accepted by NRDA, vide its Notice of Award (NoA) no. ____/____/9-CEP/NRDA/2012 Raipur Dated ____/____/2013 appended in **Schedule-II**.
- (iv) After the issuance of the NoA, the Second Party, as a pre-condition to the execution of this Lease Agreement, made the payment of 20% of the Premium, amounting to Rs. _____/- (Rupees _____ only) vide Demand draft or payorder No. _____, dated ____/____/____ drawn in favour of Chief Executive Officer, NRDA, issued by _____ Bank, payable at Raipur, Chhattisgarh.
- (v) An amount of Rs. _____/- (Rupees _____ Only) has been paid by the Second Party towards the first Year's annual Lease Rent, vide Demand draft or payorder No. _____ dated ____/____/____ drawn in favour of Chief Executive Officer, NRDA from _____(Bank) payable at Raipur, Chhattisgarh, and;
- (vi) The Second Party has submitted an Irrevocable and Unconditional Bank Guarantee appended in **Schedule-III** issued by the _____(name of Bank), bearing BG Number _____ dated ____/____/____ valid till ____/____/____ in favour of NRDA for Rs.____/- (Rupees _____ only) operative at Raipur and if invoked, be encashable at _____(Branch), Raipur towards the remaining installment of the Land Premium, Lease Rent and in any applicable penalty, which shall be appropriated by NRDA without serving any notice to the Second Party, in the event of non-payment of any amount by the Second Party within prescribed duration or any extension thereof. The Lessee, under the terms and conditions of the tender documents hereby promises to pay the balance amount of Land Premium in the manner and within the time setout hereunder in this Lease Agreement.
- (vii) 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 Second Party and subject to strict adherence of the terms and conditions of the lease, vesting unencumbered possession thereof with the Lessee, on the terms and conditions hereinafter contained.

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

1. In consideration of the payment made and promised as setout hereunder and reserved and the covenants on the part of the Second Party, NRDA, hereby leases and demises on an "as is where is basis" unto the Second Party under the terms and conditions of this Agreement and effective from the date of signing of this Lease Agreement, the land parcel (herein after called as "Leased Land") without

interruption or interference, free from encumbrances.

2. NRDA hereby vests the Demised Premises unto the Lessee under the terms of this Agreement started from the ___ day of _____ 2013 for The period of lease shall be 30 (Thirty) years initially commencing from the ___ day of _____ 2013 and ending on ___ day of _____20___, The lease, after expiry of the initial period, shall be renewed for another successive term of 30 years aggregating to a total of 60 (Sixty) years from the date of signing of Lease Agreement subject to the compliance of the terms and conditions of this Lease Agreement. NRDA hereby undertakes that it shall not terminate this Agreement or refuse to extend the lease term, except upon the due and valid termination of this Lease Agreement on the breach of any of the terms and conditions of this lease Agreement by the Lessee.
3. (i) This in consideration of the Total Land Premium of Rs. _____ (Rupees _____) out of which the 1st Instalment has been paid by the Lessee to the Lessor, the lessee shall pay the balance amount of land premium in the manner hereinafter provided in instalments on the dates specified below along with interest at the rate of 10% per annum compounded annually from the date of signing of the lease deed.

S. No	Instalment No.	Due Date	Amount (in Rs.)
1	2 nd Instalment <i>[10% of Land Premium together with the interest)</i>	<i>(Within 30 days of completion of First Anniversary of the date of Signing of this Lease Agreement)</i>	Rs. _____/-
2	3 rd Instalment <i>[10% of Land Premium together with the interest)</i>	<i>(Within 30 days of completion of Second Anniversary of the date of Signing of this Lease Agreement)</i>	Rs. _____/-
3	4 th Instalment <i>[20% of Land Premium together with the interest)</i>	<i>(Within 30 days of completion of Third Anniversary of the date of Signing of this Lease Agreement)</i>	Rs. _____/-
4	5 th Instalment <i>[20% of Land Premium together with the interest)</i>	<i>(Within 30 days of completion of Fourth Anniversary of the date of Signing of this Lease Agreement)</i>	Rs. _____/-
5	6 th Instalment <i>[20% of Land Premium together with the interest)</i>	<i>(Within 30 days of completion of Fifth Anniversary of the date of Signing of this Lease Agreement)</i>	Rs. _____/-

- (ii) If the lessee fails to deposit instalments with interest by the specified dates,

the interest on default amount for delayed period shall be charged at the rate of 12% per annum compounded monthly instalments are payable as schedule given below, failing which the instalment due shall be realised alongwith the interest due from the Bank Guarantee submitted towards the balance premium. The Lessee, in such an event shall submit a fresh Bank Guarantee for the requisite amount for the period till __/__/20__ within thirty days of notice for submission of fresh Bank Guarantee, failing which the Lease may be terminated.

(iii) The amount deposited by the lessee against the instalments due will first be adjusted against the interest and thereafter against instalment, and lease rent respectively. No request of the lessee contrary to this will be entertained.

4. The Lessee shall also, effective from the date of signing of this Lease Agreement and during the term of the Lease Period, pay Lease Rent to the Lessor at the rate of 2% (Two Percent) of the Total Land Premium per annum in advance before 15th day of April of every year during the Lease Period, by way of a Demand draft or payorder in favour of the Lessor on a nationalized/scheduled bank having a branch at Raipur.

Provided that, on and with effect from the thirty-first Year of this Lease Agreement, the Lease Rent payable per annum shall stand increased maximum by 100% (Hundred Percent) as decided by the NRDA and similarly on and with effect from the sixty-first Year of this Lease Agreement, the Lease Rent payable per annum shall stand increased maximum by 100% (Hundred Percent) of the lease rent prevalent in the sixtieth year, as decided by the NRDA, under the provisions of Chhattisgarh Vishesh Khsetra (Achal Sampatti ka Vyayan) Niyam.

5. The Lessee shall construct and develop the Hotel as per the provisions in the Naya Raipur Development Plan 2031 including the Development Control Regulation therein and Naya Raipur Urban Design Guideline. For any other provisions required for land development/ building activity, the "Chhattisgarh Bhumi Vikas Niyam 1984" and National Building Code shall be applicable.
6. The lessee shall erect fencing of approved design either temporally or permanently within 3 (Three) months of the signing of this Lease Agreement.
7. The Lessee shall complete all Project Development activities such as approval of DPR, approvals from town planning department / approval for water supply, power and all other statutory approvals within six months from the date of signing of Lease Agreement as per the following provisions:

- (i) The Lessee shall, within 6 (Six) months from the date of signing of this Lease 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.
- (ii) The DPR shall set out in detail the following:
- a) Detailed list of Applicable Permits to be obtained by the Lessee, the government agency concerned for sanction and the stages in the Project when such Applicable Permits would need to be sought;
 - b) Layout and Master Plan for the entire Project Site;
 - c) 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.;
 - d) Tentative list of Project Facilities along with details of the capacity, location and dimensions of the facilities;
 - e) The DPR prepared by the Lessee should necessarily provide for development in a phased manner.
 - f) Tentative area statements for all Project Facilities, including FAR permissible, FAR proposed to be consumed.
 - g) Construction time schedules for completion of the various phases which shall be in accordance with the Project Completion Schedule;
 - h) Standards & specifications of proposed Basic Infrastructure Facilities, building materials for Basic Infrastructure Facilities, procedures, type, and other details of the construction activities;
 - i) 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
 - j) Safety requirements, procedures for emergency evacuation and other usages related to the construction of Project Facilities;
 - k) Details of the reports to be submitted and procedure for reviews.
 - l) Any other detail deemed necessary.

- (iii) Within 30 days of receipt of the DPR, NRDA shall review the DPR and either approve 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 Lessee 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 Lessee 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.
- (iv) In case the revised DPR submitted by the Lessee pursuant to the direction of NRDA, does not comply with the direction or the Lessee 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 Lessee for compliance, failing which, with reasonable prior notice to the Lessee, Lessor shall have the option to terminate this Lease Agreement.
- (v) Land diversion shall be done by NRDA at its own cost. The lessee 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 Lessee shall obtain the statutory approvals of the environment clearance (as per applicable law) within 3 (Three) months from the date of approval of the Final DPR, in conformity of approved DPR, from the competent authority.
- (vii) If the lessee is unable to obtained approvals as setout hereinabove within the stipulated time, on written request of the lessee, NRDA, at its sole discretion, may provide the Lessee time extension for the said approvals which may aggregate maximum upto 3 (Three) months, subject to the condition that the Scheduled Project Completion Date shall not be extended in any case.

Provided that of the reason for delay in approvals are attributable to the inactions of the Lessee, NRDA shall levy a penalty of 1% (One Percent) per month of Land Premium for the delay maximum upto 3 (Three) months from the date of completion of 9 (Nine) months of signing of this lease Agreement, provided however that the Scheduled Project Completion Date shall not be extended in any case.

- (viii) Failure of the Lessee to submit the Designs and Drawings to the competent authority and submitting application for approval within a period of 15 days approval of the DPR shall entitle NRDA to forfeit the amount and security submitted for Land Premium amount and to terminate this Lease Agreement without being liable in any manner whatsoever to the Lessee.

8. Development, Operation & Maintenance obligations:

The obligation of the Lessee during the Development stage, post Development stage and during the stage of Operation & Maintenance shall be as per the following provisions:

(i) Development

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

- a) Survey, investigations, studies, planning, designing, monitoring, construction, marketing, and cost estimation, preparation of DPR.
- b) As per the approved DPR obtaining approvals from competent Authority.
- c) Construction, development and maintenance of Hotel with all the modern facility and shall also be responsible for development of Common Physical Infrastructure including roads, water supply, underground sewerage, solid waste collection and disposal system, drainage, electricity / power distribution through underground cables and indoor transformers, telecommunications, security system, in conformity with the approved DPR and as per the provision of Naya Raipur Development Plan – 2031 and in conformity with the approved DPR. However, NRDA shall provide / facilitate to provide infrastructural facilities like Power, Sewer and Road connectivity up to the boundary of project site.
- d) The Lessee shall bear and pay any and all taxes, duties, charges, levies and cess as per applicable laws
- e) Development and maintenance of all green areas, open areas, garden, parking, and other social infrastructures including Institutional, Commercial and Retail on the Project Land in conformity with the approved DPR and Naya Raipur Development Plan - 2031.

(ii) Operation and Maintenance (O&M)

The Lessee shall operate and maintain the Project, whether itself or through an Operator. The lessee shall modify, repair or make improvements to the Project in accordance with specifications and in accordance with Good Industry Practice, applicable Indian laws and directives and for that purpose do all such acts, Agreements and things necessary and expedient including but without limitation, as per the provisions of this Agreement.

9. The Lessee as a mandatory condition of this Lease as per the Development Schedule appended in **Schedule IV**:

- (i) The Lessee shall construct and complete minimum 25% of Hotel in all respect on Project Site within 2 years from the date of approval of DPR.
- (ii) The Lessee shall construct and complete minimum 50% of Hotel in all respect on Project Site within 3 years from the date of approval of DPR.
- (iii) The Lessee shall construct and complete 100% of Hotel in all respect on Project Site within 5 years from the date of approval of DPR.
- (iv) Common Physical Infrastructure, Common Utilities, Common Social Infrastructure including Landscaping and Greenery, road and other basic infrastructure to be completed within 5 years to support the office built-up units as per the provision of Naya Raipur Development Plan - 2031.
- (v) The Lessee shall submit a certificate from an architect approved under Bhumi Vikas Niyam – 1984, in support of the completion of the construction at the stages setout herein above.
- (vi) The Lessee shall strictly adhere to the Standards and Specifications of Approved DPR and Applicable Laws. In the event of any defaults for not adhering to this at the time of construction, and the lessee fails to cure the default within a Cure Period of 60 (sixty) days from the notice of cure served by NRDA, provided however that the Scheduled Project Completion Date shall not be extended and shall entitle NRDA to forfeit the amount and security submitted for Land Premium amount and to terminate this Lease Agreement without being liable in any manner whatsoever to the Lessee.
- (vii) The developer shall be responsible for construction and maintenance of necessary hutments for its labours within the its site along with providing power, drinking water, sanitation and other facilities at its own cost. The

developer shall demolish all such hutments and remove the debris from site before completion of project at its own cost.

(viii) The Lessee shall ensure that at least 25% of the employees whether permanent/ temporary/ outsourced in the project facilities during the construction / operation period are selected from the Project Affected Persons (PAPs) of Naya Raipur (as defined in Resettlement and Rehabilitation plan) depending on their qualification and skills.

10. If the lessee does not complete the construction and commence operation within 60 (Sixty) months as required, the extension in time to complete the development and/or construction may be granted by the Chief Executive Officer, subject to payment by the lessee of surcharge 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 Land Premium
First	Twelve months or part thereof	Twenty
Second	Twelve months or part thereof after the First extension of time	Twenty five
Third	Twelve months or part thereof after the Second extension of time	Thirty
Fourth	Twelve months or part thereof after the Third extension of time	Thirty five
Fifth	Twelve months or part thereof after the Fourth extension of time	Forty

11. If any person, against the conditions of lease or unauthorisedly or illegally takes any part or whole of the plot/property in his possession or constructs without obtaining permission, the Chief Executive Officer, NRDA 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. The terms and conditions in the tender document based on which the Lessee is selected for Development of Hotel in Sector-24, Naya Raipur shall be an integral part of this Lease Agreement.

13. Lessee shall during the period of lease, pay all rates taxes and all other charges due

and becoming due in respect of the land and on property thereupon.

14. The lessee 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.
15. 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.
16. If any condition of lease is violated, the Authority shall have power to terminate the lease and re-enter into the property and forfeit the amount paid to the Authority. Provided that before terminating the lease and making re-entry into the property, a notice shall be served and reasonable opportunity of hearing shall be given to the lessee.
17. 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 submits an application with a duly notarized affidavit within 90 days of notice of resignation, that the breaches, for which the lease was terminated, shall be remedied by him.
18. At the expiration or sooner determination of the period of lease, the lessee shall hand over the possession of the demised land to the Authority. The premium amount deposited for the demised land shall not be refunded.
19. The lessee, shall not sale/ sublease, mortgage, gift or otherwise hand over or transfer any land to any other person, except as provided in this Lease Agreement.
20. **Marketing of the Project**
 - (i) The Lessee shall be solely responsible for marketing and sale/sub-leasing of the built-up area including office units. The Lessee shall undertake all marketing activities in this regard at its own costs and expenses. However, subject to the provision of this Agreement, the Lessee may appoint Contactors for the marketing of the Project. During marketing, the schemes, it shall be clearly specified that only land has been provided by NRDA for constructing and maintaining the Project, while it is the Lessee who is responsible for construction, its quality parameters, delivery schedule, defects, if any, alongwith Operation and Maintenance of the Project as set

forth in this agreement.

- (ii) The Lessee shall be free to publish/issue information about the entire scheme of project in accordance with the DPR approved by NRDA. However, sale / sub-leasing of the built-up area shall strictly be according to the sale / sub-lease rights granted in proportion to the payment of premium. The phasing of the marketing shall be clearly defined in the DPR.
- (iii) The Lessee shall submit draft copy of all the marketing booklets, advertisement, rate list etc for approval of NRDA.
- (iv) The Lessee shall get the draft sale Agreement approved from NRDA prior to execution of any sale Agreement.

21. Right to Sub-Lease

- (i) Sub-lease of land is not permitted in the project site. The Lessee shall have the right to decide the price for sub lease of built-up spaces and also price for sub-lease of the built-up area including social, recreational common infrastructure etc. The Lessee shall be free to announce schemes for sale / sub-lease of various the types of built-up areas within the project site, developed and constructed in accordance with the DPR approved by NRDA.
- (ii) The Lessee shall have the right to decide the amount, to be paid by the owners of office Units as one time during the handing over of office units and sub-lessee of the built-up area for social, recreational common infrastructure, regard being had to then prevailing market rates of comparable units in Raipur / Naya Raipur.
- (iii) The Lessee will have the right to decide the amount, to be paid by the owner / sub-lessee of the built-up area as recurring charge per month for providing service, maintenance of infrastructure and social, recreational common infrastructures, regard being had to then prevailing market rates of comparable units in Raipur / Naya Raipur.
- (iv) The Lessee shall submit a copy of the duly notarised sale deed / sub-lease Agreement executed with office unit buyer / the sub-lessee within 15 days from the execution of the said Agreement to NRDA.
- (v) The Lessee further agrees and undertakes that it shall be solely and exclusively liable to the office unit owners / the sub-lessee for all acts and omissions attributable to the Lessee and/or the Contractor and/or the

Operator/ Service provider.

- (vi) The lessee shall be liable to pay the service charges towards the operation and maintenance of external infrastructure, to NRDA. NRDA reserves right to modify the service charges from time-to-time. The sale Agreement should clearly indicate the above provisions.

22. The Lessee may mortgaged the land with the Central Government, State Government, Nationalized bank, Life Insurance Corporation, Chhattisgarh State Finance Corporation, Housing and Urban Development Corporation or any other Financial Institution which are approved by the Authority from time to time however the permission for the mortgage shall be granted subject to the following conditions-

- A.** The mortgage permission shall be granted (where the project land is not cancelled or any show cause notice is not served), after registration of Lease Agreement, in favour of Bank/Govt. organization/approved financial institution on receipt of simple request from the Lessee. The Lessee should have valid time period for construction as per terms of lease Agreement or should have obtained valid extension of time for construction and should have cleared up-to-date dues.
- B.** The Lessee shall submit the following documents:
- a. Sanction letter of the concerned Bank/approved financial institution.
 - b. An affidavit on non-judicial stamp paper of appropriate value duly notarized stating that there is no unauthorized construction and commercial activities on the allotted land Clearance of up to date dues.
 - c. NRDA shall have first charge on the project site toward payment of all dues of NRDA.

Provided that in the event of sale or foreclosure of the mortgaged/charged property the Authority shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Authority in respect of the market value of the said land shall be final and binding on all the parties concerned.

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

23. 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, 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 lessee

24. 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, NRDA 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.

25. The dimensions of project land shown are subject to variation as per the actual demarcation on the site. The premium shall be adjusted as per actual demarcation. The lessee shall have such access to the land as is provided at the 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.

26. 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.

27. (i) If the Authority in future grants any additional benefits due to amendments in the development plan are development rules, such as additional floor area ratio or change in use or any concession whatsoever which may be financially beneficial to the lessee, the Authority shall have power to charge additional premium and/or fees, at the rate decided by it and proportionate increase in the lease rent.

(ii) In case the maximum permissible FAR applicable for the project land is increased as per the provision of the Naya Raipur Development Plan 2031 at

any time after the signing of this agreement but before the completion of the project, the lessee may in writing request NRDA to grant the use of such additional FAR.

In the event, NRDA approves grant of additional FAR, the lessee shall pay additional premium within 30 days of written intimation given by NRDA. The lessee shall use the additional FAR within the project completion period. The additional premium shall be calculated as below:

Additional Premium = (Total Land Premium x Additional FAR) / (Maximum permissible FAR applicable for the project site, applicable on the date of execution of this Agreement, as per the Naya Raipur Development Plan 2031)

On the written request of the Lessee, NRDA at its discretion may grant a maximum of 60 days of time, from the Date of grant for increased FAR, for the payment of Additional premium subject to lessee agreeing to pay interest on the amount of Additional Premium at the rate of 10% per annum compounded monthly. Failure to pay such Additional Premium with applicable interest within 60 days from the Date of issue of the intimation shall entitle NRDA to annul the approval of the grant of additional FAR.

28. The lessee shall not construct any religious building on the demised project land nor shall permit such construction and even will not give permission to use the project land for such purposes.
29. The lessee shall not manufacture, store, use or sale any explosive or narcotic material in the demised plot.
30. The lessee shall not dig any tube well without prior permission of lessor.
31. The lessee shall construct and maintain rain water harvesting system in all the buildings.
32. The lessee shall not deny any part of demised land if needed for public purposes.
33. The transfer of property under this lease 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:

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

Schedule-III : Bank Guarantee towards remaining balance of the Total
Land Premium

Schedule-IV : Bank Guarantee towards Performance Security

Schedule-V : Development Schedule

Schedule-I: Project Land

1. Khasra Nos. and Land Details

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

Schedule III Bank Guarantee towards remaining balance of the Total Land Premium

(On requisite Stamp Paper)

1. In consideration of the Naya Raipur Development Authority (hereinafter called "the Lessor") having agreed to exempt _____ (hereinafter called "the Lessee") from the demand, under the terms and conditions of Notice of Award (NoA) issued in respect of the development of "_____" [Project Name] on Lease basis at Raipur, Chhattisgarh on _____ square meter of land parcel, and subsequent Lease Agreement being signed between Lessee and Lessor for the development, marketing, allotment of the office units and built-up spaces of the said project (hereinafter called "the said Agreement"), for the due fulfillment by the said Agreement of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for **Rs. XX (Rupees XX)**.
2. We, _____ (hereinafter referred (indicate the name of the bank) to as "the Bank") at the request of Lessee do hereby undertake to pay to the Lessor an amount not exceeding **Rs. XX** against any non fulfillment of the obligations of the Agreement or loss or damage caused to or suffered or would be caused to or suffered by the Lessor by reason of any breach of any terms and conditions contained in the said Agreement by the said Lessee for the Payment of **Rs.XX** of remaining balance towards "Total Land Premium" in terms of the said Agreement.
3. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, hereby on a demand from the Lessor stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Lessor by reason of breach of any terms and conditions contained in the said Agreement by the said Lessee, or by reason of the Lessee failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.XX** only.
4. We undertake to pay to the Lessor any money so demanded not withstanding any dispute or disputes raised by the Lessee in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Lessee shall have no claim against us for making such payment.
5. We, _____(indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Designation (NRDA) , of the Lessor certifies that the terms and conditions of the said Agreement regard to payment of Total Land Premium Fee have been fully and properly fulfilled/carried out by the said Lessee and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ (indicate the date- **6 (Six) Years from the date of signing of the**

Lease Agreement), we shall be discharged from all liability under this guarantee thereafter.

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

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

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

Signed and delivered by the above named _____Bank by its

Authorized Signatory as authorized by

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

Authorized Signatory

Name:

Designation:

Schedule-IV: Detailed Development Schedule as per Approved DPR

(To be appended after the approval of Final DPR)