

Notice Inviting Tenders
for Allotment of Built-up Space
For Bank in Naya Raipur



NIT No. 546/339/9-CEP/NRDA/2012 Raipur dated 01-02-2012



NAYA RAIPUR DEVELOPMENT AUTHORITY

Near Mahanadi Dwar of Mantralaya, Raipur – 492001 (Chhattisgarh)

Tel./Fax : 0771-4066011 / 4066188

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

DISCLAIMER

- I. The information contained in this Notice Inviting Tender document provided to the Tenderer(s), by Naya Raipur Development Authority (NRDA) on behalf of GOCG or any of its employees or advisors, is provided to the Tenderer(s) on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

- II. The purpose of this document is to provide the Tenderer(s) with information to assist the formulation of their Proposals. This document does not purport to contain all the information each Tenderer may require. This document may not be appropriate for all persons, and it is not possible for NRDA, its employees or advisors to consider the functional/investment objectives, financial situation and particular needs of each Tenderer who reads or uses this document. Each Tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. NRDA, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the document.

1. General

- 1.1 Government of Chhattisgarh (GoCG) has decided to develop a City named "Naya Raipur" near the present day Capital City of Raipur for the State Capital functions supported by all other function required for sustainable city such as physical and social infrastructure, residential, institutional commercial and industrial developments.
- 1.2 Naya Raipur Development Authority (NRDA) entrusted with the planning and development of Naya Raipur, is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhinyam, 1973 for development and administration of Naya Raipur.
- 1.3 NRDA is developing Naya Raipur as per the provision of the "Naya Raipur Development Plan - 2031". As a part of development, the Capitol Complex with various administrative office including State Secretariat Building is being developed. The Amenities Block of the development has Built-up Space for two banks.
- 1.4 NRDA has been directed to invite tenders for allotment of Built-up Space for one Bank.

2. Invitation of Tenders and Direction

- 2.1 NRDA Invites Tenders for highest Annual License Fee from Nationalised / Scheduled Banks in prescribed forms for Allotment of Built-up Space on license in Naya Raipur to setup a General Core Banking Branch of the bank. The details are given below–

| Facility | Area of Built-up Space |
|-------------------------|-------------------------------|
| Built-up space for Bank | about 294 sq.m. |

2.2 Minimum Eligibility Criteria

A Tenderer shall be a Nationalised/Scheduled Bank of India operating in Chhattisgarh since last 5 years. Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934

A Tenderer is required to submit certified copies of all the required documents to support the above eligibility criteria, without which the tender may not be considered.

- 2.3 On acceptance of the Tender the space shall be allotted on license for a period of 10 (Ten) years which shall be renewed for each term of 10 (Ten) years, for two such terms subject to an increase of maximum Ten percent of

the annual license fee of the built-up space every year, as decided by the Authority.

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

3. Earnest Money Deposit (EMD)

- (i) The Tender should necessarily be accompanied by (a) Earnest Money Deposit for an amount of Rs. 25,000/- (Rupees Twenty Five Thousand) only and (b) Non refundable Processing fee of Rs. 5000/- (Rs five thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, on any scheduled bank payable at Raipur.
- (ii) Tender without EMD and/or processing fee shall be summarily rejected.
- (iii) If the Tender is not accepted, the amount of EMD shall be refunded but no interest on it shall be payable.
- (iv) EMD of the unsuccessful Tenderers shall be returned within a period of three (3) weeks from the date of acceptance of the allotment to the Successful Tenderer. EMD submitted by the Successful Tenderer shall be adjusted in the security deposit.
- (v) EMD shall be forfeited in the following cases:
 - a) if any information or document furnished by the Tenderer turns out to be misleading or untrue in any material respect; and
 - b) if the successful Tenderer fails to deposit the full amount of the Security Deposit within the stipulated time or any extension thereof provided by NRDA.

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

5. Payment of the License fee and Security Deposit –

5.1 The successful Tenderer shall pay one year license fee of security deposit within 45 (Forty Five) days from the date of issuance of the Letter of Acceptance of tender and execute License Agreement and mobilise to set up Bank, failing which the LoA shall be cancelled and the EMD shall be forfeited and be appropriated by NRDA. NRDA shall have the right to allot the Built-up

Space to the next Highest Bidder, if Second Highest Bidder agrees to match the Price Bid of Highest Bidder or otherwise, as may be decided by NRDA.

6. Tender Format

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

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

6.3 The tender submitted shall contain details/documents as listed below. Tenders without accompanying all details/documents listed below will be rejected.

6.4 Envelope No.1

a) Complete set of tender document duly filled and signed by the Tenderer on all pages along with all supporting documents.

b) Tenderer is required to provide all the information/document as per prescribed Tender format appended at **Appendix-II**.

c) The Bank Draft for EMD of Rs. 25,000/- (Rs. Twenty Five Thousand only) payable to the Chief Executive Officer, Naya Raipur Development Authority in any Nationalised/ Scheduled Bank at Raipur.

d) Non-refundable Processing fee of Rs. 5000/- (Rs. Five Thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, in any Nationalised/ Scheduled bank payable at Raipur.

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

6.5 Envelope No.2

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

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

7. Sealing and Marking of Proposal

i. The Tender shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory. All the alterations, omissions, additions, or any other amendments made to the Tender shall also be initialed by the person(s) signing the Tender.

ii. Each of the envelopes, both outer and inner, must be super scribed with the following information:

1) Tender for the Built-up Space for Bank at Naya Raipur

3) Name and Address of Tenderer

2) Tender Due Date

4) Contact person and phone numbers

iii. 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@nayaraipur.com**

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

9. The important dates are given below -

| | |
|---|--|
| 1. Last Date of receipt of Tenders | February 24, 2012 up to 3-00pm |
| 2. Date of opening of Tenders | On February 24, 2012 at 4-00pm or thereafter |

10. Rights of the Chief Executive Officer

10.1 The tenders that are found responsive in terms of the tender document shall only be considered. The Chief Executive Officer, NRDA reserves the right to call for clarification or document as deemed fit.

10.2 The NRDA reserves the right to reject any or all Tender without assigning any reasons what so ever. NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend, modify or supplement the information in this document by uploading in its website www.nayaraipur.com and which shall not be published in newspaper/s.

11. Terms and Conditions of License

- 11.1 The terms and conditions based on which the Tenderer is selected for allotment of built-up space shall be an integral part of the license agreement.
- 11.2 The successful Tenderer shall execute license agreement and get the same registered at its own cost, bearing all the expenses on stamp duty, registration charges, cost of map and any other charge which may be required for the registration.
- 11.3 Annual License Fee proposed and accepted shall be deposited in advance before 15th day of April of every year.
- 11.4 The licensee shall ensure that the quality of the services and facilities to the employees of Capitol Complex to be provided by Bank shall always be consistent with the established and generally accepted standards of Core Banking with all required facilities. If it is found that quality of services are not satisfactory, a notice may be given by the Authority to improve the services within 30 days. If the services are not improved, the Authority shall have right to terminate the license by giving a notice of 60 days and also an opportunity to be heard to the licensee.
- 11.5 The bank shall provide their services during the working hours of Mantralaya or as decided by Authority.
- 11.6 As the provided space is in high security zone, the employees of the Bank shall follow all the rules, regulations and instructions which shall be defined for the security purpose by the appropriate authority.
- 11.7 **Applicable Permits, Licenses and Approvals:** The Licensee shall be responsible for obtaining all the statutory approvals/ permits/ License / permission. The licensee shall also be responsible for operation, maintenance and housekeeping of the facilities at its own cost.
- 11.8 Licensee shall during the period of license, pay all bills, taxes and all other charges due and becoming due, related to its occupancy and operations.
- 11.9 The Licensee shall pay to the respective Authority for availing services such as water supply, electricity, telecom, sewerage etc. made available by the Authority or by any agency whatsoever authorised by it, at such rates or charges which the Authority or the responsible agency shall decide from time to time.
- 11.10 The Licensee, during the license period, shall not, without obtaining written permission from the Authority, construct anything or develop or implement any change or modification and shall not allow any other to do so.

- 11.11 Designing and furnishing of interiors at its own cost, including painting, false ceiling, lighting, air conditioning, all electrical equipments, all furniture etc, shall be the responsibility of the licensee.
- 11.12 If any person, against the conditions of license or unauthorisedly or illegally takes any part or whole of the property in his possession or constructs without obtaining permission, the Chief Executive officer shall have the power to cancel the license and secure summary eviction in the manner provided by the Chhattisgarh Land Revenue Code, 1959 in addition to taking any other action under the provision of Law.
- 11.13 If any condition of license is violated, the Authority shall have power to terminate the license and re-enter into the property and forfeit the amount paid to the Authority. Provided that before terminating the license and making re-entry into the property, a notice shall be served and reasonably opportunity of hearing shall be given to the Licensee.
- 11.14 The restoration of the license may be done on payment of restoration charge which shall be fixed by the Authority, if the Licensee promises and files a duly notarized affidavit within 90 days of notice of resignation, that the breaches, for which the license was terminated, shall be remedied by him.
- 11.15 At the expiration/termination of the license period, as the case may be the licensee shall ensure that the possession of the built-up space is handed over peacefully to the Authority in good state of housekeeping and maintenance and also that:
- a. There shall be no damage to the tiling, plumbing, flooring or electrification and the premises are in the proper condition.
 - b. No major changes have been incorporated in the premises. If the licensee has made some changes, which are not acceptable to the Authorisee, the latter may ask him to undo the changes.
 - c. All the electricity and telephone charges have been taken care of till the specified date by the licensee at the time of repossession.
 - d. The licensee at the time of repossession shall handover the premises duly colored washed, distempered and painted at its own cost.
- 11.16 The annual repair work such as white washing, painting, petty works such as replacement of glass panes, any electrical item, repairs to plaster, etc. shall be taken care by the Licensee at its own cost.
- 11.17 The licensee, as the case may be, shall not sale, mortgage, gift or otherwise hand over or transfer any land, built-up space or immovable property thereon to any other person.

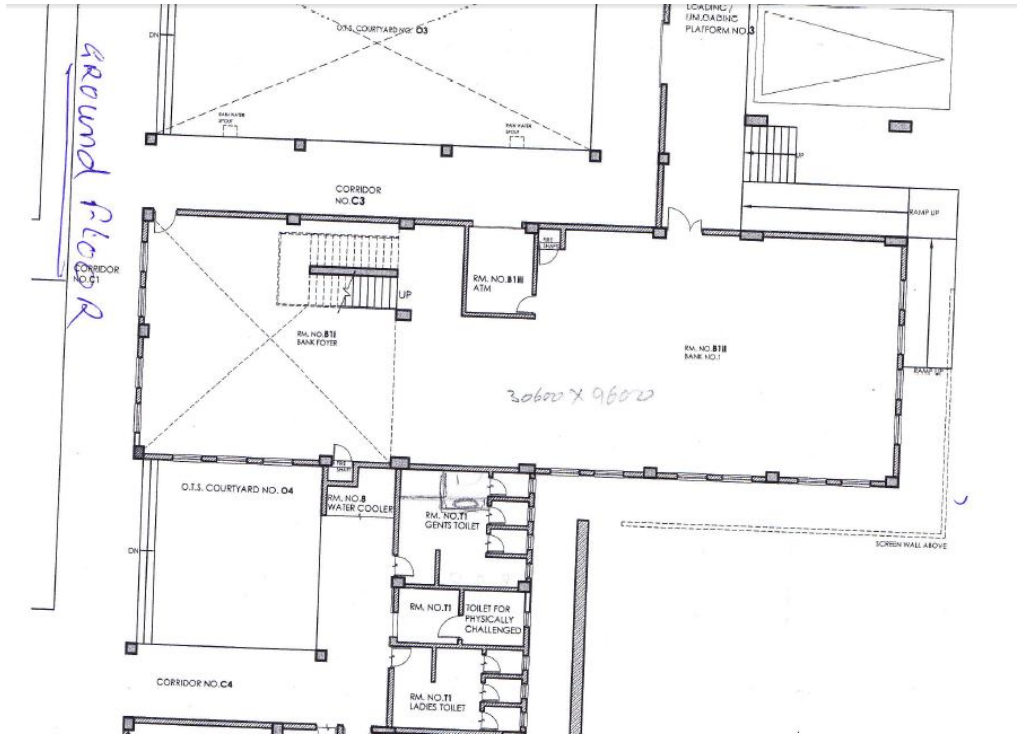
- 11.18 (i) If the Licensee does not pay any part of the License fee within the given timeframe or any other charge and the amount remains as balance, the Authority shall have power to recover penal surcharge for delayed period.
- (ii) If the arrears remain unpaid for two months, the Authority shall have powers to terminate the license, and re-enter in to the property.
- (iii) If the Chief Executive Officer has sufficient reasons to determine that the Licensee, is unable to use the demised property for the purpose for which it is licensed the amount deposited as security deposit forfeited and appropriated the license shall be terminated.
- 11.19 The Licensee shall use the immovable property for the specific purpose for which it is granted. If it is found that the demised property is not being used for the specific purpose for which it is demised, the Chief Executive Officer shall have power to terminate the license and to re-enter in to the property. The amount paid to the Authority shall not be refunded.
- 11.20 If any dispute or difference or claims of any kind arises between the Licensing Authority and the Licensee in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the Termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them, failing which Per-se the courts of Chhattisgarh only shall have the jurisdiction to decide.
- 11.21 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Raipur/ Chhattisgarh, shall have jurisdiction over all matters arising out of or relating to this Agreement.
- 11.22 The transfer of property under this Tender shall be governed by the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."

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

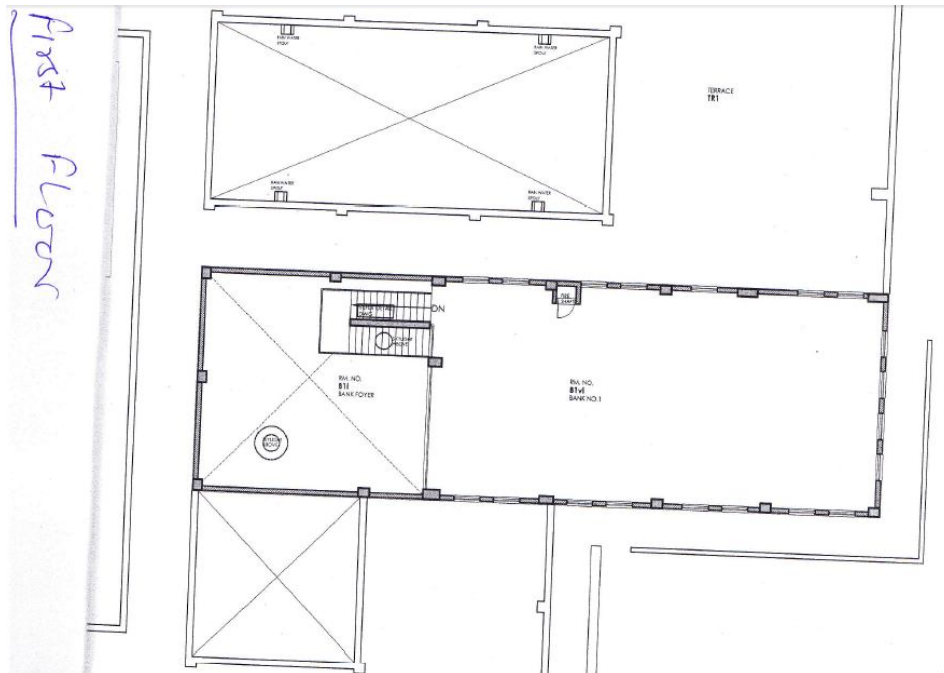
1. LOCATION PLAN OF PROPOSED SPACE



Ground Floor Plan



First Floor Plan



2. SITE LOCATION



Amenities Block of Capitol Complex in Naya Raipur

FORM NO. – 1

Tender for Allotment of Built-up Space for Bank in Naya Raipur

PARTICULARS OF TENDERERS

1. Name of Tenderer :

| |
|--|
| |
|--|

2. Address of Registered head office of the Tenderer:

| | |
|-----------------------|--|
| Address with Pin code | |
| Phone no. | |
| Fax no. | |
| E-Mail - | |
| Website | |

3. Name of Act under which Registered :

| |
|--|
| |
|--|

4. Registration no. date and place :

| |
|--|
| |
|--|

5. Area/jurisdiction of operation as per registration :

| |
|--|
| |
|--|

6. Main Objective (Please quote section/clause no. of relevant document) :

| |
|--|
| |
|--|

7. Name and address of Office bearers/ Directors (Please use separate sheet):

Note: - Please attach notarised copies of -

- i. Copy of Registration Certificate.
- ii. Copy of Articles & Memorandum of Association, Constitution & bye- laws, as the case may be.

Signature of Authority Signatory & Seal

APPENDIX-II

FORM NO. – 2

Tender for Allotment of Built-up Space for Bank in Naya Raipur

Details of Tenderer

1. Name of Tenderer:

2. PAN/TAN no. of Nationalised / Scheduled Banks:

3. Enclose Financial report based on latest audited statement of accounts:

Signature of Authority Signatory & Seal

POWER OF ATTORNEY
(On Stamp paper of relevant value)

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

Dated this the _____ Day of _____ 2012
For _____

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

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

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

APPENDIX - IV

Tender for Allotment of Built-up Space for Bank in Naya Raipur

FORMAT FOR FINANCIAL TENDER

I, Shri. _____ S/o _____ duly authorised by _____ (Name of the Company) to submit this Tender, here by submit the Tender in the form of the Annual License Fee specified in the table below for Allotment of Built-up Space for Bank in Naya Raipur -

| Facility | Proposed Annual Fee | |
|-------------------------|---------------------|--------------|
| | Rs. In Figure | Rs. In Words |
| Built-up Space for Bank | | |

2. I/We hereby understand that on acceptance of this proposal the space shall be allotted on license for a period of 10 (Ten) years which shall be renewed for each term of 10 (Ten) years, for two such terms subject to an increase of maximum Ten percent of the annual license fee of the built-up space every year, as decided by the Authority.

3. 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.

4. A separate sealed Envelope 'A' duly super scribed containing the sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only in the form of Bank Draft as earnest money (EMD) the full value of which is to be absolutely forfeited to the NRDA without prejudice to any other rights or remedies of the NRDA should I/We fail to deposit the balance amount of license fee, security deposit and tax as applicable, if any, within 90 (Ninety) days of the of acceptance or to execute the license agreement within the time specified in the tender document notice.

Signature of the authorised signatory

DATE:

Name of Tender:

Address: