



सर्वेषां विकासाय

BID DOCUMENT

FOR

ALLOTMENT OF RESIDENTIAL PLOTS

AT GANGA AWASIYA NAGRI, IIE

BAHADARABAD

HARIDWAR

UTTARAKHAND.

STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF UTTARAKHAND LTD.

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SCHEDULE OF BIDDING PROCESS

1. Date of NIT Publication - 17.06.2015
2. Date of Sale/Download bid document- 17.06.2015-26.06.2015
3. Date of submission of bid document - 27.06.2015,
(1100 hrs to 1400 hrs.)
4. Date of opening of Technical Bid - 27.06.2015 at 1500 hrs.
5. Date of Opening of Financial Bid - will be intimated later on to
Technically Qualified bidders.

DECLARATION TO BE GIVEN BY THE TENDERERS

It is to certify that:

- 1- I/We are submitting the tender in original Performa as purchased/downloaded directly from the website & there is no change in formatting, number of pages etc.
- 2- I/We are submitting tender document which is same/identical as available on the website/purchased.
- 3- I/We have not made any modification/corrections/additions etc in the tender documents.
- 4- I/We checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear & legible.
- 5- I/We have signed (with stamp) all the pages of the tender document before submitting the same.
- 6- I/We have sealed the tender document properly before submitting the same.
- 7- I/We have read carefully & understood the important instructions to the all tenderers & to tenderers who have down loaded the tenders from the website ***along with quarries raised in the pre-bid and their replies on website by SIIDCUL.***
- 8- In case at any stage later, it is found that there is difference in our tender documents from the original, SIIDCUL shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.
- 9- In case, at any stage later, it is found that there is difference in our tender document from the original, the tender /work will be cancelled and Earnest Money/Security Deposit will be forfeited at any stage whenever it is so noticed. I/We will not claim any damages/compensation on this account.
- 10- In case, at any stage later, it is found that there is difference in our tender document from the original, I/We may also be debarred for further participation in the tender in the SIIDCUL & would also render me/ us liable to be removed from the approved list of contractors of the Company.
- 11- If this declaration is not signed by the tenderer(s), in case the Tender Document is downloaded from the website, the tender shall be treated as non-responsive & shall not be opened.

Dated

(TENDERER)
(SIGN WITH SEAL)

TERMS & CONDITIONS FOR LAND ALLOTMENT FOR DEVELOPMENT OF RESIDENTIAL COMPLEX

SIIDCUL invites sealed tenders on two-bid system in the prescribed application form for allotment of land at IIE Bahadarabad (Near Ganga Awasiya Nagri), Haridwar for Construction of **Flats** for a lease period of 90 years. Terms & Conditions for allotment are as under:-

A. DETAILS OF PLOTS:-

Sl. No.	Plot No.	Area of Plot* (sqm)	Reserve Price (Rs. Per Sqm)
1		5500.00	11000.00

*Area of the plot is tentative and can be increased or decreased by (+)/(-) 20% at the time of handing over of possession.

B. NORMS OF DEVELOPMENT:-

The tenderer is allowed to develop the plot/construct the flats subject to the following norms.

Building Bye laws	As per GIDCR 2012
Maximum permissible Ground Coverage	35%
Maximum permissible FAR	2.1
Maximum height	21 m
Permitted Construction	HIG, MIG and LIG as per NBC, India
Completion period	5 years from physical possession
Additional activities permitted (as per norms)	Parks/Greeneries

Max 5% commercial construction may be permitted.

C. ELIGIBILITY

1. Any proprietor or partnership firm, private or public limited company of any of the above can submit tender. The firms and the companies should be registered in India.
2. The tenderer should be competent to contract.
3. In case of a company, Board resolution authorizing the tenderer to sign on behalf of the company shall be attached with the tender form.
4. In case of partnership firm having more than one partner, 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, then necessary authorization letter from all the other partners should also be enclosed.
5. In case of partnership firm the following should be enclosed:-
 - i. A certified copy of duly registered partnership deed
 - ii. Certificate issued by Registrar of Firms.In case of company the following should be enclosed:-

- i. List of Directors duly certified by the Statutory Auditors/ Chartered Accountant.
- ii. List of Directors shareholders with number of allotted shares duly certified by the Statutory Auditors/ Chartered Accountant.
- iii. Copy of its Memorandum and articles of Association.

6. In case the tenderers have formed a consortium:-

- i. Members of consortium (Max. of three no.) will have to specify one lead member who alone shall be authorized to correspond with SIIDCUL. Lead member should be the single largest shareholder having at-least 40% share in the consortium. The shareholding of the lead member in the consortium shall remain at least 40% till the temporary occupancy/completion certificate of at-least one phase of the project is obtained from SIIDCUL. Each member of the consortium with equity stake of at-least 25% will be considered as the "relevant member". The lead member of the consortium must necessarily be a Firm/Company registered in India with appropriate statutory Authority.
- ii. The lead member and relevant members should jointly qualify the minimum requirement of net worth, solvency, turnover and experience. In case the tenderer is a consortium, then the qualifications of holding company(ies) of the lead member and the relevant members or their subsidiary companies shall also be considered as the qualifications of the tenderer.
- iii. In case of a consortium, the members shall submit a Memorandum of Agreement (MoA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MoA shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. MoA should be submitted in original duly registered/notarized with appropriate authority.
- iv. The members shall submit a registered/notarized Memorandum of Agreement (MoA) conveying their intent to jointly apply for the scheme, and in case the plot is allotted to them, to form Special Purpose Company(ies), hereinafter, called SPCs, that will subsequently carryout all its responsibilities as the allottee. The registered MoA must specify the equity shareholding of each member of the Consortium in the proposed SPCs. The SPCs must necessarily be Firm(s)/Company(ies) registered in India with the appropriate statutory Authority.
- v. Successful bidders can change the name of the executing company(ies)/body corporate(s) within 60 days from the date of

acceptance of the tender after taking prior permission from SIIDCUL.

D. ESSENTIAL QUALIFICATIONS:-

i. TECHNICAL ELIGIBILITY CRITERIA:

Details of completed project related to real estate development and construction activities (excluding merely trading in real estate) like housing/colonizing jobs on bonafidely allotted land, along with approximate cost and date of completion to be attached (as per format of Data Sheet). The total compounding certificates/completion certificates should be:

- 1 project of 5500 sqm of land with covered area of not less than 11550 Sq.m. in the last three years (2012-13, 2013-14, & 2014-15).
Or
- 2 projects of 4125 sqm of land with total covered area of not less than 17320 Sq.m. in total, in the last three years (2012-13, 2013-14, & 2014-15).
Or
- 3 projects of 2750 sqm of land with total covered area of not less than 17325 Sq.m. in the last three years (2012-13, 2013-14, & 2014-15).

D-2 FINANCIAL ELIGIBILITY CRITERIA:

PARAMETERS		
(i)	Minimum Solvency as per Certificate not more than 6 months old, from a Nationalised/Scheduled Bank.	Rs. 3.00 crores
(ii)	Average Annual Turnover for the last 3 accounting years duly audited by the tenderer's statutory auditors/Chartered Accountant ie., 2012-13, 2013-14 and 2014-15 as per Annexure-I(b) of this Brochure and copy of 3 years Income Tax return.	Rs. 5.00 crores
(iii)	Document Fee	Rs. 25000.00 + 13.50% VAT
(iv)	EMD	10% of reserve price value.
(v)	Processing Fee (Non adjustable/non refundable)	Rs. 20000.00

NOTE:-

- (I) All amounts are in Indian National Rupees.

E. HOW TO APPLY

1. The intending bidder may apply for allotment of plot on prescribed Application Form. The Form shall be made available in working days from 17.06.2015 to 26.06.2015 on payment of Rs. 25,000/- + 13.50% VAT at this office or can be downloaded from our website www.siidcul.com. However, document fee of Rs. 25,000/- + 13.50% VAT in the form of DD in favour of 'MD, SIDCUL, Dehradun' payable at Dehradun for downloaded tender document shall be deposited with Technical Envelope during bidding process.

2. The Earnest Money and processing fee should be in the form of Bank Guarantee/Bank Draft/Pay Order in favour of MD, SIDCUL, Dehradun payable at Dehradun.
3. Two separate envelopes should contain technical qualification bid (ENVELOPE No. 1) and financial bid (ENVELOPE No. 2) respectively.
4. Both these envelopes should be sealed and super scribed as TECHNICAL QUALIFICATION BID (ENVELOPE No. 1) FOR LAND ALOTTMENT at IIE Bahadarabad and FINANCIAL BID (ENVELOPE No. 2) FOR LAND ALOTTMENT at IIE Bahadarabad respectively.
5. Both these sealed envelopes should be put into one envelope which should be super scribed as application FOR LAND ALOTTMENT at IIE Bahadarabad. This envelope should also be sealed before putting into tender box.
6. The processing fee & Earnest money should essentially be attached with technical qualification bid documents.
7. The following documents are required to be submitted with the “Technical Qualification Bid” documents placed in Envelope No. 1 after getting them duly certified by the tenderer’s statutory auditors/Chartered Accountant.
 - i. Certified true copy of Certificate of Incorporation/Certificate of Commencement of Business.
 - ii. General information of the tenderer as per Annexure-1 (a).
 - iii. Certified true copy of Memorandum & Articles of Association.
 - iv. List of Directors certified by Chartered Accountant.
 - v. List of Shareholders certified by statutory auditors/Chartered Accountant. In case the numbers are large, list should contain details of major shareholding i.e. of promoters, institutions, corporates and the public.
 - vi. Audited annual reports for the last three years (3) i.e. 2012-13 and 2013-14 and 2014-15.
 - vii. Board resolution authorizing the person for submitting the tender.
 - viii. Partnership Deed in case of a Partnership firm.
 - ix. Certificate of Turnover for the last three years certified by the statutory auditors/Chartered Accountant of the Company/Firm as per format given in Annexure-I(b).
 - x. Solvency Certificate not more than 6 months old from a nationalized scheduled Bank.
 - xi. Details of work experience along with copies of the compounding certificates completion certificates, issued by the concerned statutory authority as per format given in Annexure-I(c).
 - xii. Certificate by the authorized person that the bidder has no pending litigation with any development authority at any forum.
 - xiii. Tender document fee receipt if document is purchased from this office or DD against document purchase in case document is downloaded from website.
 - xiv. Demand Draft of Processing Fee.
 - xv. Demand Draft of EMD.

Note:- Apart from the above list (not exhaustive), relevant documents mentioned in other part of this Brochure also need to be submitted.

F. ACCEPTANCE OF TENDERER

1. Tenders will be received on 27-06-2015 from 11:00 a.m. to 2.00 p.m. in the office mentioned at Data Sheet, Technical Qualification Bids will be opened in the presence of willing bidders at 1500 Hrs. on the same day at same place. The presence of all the tenderers is solicited.
2. All the "Technical Qualification Bids" shall be examined by the Authorised Committee, who shall declare the list of the technically qualified bidders. The decision of the MD, SIIDCUL in this regard, shall be final and binding on all the bidders.
3. The Financial bids of only technically qualified bidders shall be opened subsequently. Only the Technically Qualified Bidders shall be informed of the time and date of opening of the financial bids. The technically unqualified bidders will not be informed regarding the opening of financial bids and their financial bids in unopened condition will be returned.
4. In case more than one highest bid of the same amount is received against the plot, an auction will be conducted amongst these highest amount bidders, so as to enhance the highest financial quoted.
5. Incompletely filled tender documents will be summarily rejected.
6. The tenderer cannot withdraw the Offer/Tender once made.
7. The SIIDCUL, without any prior notice may increase or decrease the size of the plot.
8. The SIIDCUL may accept or reject any offer, including the highest bid without assigning any reason and its decision in this behalf shall be final and binding on the tenderer.
9. No correspondence shall be entertained on the reasons/grounds for disqualifying technical bid.

G. PAYMENT

1. All payments except EMD should be made through a demand draft/pay order drawn in favour of "MD, SIDCUL, Dehradun" and payable at Dehradun. However, document can be purchased from this office in cash also.
2. Within 7 days of issuance of Letter of Acceptance, selected bidder will submit a performance security in the form of demand draft for an amount equivalent to the 10% the bid amount, failing which the EMD will be called on and the monies forfeited. The successful bidder will be in liberty to request for adjustment of Earnest money during submission of Performance Security. The highest bidder will be the bidder who has offered the highest price per sq m in the Financial Bid. In case the highest bidder fails to deposit the demand draft, it shall be open for the committee to go to the next highest bidder.
3. The allottee on issue of the formal Allotment Letter shall then be required to pay 30% of the total bid amount of the plot as allotment money within 90 days other than performance security, from the date of issuance of such Allotment Letter.
4. The allottee shall also deposit due stamp duty for lease deed in the Treasury of respective jurisdiction and should produce a certificate/deposit the stamp paper

obtained from Treasury of respective jurisdiction in SIIDCUL within 90 days from the issue of formal Allotment Letter.

5. The remaining 60% of the premium shall have to be paid by allottee at an interest rate @ 12% per annum with effect from the date of allotment and will be payable half yearly on the 1st day of January and 1st day of July each year. The first instalment of such payment will fall due after expiry of 6 months from the date of allotment on following 1st January/1st July on the prescribed date and if there are no arrears of dues. The amount of the balance premium and the interest due on it from time to time shall remain first charge on the land and the building erected thereon till it is (they are) paid in full.
6. In case of default in depositing the instalments or any payment, interest @15% per annum shall be leviable for the defaulted period on the defaulted amount.
7. Premium referred to in this document means total amount payable to the SIIDCUL for the allotted plot based on the rate quoted by the selected bidder.
8. All payments should be remitted by due date. In case the due date is a bank holiday, then the allottee should ensure remittance on the previous working day.
9. In case of default, the allotment offer will be considered as cancelled without any further notice and the amount equivalent to Performance Security shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause 'H' of this Brochure.
10. The payment made by the allottee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due.
11. Lease Rent shall be paid in accordance with Clause M of this Brochure.

H. EXTENSION OF TIME

1. Normally extension for depositing the Allotment Money shall not be allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned therein, the SIIDCUL may grant a maximum of 60 days extension to deposit the Allotment Money, subject to the payment of interest @ 15% per annum, on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled, along with the forfeiture of the full Performance Security.
2. Extension of time, normally, shall not be allowed for more than 90 days for each installment to be deposited, subject to a maximum of three (3) such extensions during the entire payment schedule.
3. For the purposes of arriving at the due date, the date of issuance of the Allotment Letter will be reckoned as the date of allotment.

I. AREA

The area of the plot allotted may slightly vary at the time of handing over of the possession to +/- 20% maximum. The premium of the plot will proportionately vary due to such variations. The applicable rate of allotment of additional area shall be the accepted tender rate for the original plot accepted. Payment of premium and the lease rent of the additional land will be made as per terms and conditions applicable to the land initially allotted.

J. AS IS WHERE IS BASIS AND THE LEASE PERIOD

The plots will be accepted by the allottee as an "As is where is" basis on lease for a period of 90 years, starting from the date of allotment letter.

K. UNSUCCESSFUL APPLICANTS

Earnest Money without interest will be returned to the unsuccessful bidder after completion of the tender process. However, processing fee shall not be refunded. The SIIDCUL reserves the right to retain/forfeit the Earnest Money in case the information furnished by the tenderer is found to be incorrect/misleading with regard to the turnover, experience and other material facts.

L. SURRENDER

The request for surrender of plot will only be considered prior to the decision of cancellation by the SIIDCUL and as per following provisions:

- 1 In case of surrender before the issue of the acceptance letter, 50% of the Earnest money shall be forfeited.
- 2 In case of surrender after the deposit of Performance Security, but before the date of deposit of the allotment money, 100% of the Performance Security shall be forfeited, and any deposit over and above the Performance Security may be refunded without any interest.
- 3 In case of surrender after the deposit of the allotment money but before the execution of the lease deed, full amount of Performance Security and any deposit over and above the Performance Security at that time shall be forfeited.
- 4 Surrender after execution of lease deed shall not be allowed.
- 5 The date of surrender in the above case shall be the date on which such application is actually received at the SIIDCUL's office. No subsequent claim on the basis of postal delay, etc., will be entertained.

M. LEASE RENT

Lease deed with developer- In addition to the premium of the plot, the Developer shall be liable to pay one time lease rent at the rate of 0.5% of the total premium (plus service tax as per applicable rates) of the plot before the execution of the lease deed.

Lease Rent by sub-lessee- Sub-lessee shall pay lease rent @ Rs. 15/- per sq. mtr. per year (plus service tax as per applicable rates) applicable on super area.

N. POSSESSION

1. The SIIDCUL has earmarked approximate area of land as shown against plot at Clause A of this Brochure. Major parts of this land has already been acquired and is in possession of the SIIDCUL. The allotment of this land will be done to the successful bidder. The allotment of the balance land will also be made in favor of the same successful bidder as soon as this balance land is acquired/resumed and the SIIDCUL is in position to deliver its physical possession.
2. Possession of allotted land will be handed over to the Lessee/sub-lessee(s) after execution and reservation of lease deed/sub lease deed(s) for the same.
3. Execution and reservation of lease deed can be done only after a minimum payment of 40% of the total premium of the relevant area of the plot and payment of one year lease rent in advance for the same has been done.

4. The Lessee will be authorized to develop and market the flats on this land only after the lawful possession of the land is taken over by the lessee.
5. The lessee shall prepare the detailed layout plan for the entire plot and submit it for the approval of the SIIDCUL/SIDA.
6. The internal development of the total plot shall be the full responsibility of the lessee and it shall be carried out as per the lay-out plan approved by the SIIDCUL/SIDA.
7. The Lessee shall have to execute sub-lease(s) in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the SIIDCUL.
8. The Lessee as well as the allottees shall have to follow the rules and regulations as prescribed in respect to leasehold properties and shall have to pay the charges as per the rules of the SIIDCUL and Government of Uttarakhand, as applicable.
9. Every sale done by the Lessee shall have to be registered before the physical possession of the property is handed over to the individual allottee(s).
10. The lessee shall submit list of individual allottees of flats/plots within 6 months from the date of obtaining the occupancy certificate.

N-1 EXECUTION OF SUB LEASE DEED

The tripartite sub lease deed for the sub-lessee shall be executed by SIIDCUL on the specific recommendation of the developer, provided all formalities are complete. The Developer as well as allottees shall have to follow the rules and regulations prescribed in respect of leasehold properties and shall have to pay the Lease Rent as per the rules of SIIDCUL/Government of Uttarakhand.

The physical possession of the flats will be permitted to be given after execution of Sub Lease Deed, which shall be in proportion to the amount received against the total premium of the flat.

Every sales done by the Developer shall have to be registered before the physical possession of the property is handed over.

O. INDEMNITY

The Lessee shall execute an indemnity bond, indemnifying the SIIDCUL against all disputes arising out of:

1. Non completion of Project.
2. Quality of construction.
3. Any legal dispute arising out of allotment/lease

The Lessee shall wholly and solely be responsible for implementation of the Project and also for ensuring quality, development and subsequent maintenance of building and services till such time, alternate agency for such work/responsibility is identified legally by the Lessee. Thereafter the agency appointed by the Lessee will be responsible to the SIIDCUL for the maintenance of the service to the constructed flats/building/internal infrastructure.

P. DOCUMENTATION

The allottee shall deposit due stamp duty for Lease Deed(s) in the Treasury of respective jurisdiction and should produce a certificate/deposit the stamp paper obtained from treasury of respective jurisdiction in SIIDCUL within 90 days from the date of issue of Allotment Letter. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf. However in case of delay in execution of lease deed by the allottee, extension may be granted by the SIIDCUL for a maximum time period of 90 days, at its discretion subject to payment of penalty @ Rs. 10/- for 500 Sq.Mtrs. per day. The Lessee shall be solely responsible to communicate to the allottees of the flats/plots the conditions applicable to them before making any allotment.

Q. CONSTRUCTION

1. The allottee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 6 months from the date of possession. Date of execution of lease deed(s) shall be treated as the date of possession. The Lessee shall be required to complete the construction of group housing on allotted plot as per approved layout plan and get the completion/occupancy certificate issued from SIIDCUL/SIDA in maximum 5 phases within a period of 3 years from the date of execution of the lease deed(s). The lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/completion certificate of the first phase accordingly issued from the SIIDCUL/SIDA within a period of three years from the date of execution of lease deed.
2. The allottee shall make the provisions for the development of community facilities such as electric sub-station, water storage tank etc. as per the provisions of the Master Plan and Building Bye-Laws of the SIIDCUL/SIDA.
3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. will be provided by the Lessor/SIIDCUL. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.
4. Without prejudice to SIIDCUL's right of cancellation, the time for the completion of the Project can be extended for a maximum period of another two years only with penalty as under:
 - For the first year the penalty shall be 4% of the total premium of the plot.
 - For the second year the penalty shall be 5% of the total premium of the plot.Extension for more than two years normally will not be permitted.
5. In case the Lessee does not construct building within the time provided including the extension granted, if any, for the above, the lease deed, as the case may be, shall be eligible to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

6. The lessee may implement the project in maximum of five phases and the occupancy certificate/completion certificate shall be issued by the SIIDCUL phase wise accordingly, enabling them to do phase-wise marketing.
7. The Lessee will reserve 60% of the flats for the industries in IIE Bahadarabad and IIE Haridwar. In case the 60% is not availed by the industries within six months after the launch of the marketing after execution of lease deed. The developer will be at liberty to lease out these flats to anyone.

R. MORTGAGE

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee should have valid time period for construction as per terms of the lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Lessee will submit the following documents:

- a. Sanction Letter of the scheduled Bank/Govt. organization/financial institution approved by the Govt. of India.
- b. An affidavit on non-judicial stamp paper of Rs. 10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (plot/Group Housing).
- c. Clearance of upto date dues of the SIIDCUL.

Provided that in the event of sale or of closure of the mortgaged/charged property, the SIIDCUL shall be entitled to claim and recover such percentage, as decided by the SIIDCUL, or 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 SIIDCUL in respect of the market value of the said land shall be final and binding on all the parties concerned.

The SIIDCUL'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 from a court of law.

S. TRANSFER OF FLATS

Transfer of flats can be done with the prior approval of the SIIDCUL on payment of transfer charges. Transfer charges shall be applicable in the prevailing rates as fixed by SIIDCUL at the time of transfer. Individual flat will be transferable with prior approval of the SIIDCUL as per the following conditions :-

- (i) The dues of the SIIDCUL towards the individual's lease rent shall be paid in accordance with the payment schedule specified in the Lease Deed before executing of sub-lease deed of the flat.
- (ii) The lease deed/ sub lease deed has been duly executed.
- (iii) Transfer of the flat will be allowed only after obtaining the temporary occupancy/ completion certificate for the respective phase by the Lessee.

- (iv) The sub-lessee of the individual flat undertakes to put to use the premises for the residential use only.
- (v) First sale of a flat/plot to an individual allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the SIIDCUL in writing. No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the SIIDCUL.
- (vi) Rs. 500/- shall be paid as processing fee in each case of sale of a flat in addition to the applicable transfer charges.

T. MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee/Sub-lessee shall not use flat/plot for any purpose other than for residential purposes.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along-with structures thereon, if any, shall be resumed by the SIIDCUL/SIDA.

The Lessee/Sub-lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor/ the SIIDCUL/SIDA and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor / the SIIDCUL/SIDA requiring him to do so, correct, such deviations as aforesaid.

If the Lessee/Sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

U. LIABILITY TO PAY TAXES

The Lessee/ Sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

V. OVERRIDING POWER OVER DORMANT PROPERTIES

The Lessor/ the SIIDCUL reserves, the right to all the mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary of expedient for the purposes of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the flats or for the structure time being standing thereon provided always, that the Lessor/ the SIIDCUL shall make

reasonable compensation to the Lessee/ Sub- lessee for all the damages directly occasioned by the exercise of the rights hereby reserved. The decision of the SIIDCUL on the amount of such compensation shall be final and binding on the lessee/ sub-lessee.

W. MAINTENANCE

1. The Lessee/ Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments and will pay their O&M charges as applicable.
2. The Lessee/ Sub – lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept :
 - a) in a state of good condition to the satisfaction of the Lessor at all times.
 - (b) and to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.
4. The Lessee/ Sub- lessee(s) shall abide by all regulations, By-laws, Directions and Guidelines of the SIIDCUL framed/issued or under any other provisions of GIDCR-2012 and rules made therein.
5. In case of non-compliance of terms and directions of the SIIDCUL, the SIIDCUL shall have the right to impose such penalty as it may consider just and expedient.
6. The Lessee/ Sub- lessee (s) shall make such arrangements as are necessary for the maintenance of the buildings and common services and if the buildings are not maintained properly the SIIDCUL will have the power to get the maintenance done through any other agency and recover the amount so spent from the lessee/ sub-lessee(s). The lessee/ sub-lessee(s) will be individually and severally liable for payment of the maintenance amount. No objection to the amount spent for the maintenance of the buildings by the lessor shall be entertained and decision of the SIIDCUL in this regard shall be final.

X. CANCELLATION OF LEASE DEED AND SUB-LEASE DEED

In addition to the other specific clauses relating to the cancellation, the SIIDCUL will be free to exercise its right of cancellation of allotment/lease/sub-lease in the case of :

1. Allotment being obtained through misrepresentation/ suppression of material facts, mis-statement and/or fraud.
2. Any violation of the directions issued or rules and regulations framed by any Authority or by any statutory body.
3. Default on the part of the Lessee/ Sub-lessee for breach/ violation of the terms and conditions of the Earnest / allotment/ lease/sub-lease and / or non-deposit of the allotment amount.

4. If at the same time of such cancellation, the plot is occupied by the Lessee, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the SIIDCUL with structure(s) thereon, if any, and the Lessee will have no right to claim any compensation thereof. The balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in para X(1) above, the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the SIIDCUL and no claim whatsoever shall be entertained in this regard.

Y. OTHER CLAUSES

1. The SIIDCUL/ Lessor reserves the right to make such additions/alternations or modifications in the terms and conditions of allotment/Lease deed/ sub-lease deed from time to time, as may be considered just and expedient and approved by the SIIDCUL.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the SIIDCUL shall be final and binding on all concerned.
3. If the Lessee/ sub-lessee(s) commit any act of omission on the demised premises resulting in nuisance, it shall be lawful for the SIIDCUL to ask the Lessee/ Sub- lessee to remove the nuisance within a reasonable period, failing which the SIIDCUL shall itself get the nuisance removed at the Lessee's / Sub-lessee's cost and charge damages from the Lessee/ Sub-lessee for the period of subsistence of the nuisance.
- 3.1 The lease agreement/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and U.P.Urban Planning Development Act 1973 as adopted and modified by State of Uttarakhand and by the rules and/or regulations made or directions issued, under this act.
4. Any dispute between the SIIDCUL and Lessee/ Sub-Lessee(s) shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over **District Haridwar** or the Courts designated by the Hon'ble High Court of Judicature at Nainital.
5. The SIIDCUL will monitor the implementation of the project. Tenderers who do not have a firm commitment to implement the project within the times limits prescribed are advised not to avail the allotment.
6. The Lessee/Sub-Lessee shall be liable to pay all taxes/charges leviable from time to time by the SIIDCUL or any other Authority duly empowered to levy the tax/charges.

7. Flats shall be used for the residential purpose only. Default, if any, renders the lease/sub-lease liable to cancellation and the Lessee/Sub-Lessee will not be paid any compensation thereof.
8. Other buildings earmarked for community facilities can not be used for the purposes other than the community requirements.
11. All arrears due to the Lessor/lessee/sub-lessee would be recoverable as arrears of land revenue.
12. The Lessee/sub-lessee shall not be allowed change his role, otherwise the lease/sub-lease shall be cancelled and entire money deposited shall be forfeited.
13. The SIIDCUL in larger public interest may take back the possession of the land/ building by making payment at a reasonable rate as decided by the SIIDCUL, whose decision in this regard shall be final and binding on the lessee/ sub-lessee(s).
14. In case the SIIDCUL is not able to give possession of any plot or any part thereof in any circumstances, the deposited money against that part will be refunded to the allottee without any interest.
15. For all the calculation purpose 1 acre =4047 sq.mtr.

For further clarification please contact:

Managing Director

State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.

(0135) 2708100 , 2607292

Fax: (0135) 2708109 Website: www.siidcul.com

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Phone _____ No. _____ :

Fax _____ No. _____ :

E-Mail _____ :

We declare that I/We have gone through the terms, condition and guidelines as mentioned in the brochure and understood the same. I/We further unconditionally declare that the said terms, condition and guidelines are accepted and are binding on me/us.

Enclosures :

1. Details of Document Fee:

Do/Pay Order No. _____ dated _____ for Rs. _____

Issued by _____

2. Details of Processing Fee:

Do/Pay Order No. _____ dated _____ for Rs. _____

Issued by _____

3. Details of Earnest money :

Do/Pay Order No. _____ dated _____ for Rs. _____

Issued by _____

3. All other supporting documents as mentioned in the tender document.

Yours faithfully

Signature of the applicant

Name : _____

Address : _____

Phone No. : _____

Fax No. : _____

APPLICATION FORM FOR FINANCIAL – BID

(To be kept in sealed Envelope No.2)

NIT No. : _____

Dated : _____

To,

Managing Director,
29, IIE (IT Park),
Sahastradhara Road,
Dehradun, Uttarakhand.

Subject : Price bid document for the Plot No. _____ of size _____ sq.
mtrs. in IIE Bahadarabad.

Sir,

With reference to the above subject, I/(We) Mr./Mrs. _____ being
the _____ director/partner/proprietor _____ of _____ M/s

_____,
Address _____

_____ hereby, state that I/(We) are submitting herewith the required price-bid document
under the terms of the scheme for Plot No. _____ Area
_____ Square Meter in size, in IIE Bahadarabad.

RATE OFFERED PER SQUARE METER (IN FIGURE) Rs. _____

RATE OFFERED PER SQUARE METER (IN WORDS) Rs. _____

I/We declare that I/we have gone through the terms, condition and guidelines as
mentioned in the brochure and understood the same. I/We further unconditionally
declare that the said terms, condition and guidelines are accepted and are binding on
me/us.

Yours faithfully

Signature of the applicant

Name : _____

Address : _____

Phone No. : _____

Fax No. : _____

GENERAL INFORMATION OF THE TENDERER

(To be kept in sealed Envelope No.1)

NIT No. : _____

Dated : _____

1. (a) Name of the Proprietor/Firm/Company _____
(b) Date & Place of Incorporation _____
(c) Address of the Registered Office/Corporate Office and its Branch office(s), if Any _____

2. Details of the person of the Proprietor/Firm/Company/Consortium who will serve as the point of contact communication for the SIIDCUL.
Name _____
Designation _____
Proprietor/Firm/Company/Consortium Address _____
Telephone Number _____
Fax Number _____
E_Mail Address _____

Signature

(Name of the Authorised Signatory)

For and on behalf (Name of the Tenderer)

Designation

Place/Date :

“FINANCIAL CAPABILITY STATEMENT OF THE APPLICANT”

(To be kept in sealed Envelope No.1)

NIT No. : _____

Dated : _____

Name of Applicant/Consortium Lead Member & relevant members

(Rs. Crores)

Particulars	2012-2013	2013-14	2014-2015	Total
	Total Turnover From Real estate activities only	Total Turnover From Real estate activities only	Total Turnover From Real estate activities only	
Turnover of the Applicant/Consortium Lead Member & relevant members as per audited annual accounts.				

Real estate development and construction activities includes land development/housing/colonizing jobs of bonafide allotted land/ Projects development (excluding merely trading in real estate).

Applicant Signature

Certificate of the Chartered Accountant / Statutory Auditor

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

NIT No. : _____

Dated: _____

SUMMARY OF TECHNICAL EXPERIENCE (Details of Minimum one project related to real estate development & construction activities like land development/housing/colonizing jobs of bonafide allotted land/ commercial/IT/ ITES Projects development executed by the firm/ company/ consortium and its members)

(To be kept in sealed Envelope No. 1)

Name of the Tenderer/Lead Member of the Consortium

Sl.	Description of the completed project	Floor area (Sq.ft.)	Cost of Project (Rs. Cr.)	Month & Year of completion of the Project.	Promoted & executed by Self / Subsidiary Company / Holding Company
1	2	3	4	5	6
1					
2					
3					
Total floor area completed from all completed projects					

Notes :

- 1) In case of a consortium, the above information shall be furnished in respect of the “lead member” and the “relevant members” only.
- 2) In the absence of requisite details/certificates, the information would be considered inadequate and may lead to the exclusion of the relevant commercial/residential, while deciding the technical eligibility of the tenderer.

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

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

Place / Date :

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____(name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. _____(name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the project "Development of Residential Sector at IIE Bahadarabad", including signing and submission of all documents and providing information/ responses to SIIDCUL, representing us in all matters before SIIDCUL, and generally dealing with SIIDCUL in all matters in connection with our Bid for the said Project.

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.

(Name, Title and Address)

I Accept

(Signature)

_____ *(Signature)*

(Name, Title and Address of the Attorney)

Notes:- To be executed by the sole Bidder and/ or the lead member, as the case may be, in case of a Consortium. 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, where required, the executants(s) 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 Bidder.

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER (S) OF CONSORTIUM

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas the State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd. (hereinafter referred to as "SIIDCUL"), has invited Bids from interested parties for "Development of Residential Sector at IIE Bahadarabad" (the "Project").

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of the Project, and Whereas, it is necessary under the Bid Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project or in the alternative to appoint one of them as the Lead Technical Member and another of them as the Lead Financial Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's Bid for the Project

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____ and M/s. _____ (the respective names and addresses of the registered office) do here by designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Bid for the Project, including submission of Bid/proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with SIIDCUL, another Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with SIIDCUL.

OR

We, M/s. _____ and M/s. _____ (the respective names and addresses of the registered office) do here by designate M/s. _____ (name and address of registered office) being one of the members of the Consortium as the Lead Technical Member and M/s. _____ (name and registered office) also being one of the members of the Consortium, as the Lead Financial Member, of the Consortium who, acting jointly, shall do, all or any of the acts, deeds or things necessary or incidental to the Consortium's Bid for the Project including submission of Bid/ proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with SIIDCUL , another Government Agency or any person in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with SIIDCUL.

Strike out if not applicable

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member/Lead Technical Member and the Lead Financial Member 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/Consortium.

Dated this _____ Day of _____ 201_.

(Executants)

(To be executed by all the members of the Consortium)

Note:- *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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this power/ of attorney for the designation of power hereunder on behalf of the bidder.*

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this _____ Day of _____, 201_

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

To be executed by all the Members in case of Consortium.

FORMAT FOR PROJECT UNDERTAKING

Date:

*The Managing Director
State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd
29,IIE, Sahastradhara Road (IT Park),
Dehradun, Uttarakhand*

Re: "Development of Residential Complex at IIE Bahadarabad"

We have read and understood the Bid Document in respect of the captioned project provided to us by SIIDCUL.

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the Bid Document provided to us.*

- (b) We are not barred by SIIDCUL, Government of Uttarakhand or any other State Government or Government of India Agency from participating in construction or BOT projects or otherwise.*

Dated this _____ Day of _____, 201_.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

To be signed by the Lead Member(s) in case of a Consortium.

FORMAT FOR BID SECURITY
(TO BE SUBMITTED ALONG WITH THE FINANCIAL BID)
(To be issued by a Scheduled Bank)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head/Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its , successors and assigns; In favour of State Infrastructure and Industrial Development Corporation of Uttarakhand (hereinafter called "SIIDCUL"), having its office at _____, Dehradun which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS

- A. M/s. _____ Ltd.2, a Company registered under provisions of the Companies Act, 1956 having its registered office at _____ (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its /their executors administrators, successors and assigns, has/have bid for the Development of Housing Sector at IIE Bahadarabad(hereinafter referred to as "the Project").
- B. In terms of Clause 5.0 (a) of the Bid Document dated _____ issued in respect of the Project (hereinafter referred to as "Bid Document") the Bidder is required to furnish to SIIDCUL an unconditional and irrevocable Bank Guarantee for an amount of Rs _____/- (Rupees _____ only) as Earnest Money Deposit.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS :

- a) The Guarantor, as primary obligor shall, without demur, pay to SIIDCUL an amount not exceeding Rs _____/- (Rupees _____ million only), within 3 days of receipt of a written demand from SIIDCUL calling upon the Guarantor to pay the said amount and stating that the Earnest Money Deposit provided by the Bidder has been forfeited.
- b) Any such demand made on the Guarantor by SIIDCUL shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.

In case of Consortium, incorporate names and addresses of the Consortium members.

- c) *The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of SIIDCUL is disputed by the Bidder or not.*

- d) *This Guarantee shall be irrevocable and remain in full force for a period of 3 months from(date) _____ or for such extended period as may be mutually agreed between SIIDCUL and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.*

- e) *The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.*

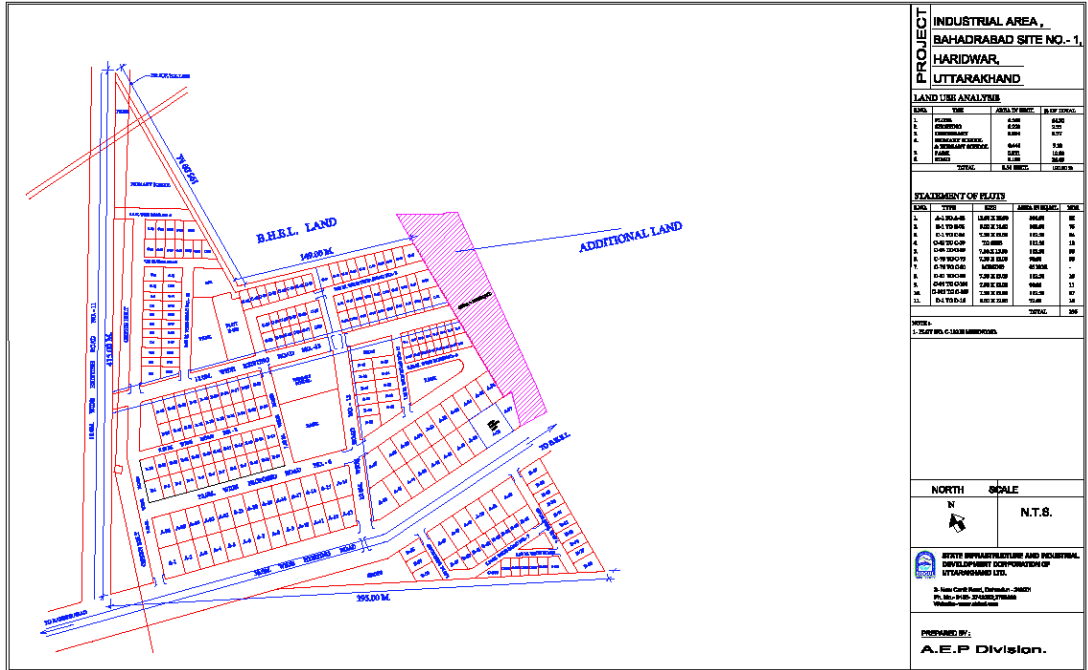
- f) *In order to give full effect to this Guarantee, SIIDCUL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Bid Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by SIIDCUL against the Bidder or any indulgence shown by SIIDCUL to the Bidder. and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of SIIDCUL or any indulgence by SIIDCUL to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.*

- g) *The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.*

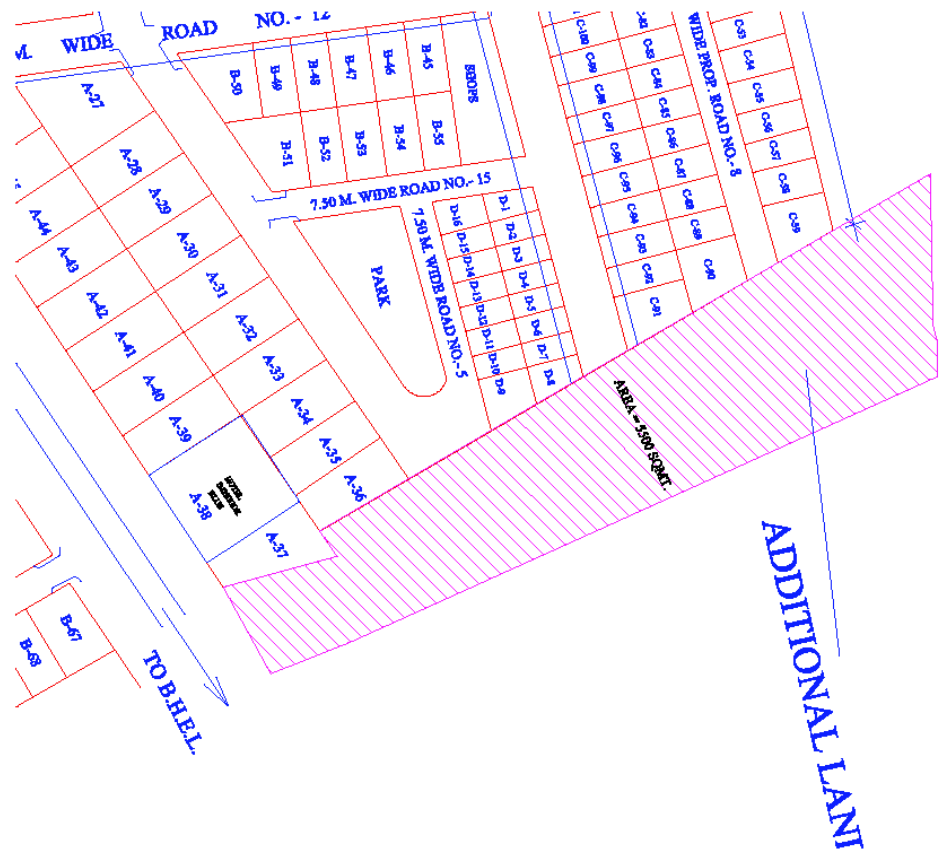
IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

*Signed and Delivered by _____
Bank by the hand of Mr/Ms _____
its _____ and authorised official.*

-: LAYOUT PLAN:-



INDUSTRIAL AREA, BAHADURABAD SITE NO.-1, HARIDWAR, UTTARAKHAND				
LAND USE ANALYSIS				
SL. NO.	TYPE	AREA IN HECT.	AREA IN ACRES	
1.	RESERVED	6.00	8.50	
2.	INDUSTRIAL	620	877	
3.	RESIDENTIAL	8.00	11.30	
4.	COMMERCIAL	5.00	7.10	
5.	ROADS	2.00	2.80	
6.	TOTAL	7.00	9.70	
TOTAL		636 HECT.	897 ACRES	
STATEMENT OF PLOTS				
SL. NO.	TYPE	SIZE	AREA IN HECT.	AREA IN ACRES
1.	RESERVED	6.00 X 10.00	6.00	8.50
2.	INDUSTRIAL	100.00 X 100.00	10.00	14.30
3.	INDUSTRIAL	100.00 X 100.00	10.00	14.30
4.	INDUSTRIAL	100.00 X 100.00	10.00	14.30
5.	INDUSTRIAL	100.00 X 100.00	10.00	14.30
6.	INDUSTRIAL	100.00 X 100.00	10.00	14.30
7.	INDUSTRIAL	100.00 X 100.00	10.00	14.30
8.	INDUSTRIAL	100.00 X 100.00	10.00	14.30
9.	INDUSTRIAL	100.00 X 100.00	10.00	14.30
10.	INDUSTRIAL	100.00 X 100.00	10.00	14.30
11.	INDUSTRIAL	100.00 X 100.00	10.00	14.30
TOTAL			636 HECT.	897 ACRES
NOTES:				
1. ALL RIGHTS RESERVED.				
NORTH				
N				
SCALE				
N.T.S.				
STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT CORPORATION OF UTTARAKHAND LTD. P.O. NO. 10, DEHRADUN UTTARAKHAND				
PREPARED BY:				
A.E.P. Division.				



-: SITE PLAN :-