

**Notice Inviting Tender  
for  
Allotment of Land for Building  
Components Manufacturing  
Unit in Sector 5, Naya Raipur**

**NIT no.: 4374 / 617 / 9-CEP/ NRDA/ 2013-14 Dated: 25.09.2013**



**NAYA RAIPUR DEVELOPMENT AUTHORITY**  
**Capitol Complex, Sector-19, Naya Raipur, 492002 (C.G.)**

Fax : 07712511400 email: [ceo@nayaraipur.com](mailto:ceo@nayaraipur.com), Website: [www.nayaraipur.com](http://www.nayaraipur.com)

**Notice Inviting Tender for  
Allotment of Land for Building  
Components Manufacturing Unit in  
Sector 5, Naya Raipur**

**Tender Documents issued to**

**M/s / Shri** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Vide MR Book No.** \_\_\_\_\_, **Receipt No.** \_\_\_\_\_, **dated** \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

**Chief Executive Officer  
Naya Raipur Development NRDA  
Raipur, Chhattisgarh**

**NAYA RAIPUR DEVELOPMENT AUTHORITY**

**Capitol Complex, Sector-19, Naya Raipur, 492002**

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**NIT no.: 4374/617/9-CEP/NRDA/2013-14**

**Dated: 25.09.2013**

**Notice Inviting Tenders for  
Allotment of Land for Building Components  
Manufacturing Unit**

**NRDA invites tenders from reputed firms having financial and technical capabilities to established captioned unit for allotment of plot size 80 x 300 mt app. In Sector 5 Naya Raipur**

**The size of plot, minimum land & development premium, eligibility criteria, terms and condition of allotment, tender form etc are set out in the Tender document which can be downloaded from the website [www.nayarapur.com](http://www.nayarapur.com). The tender should be submitted so as to reach the office latest by 4.00 PM of 28-10-2013. Amendment/modification to the Tender document, if any, shall be uploaded in the website only.**

**Chief Executive Officer**

## DISCLAIMER

1. 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.
2. 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 tender due date. If no intimation is received by the NRDA within the date, it shall be deemed that the Tender is satisfied that the Document is complete in all respects.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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**

- 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 Adhiniyam, 1973 for development and administration of Naya Raipur.
- 1.3 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.
- 1.4 The license period, , is 36 months or the start of the operations of the unit whichever is earlier from the date of execution of the Agreement. There after the lease period starts.

**2. Invitation of Tenders and Direction**

- 2.1 NRDA Invites Tenders for highest premium rate over and above the upset premium rate as mentioned below, in prescribed forms from eligible Tenderers for Allotment of Parcel of Land for Building Components Manufacturing Unit on licence in Sector 5, at Naya Raipur.

Project	Upset Development Premium Rate (Rs per sqm)	Earnest Money Deposit (EMD) in Indian Rupees in lakhs	Tender Due Date
Land for Building Components Manufacturing Unit in Sector – 5 of Naya Raipur (Area of Land parcel – 24000 sqmt)	Rs 6683 /- per sqm (Rs. Six Thousand six hundred & eighty-three per sqm)	Rs. 80 lakh (Rs. Eighty Lacs)	28-10-2013 up to 4.00 PM

The indicative locations of the land parcel is shown in Appendix I to this document. The tender(s) for highest development premium shall be considered. Tender of rate less than the Upset Development Premium rate shall be summarily rejected.

## 2.2 Minimum Eligibility Criteria

### 2.2.1 General Eligibility

- The tenderer may either be a single Company or a group of Companies (hereinafter referred to as “Group Company”).
- The firm or the company, as the case may be should be registered in India under appropriate Law and should have presence in Chhattisgarh at least since 1-4-2011.
- The firm or the company, as the case may be, should have positive net cash accruals during any two (2) financial years (no negative cash accruals) out of the last three (3) financial years (ie. FY 2010-11, 2011-12, 2012-13).

### 2.2.2 Financial Capability

The Bidder should have **Average Annual Turn-over of Rs. 10 (Ten) crore** (or equivalent) in the past three financial years (FY 10-11, FY 11-12 and FY 12-13)

The single currency for evaluation is Indian Rupee (INR). The conversion rate of Foreign Currencies shall be the State Bank of India Bill Selling Rate of Exchange as on the Due Date.

### **2.2.3 Qualification through Affiliates/ Associates and Subsidiary (ies)**

- a. In computing the General and Financial Capability of the Tenderers, the Financial Capability and Experience of their respective Associates /Affiliates and Subsidiary (ies), shall also be considered. In either case, the ownership relation between the Tenderer and the Associate (s) / Affiliate(s) and Subsidiary (ies) must be explained.
- b. For purposes hereof, "Associate / Affiliate" means, in relation to the Tenderer, an enterprise in which the investor (Tenderer) has significant influence and which is neither a subsidiary nor a joint venture of the investor. The "Significant Influence" is said to be gained if the investor holds directly or indirectly through subsidiary (ies), 20% or more of the voting power (Equity Shareholding) of the investee.
- c. For the purpose hereof "Subsidiary" means in relation to the Tenderer, an enterprise that is controlled by the Parent Enterprise (Tenderer in this case). The term "Control" can be defined as the ownership, directly or indirectly through subsidiary (ies) of more than 50% of the voting power (Equity Shareholding) of an enterprise.

### **2.3.4 Evaluation of Eligibility**

- a. The Average Annual Turnover and net cash accruals and financial commitments should be supported by Balance Sheet of last three years or a Certificate from Statutory Auditor.
- b. The Tenders would be evaluated based on the details and data furnished. 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.
- c. A Tenderer may be disqualified if it is determined by NRDA, at any stage of the Tendering process that the Tenderer fails to continue to satisfy any of the Eligibility Criteria. Supplementary information or documentation regarding the



criteria may be sought from the Tenderer at any time and the same shall be so provided within the time frame stipulated by NRDA.

### **3 Allotment Conditions**

The land for Building Components Manufacturing Unit would be given on licence of right of development for a period of 36 months on payment of Annual License fee of Rs 10,000/- (Ten Thousand) in advance every year during the License period.

Provided that in case the licensee completes the constructions before 36 months and desires to commence manufacturing, he may apply for lease of the land parcel by depositing the balance amount of premium.

On completion of the construction and development and on deposit of full amount of the premium, the 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 land shall be renewed for one term of 30 (Thirty) years, subject to an increase of maximum 100% (Hundred percent) on the annual lease rent of land at the time of renewal for renewal, as may be decided by the Authority, under the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."

### **4 Earnest Money Deposit (EMD)**

- (i) The Tender should necessarily be accompanied by (a) Earnest Money Deposit for an amount of Rs. 80.00 Lacs (Rupees eighty Lacs only) in the form of demand draft or a bank guarantee in favour of the Chief Executive Officer, Naya Raipur Development Authority, Naya Raipur valid up to 240 days and payable at any Branch at Raipur, Naya Raipur, and (b) Non refundable Processing fee of Rs. 10000/- (Rs Ten 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 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.
- (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.

**5 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.

**6 Payment of the Premium –**

- 6.1 The successful Tenderer (H1) shall be required to pay minimum 25% of the Total Land Premium quoted and accepted, within 30 (thirty) days of the issuance of the NoA, failing which the NoA shall be annulled and the earnest money shall be forfeited and appropriated by NRDA. NRDA shall have the right to award the Project to the next Highest Bidder (H2), if H2 agrees to match the Price Bid of H1 or otherwise, as decided by NRDA. The remaining Land Premium shall be paid in three equal yearly installments over a period of three years from the date of Signing of License Agreement.
- 6.2 After payment of the 25% of the Total Land Premium, Letter of Allotment (LoA) shall be issued to the successful Tenderer by NRDA. The successful Tenderer shall execute lease deed as per conditions set out in this NIT, within 90 (Ninety) days from the date of issue of LoA.
- 6.3 The successful Tenderer shall furnish an unconditional and irrevocable Bank Guarantee from a Nationalised /Scheduled bank having a branch in Raipur, Chhattisgarh, in favour of NRDA, at the time of signing of Land Lease Deed for the remaining instalments of the Land Premium comprising the remaining amount of the Total Land Premium. The said Bank Guarantee shall be valid for 4

years from the date of signing of License Agreement or till the successful Tenderer makes the full payment of the Total Land Premium to NRDA, whichever is later.

- 6.4 The Bank Guarantee shall be stepped down on pro-rata basis against the payments received by NRDA for subsequent instalments. The format for Bank Guaranty for the remaining amount of the Total Land Premium is attached as **Appendix-II**.
- 6.5 The physical possession of the land shall be handed over to the Licensee after registration of the License Agreement on "as is" basis.

## 7 Tender Format

- 6.1 The tenders shall be **submitted** in two separate envelopes “A” & “B” each sealed and clearly identified as to envelope no. and contents as indicated below. These two envelopes shall be contained and sealed in a large envelope.
- 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 NRDA shall consider only those Tenders that are received within the time and in the prescribed format and are complete in all respects. The Tender shall comprise the following:
- i. **Envelope A** - It should contain –
    - a) The EMD in the prescribed format.
    - b) Non-refundable Processing fee of Rs.10,000/- (Rs. Ten Thousand only) in the form of a Demand Draft in favour of Chief Executive Officer, Naya Raipur Development Authority, in any Nationalised/ Scheduled bank payable at Raipur.
    - c) Power of Attorney set out in **Appendix - III**.
    - d) All the information/documents as per prescribed Tender format appended at **Appendix-IV**, alongwith the supporting documents duly signed in each page by a person having power of attorney.
  - ii. **Envelope B**
    - a) It should contain the Financial Tender in prescribed form set out in **Appendix-V** duly signed by a person having power of attorney.
- 6.4 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.

**8 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. The Tenderer shall seal envelope A and B separately in two envelopes, duly marking them as “**Envelope A**” and “**Envelope B**”. These envelopes shall then be sealed in a single outer envelope.
- iii. Each of the envelopes, both outer and inner, must be super scribed with the following information:

**1) Tender for Allotment of Building Components Manufacturing Unit in Sector 5, at Naya Raipur**

**3) Name and Address of Tenderer**

**2) Tender Due Date**

**4) Contact person and phone numbers**

- iv. All envelopes shall be addressed to:

**Chief Executive Officer**  
**Naya Raipur Development Authority**  
**Capitol Complex, Sector-19, Naya Raipur,492002 (C.G.)**  
**Fax :07712511400**  
**email: ceo@nayarapur.com,**  
**Website: www.nayarapur.com**

- 9 The Chief Executive Officer or any Officer authorised by him, will open the outer Envelope and Envelope ‘A’ of the Tenders, on the Tender, Due Date. After evaluation of the contents of Envelope ‘A’, the Financial Tender (Envelope ‘B’) of tenders found eligible shall be opened by giving prior intimation of date, time and venue to them.

**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](http://www.nayaraipur.com) and which shall not be published in newspaper/s.

**11 Terms and Conditions of Licence and subsequent Lease**

- 12.1 The terms and conditions based on which the Tenderer is selected for allotment of land shall be an integral part of the agreement.
- 12.2 During the licence period the Licensee shall have right of development which would include:
- a. Survey, investigations, studies, planning, designing, monitoring, construction, obtaining Approvals from competent NRDA, and other infrastructure facilities as an integrated Project on the Project Land.
  - b. Construction and development of all infrastructures (such as forward and backward connectivity in terms of roads and pathways, water supply, underground sewerage, solid waste collection and disposal system, storm water drainage, electricity / power distribution through underground cables and indoor transformers, telecommunication, security system, in conformity with the applicable law.
  - c. Secure the Project Land from any kind of encroachment, unauthorized occupation and unauthorized construction
  - d. Development and maintenance of all green areas, open areas and other social infrastructures on the Project Land in conformity with the approved DPR.
  - e. Providing all services of acceptable standard Operation and Maintenance of the Project during and after implementation of the Project as per the approved DPR.
- 12.3 The successful Tenderer (hereinafter referred as "Licensee") shall execute License Agreement 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. Annual License fee shall be deposited in the treasury of the Authority in advance by the Licensee.
- 12.4 The Licensee during the license period shall not, without obtaining permission, construct any building, carry on any construction of any structure or development or make any Change or modification and shall not allow any other to do so.
- 12.5 The development and construction on the land will be governed by the provisions of Naya Raipur development plan 2031, Naya Raipur Urban Design guidelines, and Bhumi Vikas Niyam 1984 as applicable from time to time.
- 12.6 Applicable Permits, Licenses and Approvals - the Licensee shall be responsible for obtaining all the statutory approvals/ permits/ License / permission including diversion of the land as required for the construction, development and operation and maintenance of the facilities on the land at his own cost as required under the applicable laws.
- 12.7 Licensee shall pay all rates taxes and all other charges due and becoming due in respect of the land and on property thereupon.
- 12.8 The Licensee shall pay to the Authority for services water supply, sewerage, management of solid waste etc. made available by the Authority or by any agency whatsoever authorised by it, such as at such rates or charges which the Authority shall decide from time to time.
- 12.9 The Licensee shall erect fencing of approved design either temporarily or permanently within 3 months of the registration of the lease deed. The Licensee shall submit the complete proposal for development permission within 6 months and complete the development and construction within three years from the date of execution of License agreement and commence manufacturing.
- 12.10 If the Licensee does not obtain the permission of development and/or building construction as the case may be and does not commence the development and building construction within one year from the date of registration of the lease deed and/or does not complete the construction and commence operation within two years, the extension in time to commence and complete the development and/or construction may be granted by the Chief Executive Officer, subject to payment of surcharge by the Licensee as per the provision of the "Chhattisgarh

Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008" from time to time.  
The present provision is as follows –

Block of time extension	Period of Extension	Amount of surcharge as percent of the 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

- 12.11 If any person, against the conditions of lease or unauthorisedly or illegally takes any part or whole of the land/property in his possession or constructs without obtaining permission, the Chief Executive officer shall have the power to cancel the lease and secure summary eviction in the manner provided by the Chhattisgarh Land Revenue Code, 1959 in addition to taking any other action under the provision of Law.
- 12.12 If any condition of License is violated, the Authority shall have power to terminate the lease and re-enter into the property and forfeit the amount paid to the Authority. Provided that before terminating the lease and making re-entry into the property, a notice shall be served and reasonably opportunity of hearing shall be given to the Licensee.
- 12.13 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 lease was terminated, shall be remedied by him.



12.14 At the expiration or sooner determination of the period of License, the Licensee shall take down and remove all building and the structures with the foundations there of constructed by him on the land fill up excavation made for such purpose at his own expense and shall hand over the possession of the demised land to the Authority. The premium amount deposited for the demised land shall not be refunded.

Provided that if the Authority intends to retain the structure constructed on the land, it shall intimate in writing to the lease holder before 90 days of the completion period of the lease. In such a case the Authority shall pay the cost of construction of the structure at the rates prevailing at that time minus depreciation.

12.15 The Licensee, shall not sale, mortgage, gift or otherwise hand over or transfer any land or immovable property thereon to any other person, without obtaining prior permission of the Authority. Such permission will not be given until a sum equal to Ten percent of the prevailing premium of the land is deposited by Licensee with the Authority.

12.16 The permission for the transfer of the License shall be given for remaining period of the License, the execution of License or agreement and its registration shall be essential for such transfer.

12.17 (i) If the Licensee does not pay any part of the premium or License fees or service charges or any other charge and the amount remains as balance, the Authority shall have power to recover penal surcharge for delayed period and to recover the balance as arrears of land revenue.  
(ii) If the arrears remain unpaid for three years, the Authority shall have powers to terminate the lease, and re-enter in to the property.

12.18 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 leased the amount deposited for the lease, after deducting service fees as the Authority may decide from time to time the balance amount shall be refunded and the lease shall be terminated

12.19 The Licensee shall not affix or display or permit to be affixed or displayed on the land or on any structure or part thereof any sign board, sky sign, neon sign or any other advertisement without previous permission in writing of the Chief Executive Officer. Permission shall be granted on payment at the rate and on such conditions as decided by the Authority, from time to time.

Provided that no permission shall be required for the sign board and neon sign of size prescribed by the Authority, affixed or displayed for own business use of the Licensee.

12.20 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.

12.21 Land allotted on licence and subsequent lease shall not be sub divided or two or more plots shall not be amalgamated. If it is found that the land is sub divided or amalgamated, the Chief Executive Officer shall have power to terminate the licence and subsequent lease, and the demised land along with structures there on shall vest with the Authority and the amount which had been paid to the Authority shall not be refunded.

12.22 The dimensions of land shown are subject to variation as per the actual demarcation on the site. The premium shall be adjusted as per actual demarcation. The Licensee shall have such access to the land as is provided at the spot. The development works shall be taken in hand in the area by the Authority according to its programme of works and completed as early as possible but non execution of the works shall not entitle the Licensee to with hold or object to the payment of ground rent or to make any claim against the Authority.

12.23 Any notice or demand for payment required to be given to or made upon the Licensee shall be sufficiently given or made if sent to the Licensee through the post by the registered letter/Speed Post addressed to the Licensee at the demised land and any notice or demand sent by the post shall be deemed to have been delivered in the course of post.

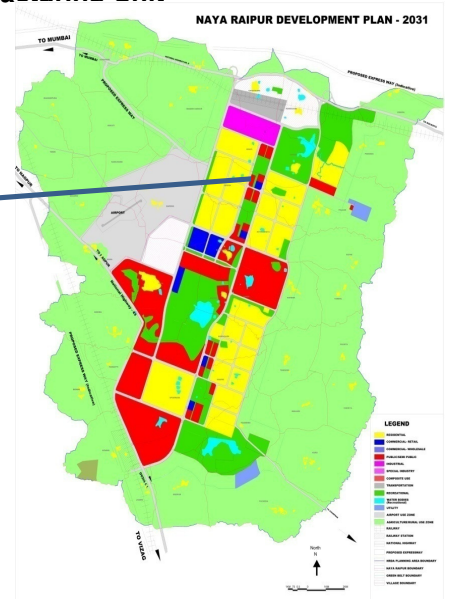
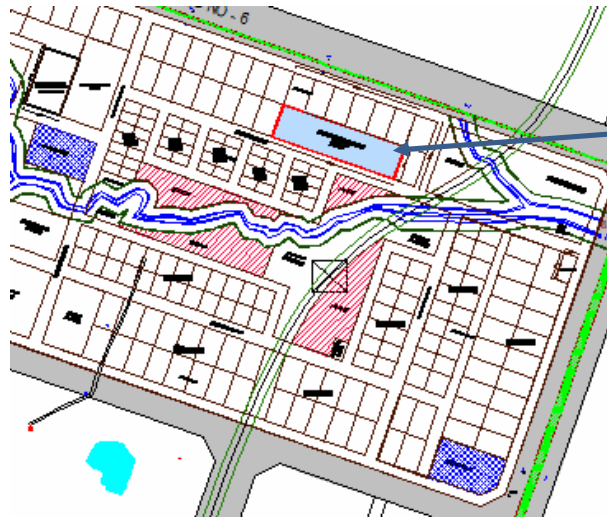
- 12.24 If the Authority in future grants any additional benefits due to amendments in the development plan are development rules, such as additional floor area ratio or change in use or any concession whatsoever which may be financially beneficial to the Licensee, the Authority shall have power to charge additional premium and/or fees, at the rate decided by it and proportionate increase in the lease rent.
- 12.25 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.
- 12.26 The transfer of property under this Tender shall be governed by the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."

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

**APPENDIX-I**

**PROJECT LAYOUT PLAN:**

**1. Sector – 5 of Naya Raipur for Building Component Manufacturing Unit**



<b>Area</b>	24000 Sqm (5.9 Acres)
<b>Type of Development</b>	Building Components Manufacturing Unit
<b>Permissible Ground Coverage</b>	40%
<b>FAR</b>	1.2
<b>Maximum Height</b>	15 mts

**APPENDIX-II**

**Format for**

**BANK GUARANTEE TOWARDS REMAINING BALANCE OF TOTAL LAND PREMIUM**

**(On requisite Stamp Paper)**

1. In consideration of the Naya Raipur Development Authority (hereinafter called NRDA) having agreed to exempt \_\_\_\_\_ (hereinafter called "the allottee") from the demand, under the terms and conditions of Letter of Allotment (LOA) issued in respect of the Tender for Allotment of land on licence for Building Component Manufacturing Unit in Sector 5, Naya Raipur, Chhattisgarh for the due fulfilment by the said allottee 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 \_\_\_\_\_ allottee do hereby undertake to pay to the NRDA an amount not exceeding **Rs. XX** against any non fulfilment of the obligations of the Agreement or loss or damage caused to or suffered or would be caused to or suffered by the NRDA by reason of any breach of any terms and conditions contained in the said Agreement by the said Allottee 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 NRDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NRDA by reason of breach of any terms and conditions contained in the said Agreement by the said Allottee, or by reason of the Allottee 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 NRDA any money so demanded notwithstanding any dispute or disputes raised by the Allottee 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 Allottee 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 NRDA 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 Allottee 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- **3 (Three) Years from the date of signing Agreement**), we shall be discharged from all liability under this guarantee thereafter.

6. We, \_\_\_\_\_ (indicate the name of bank) further agree with the NRDA, that the NRDA 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 Allottee from time to time or to postpone for any time or from time to time any of the powers exercisable by the NRDA against the said Allottee 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 Allottee or for any forbearance, act or omission on the part of the NRDA or any indulgence by the NRDA to the said Allottee 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 Allottee.
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 Guarantor 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 Authorization 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:

**APPENDIX-III**

**POWER OF ATTORNEY  
(On Stamp paper of relevant value)**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and 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 Land on licence for Building Components Manufacturing Unit in Sector 5, 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 \_\_\_\_\_ 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 – IV**

**FORMAT FOR FINANCIAL TENDER**

**Tender for Allotment of Land for Building Components Manufacturing Unit in Sector 5, Naya Raipur**

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 premium rate per sq.m. specified in the table below for Allotment of Land for Building Manufacturing Unit in Sector 5, Naya Raipur -

Land in.	Area of land in sq.m.	Tendered premium rate per sqm	
		Rs. In Figure	Rs. In Words
Land for Building Components Manufacturing Unit in Sector – 5 of Naya Raipur	Area of Land parcel – 24000 sqmt		

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. A separate sealed Envelope 'A' duly super scribed containing the sum of Rs. 80.00 Lacs (Rs. Eighty Lacs only) in the form of Bank Draft/ Bank Guarantee as earnest money the full value of which is to be absolutely forfeited to the NRDA without prejudice to any other rights or remedies of the NRDA should I/We fail to deposit the balance amount of premium and tax as applicable, if any, within 90 (Ninety) days of the of acceptance or to execute the lease deed within the time specified in the tender document notice.

**Signature of Witness**

Dated - / /2013

Name:

Address of the witness

Occupation of the witness

**Signature of the authorised signatory**

Dated - / /2013