



BID DOCUMENT

FOR

ALLOTMENT OF PLOT/s

For Resort / Hotel / Wellness Resort

At Madan Negi,

Tehri Garhwal

Uttarakhand

**STATE INFRASTRUCTURE AND INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LTD.**

Regd. Office: 29, IIE SAHASTRADHARA ROAD (IT PARK), DEHRADUN - 248001
Phone - 0135-2708100, 2607292
Fax - 0135-2708109 Website: -www.siidcul.com



सर्वेषां विकासाय

**State Infrastructure & Industrial Development
Corporation of Uttarakhand Ltd.**

29, IIE, Sahastradhara Road (IT Park), Dehradun

Phone No. 0135 – 2708100

Fax No. 0135 – 2708109 Web site : www.siidcul.com

NIT No: 30 /SIIDCUL/2020.

Golden Opportunity for Resort / Hotel / Wellness Resort near Tehri Lake

SIIDCUL invites online bids from interested domestic as well as international bidders for Allotment of land for developing Resort/Hotel/Wellness Resort near Tehri Lake at Madan Negi, Tehri Garhwal, Uttarakhand, India. The bidders must furnish complete information as per the procedure laid down in the bid document. Detailed bid document can be downloaded from website of SIIDCUL www.siidcul.com or www.uktenders.gov.in. Interested bidders can only submit the complete bid document on e-tendering website www.uktenders.gov.in on/before mentioned due date 15.07.2020 02:00PM.

Managing Director

1. Notice Inviting Tender

Notice Inviting bids for allotment of Plot/s for Resort/ Hotels/Wellness Resort at Madan Negi, Tehri Garhwal, Uttarakhand.



State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.
29, IIE, Sahastradhara Road (IT Park), Dehradun
Phone No. 0135 – 2607292, 2708100
Fax No. 0135 – 2708109 Website: www.siidcul.com

SIIDCUL invites submission of online bids under two bid system i.e. Technical and Financial Bids from prospective domestic as well as international investors for allotment of land for Resort/Hotel/Wellness Resort. Bidders are advised to study the tender document carefully before submitting their proposals in response to this advertisement. Submission of the proposal in response to this advertisement shall be deemed to have been done after careful study and examination of the tender document with full understanding of its terms, conditions and implications and actual site conditions. This tender document is non-transferable.

Tender document fee	Tender processing Fee INR 20,000/- (Rupees Twenty Thousand only) + GST per plot in the form of Demand Draft/Bankers Cheque issued by a Nationalized/ Scheduled Bank in favour of SIIDCUL and payable at Dehradun or by NEFT/RTGS to SIIDCUL a/c no – IOB-04290200002450 IFSC code: IOBA0000429 Bank Indian Overseas Bank, Dehradun; the UTR slip to be submitted in the office of SIIDCUL on or before closing date and time for Tender Submission.
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EMD	An earnest money amounting to INR 25,00,000/- (Twenty Five Lakhs Only) for Plot A and INR 25,00,000/- (Twenty Five Lakhs Only) for Plot B , has to be deposited only through Demand Draft /Banker's Cheque/NEFT/RTGS issued by a Nationalized/Scheduled Bank in favor of SIIDCUL and payable at Dehradun to be submitted in the office of SIIDCUL on or before closing date and time for Tender Submission.
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	Details of the Event	Date & Time
Bid Schedule	Issue of Tender document	01/06/2020
	Start date and time for tender document submission	01/06/2020 at 11.00 AM
	Pre-bid Meeting	12/06/2020 at 12.30 PM
	Uploading of Reply to Pre-bid Queries	19/06/2020
	Closing date and time for tender document submission	15/07/2020 at 02.00 PM
	Date and time for opening of the Technical Bid	15/07/2020 at 04.00 PM
	Date and time for opening of the financial Bid	To be communicated after technical evaluation.

Address	SIIDCUL, IT-29, IIE IT Park, Sahastradhara Road, Dehradun 248001.
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Website	Tender documents can be downloaded from either the website www.uktenders.gov.in or from company website www.siidcul.com However submission of bids shall only be done through the website www.uktenders.gov.in .
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MD, SIIDCUL reserves all right to accept/reject any or all the proposals received or cancel the entire process at any stage without assigning any reason thereof.

DECLARATION TO BE GIVEN BY THE TENDERERS

It is to certify that:

- 1- I/We are submitting the tender in the proforma as 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.
- 3- I/We have not made any modification/corrections/additions etc. in the tender documents downloaded from the website by me/us.
- 4- I/We have checked that no page is missing and all the 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 documents before submitting the same.
- 6- I/We have submitted the cost of tender separately along with the Earnest money as detailed in NIT as prescribed.
- 7- I/We have read carefully & understood the important instructions to the all tenderers along with queries raised in the pre-bid and their replies on website by SIIDCUL.
- 8- In case at any later stage, it is found that there is difference in our downloaded 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 later stage, it is found that there is difference in our downloaded tender document from the original, the respective bid 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- If this declaration is not signed by the tenderer(s) the tender shall be treated as non-responsive & shall not be opened.

Dated

(TENDERER)

(SIGN WITH SEAL)

1. PROJECT APPRECIATION

1.1 Land Details

Location:	-	Village Jalwal Gaon Malla (Madan Negi), District: Tehri Garhwal, Uttarakhand, India
Site Co-Ordinates	-	30 ⁰ 23'47" N 78 ⁰ 29'30" E
No. of Plot	-	2 (Two)
Plot Area (Sqm)	-	Plot A - 53650.89 Sq. Mt. (Approx.) Plot B - 49971.83 Sq. Mt. (Approx.)
Nature of Terrain	-	Hilly

It is to be noted that a Public Road is passing through the land parcel which would not be part of allotted area and therefore no lease hold right over the road shall be granted to the allottee. The road would have to be kept open for general public at all time. However, the same road can be used by the allottee to access the site.

Site Plan and Contour Plan are attached as **APPENDIX 7** and **APPENDIX 8**.

- 1.2** The land/plot would be allotted on lease initially for **90 years** duration for the purpose of construction/establishment and operation of Resort / Hotel / Wellness Resort on “**as is where is basis**”. The successful bidder shall be expected to construct the necessary facilities, create necessary amenities, take necessary statutory and other approvals from competent authorities and comply with all statutory/legal requirements including those under environment and pollution control laws/orders on their own and at their own cost.
- 1.3** For allotment of land the allottee shall be liable to pay lease premium and lease rent as specified in this document.
- 1.4** **Completion of the project and commencement of operation:** 3 Years from the date of execution of Lease Deed. Time extension of further six months may be given for maximum 2 times in genuine cases on the basis of sufficient progress made in execution of the project and after payment of extension fee as may be prescribed. Non completion of the project within given timeframe may lead to cancellation of allotment beside other consequences.

2. INVITATION OF BIDS

- 2.1** State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd. (SIIDCUL) invites online bids in the prescribed application form for allotment of land on lease basis for Resort / Hotel / Wellness Resort at Madan Negi, Tehri Garhwal (Uttarakhand).

- 2.1.1 The reserved price/base rate for land premium has been kept as **Rs. 1500/- per sq. mt.** The bidders would be expected to quote their rate for land premium over and above the base rate fixed by SIIDCUL in the prescribed financial BOQ only.
- 2.1.2 The bidder will be allowed to quote for Plot A / Plot B as well as both, however, in case the bidder wishes to bid for both the plots, he / she would be required to bid for both the plots separately.
- 2.1.3 The Successful Bidder is one who will quote maximum land premium for the land/per sq.mt and to whom a letter of award will be issued.

2.2 Developmental Norms

All the construction activities shall be as per building bylaws of SIDA (UBBL-2016) as amended from time to time, which can be downloaded from sidaonline.in or www.siidcul.com

3. ELIGIBILITY CRITERIA

- 3.1 Any firm either proprietor or a registered partnership, LLP, company or any other corporate entity which is competent to contract can submit tender/bid. Any proposal involving Foreign Direct Investment (FDI) shall also be permissible subject to Government of India norms for FDI in this regard.
- 3.2 In case of registered partnership firm, all the partners or partner duly authorised by all the partners are/is required to sign the tender/bid document. In case of Company/LLP, the resolution authorizing the applicant to sign on behalf of the company shall be attached with the tender form.
- 3.3 In case of LLP/partnership firm a certified copy of partnership deed along with certificate issued by Registrar of Firms / Registrar of Companies duly signed shall also be attached with tender documents.
- 3.4 In case of Company a list of Directors and a list of top 20 Shareholders indicating the number of shares held and percentage duly certified by a Chartered Accountant/Company Secretary along with a copy of Memorandum of Association and Articles of Association and Incorporation Certificate shall also be attached.
- 3.5 **Net Worth:**

The bidder should have minimum net worth of INR. 20 Crores (Twenty Crores) as on **31st March 2019 or later**. In case the bidder applies for both the plots then the bidder should have minimum net worth of INR 30 Crores (Thirty Crores) as on 31st March 2019 or Later. A certificate in the prescribed format duly certified by a practicing Chartered Accountant shall be furnished along with copy of Audited Balance Sheet on basis of which Net Worth has been calculated.

Net Worth in case of Companies = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off) duly certified by Chartered Accountant.

Net Worth in case of Individuals and Partnership Firms = (Capital + Accumulated Profits + Reserves) OR (Total Assets – External Liabilities) duly certified by Chartered Accountant.

- 3.6 Entities who have been blacklisted by any Central and State Government Agencies shall not be eligible to bid/submit tender. In addition if some dispute(s) is pending in the court of law or tribunal or under arbitration with /against SIIDCUL, such shall not be eligible to participate in the bidding unless they submit an undertaking that if land is allotted to them, they will withdraw all such proceedings before the execution of the lease deed for the plot. A declaration in this regard shall be submitted by the bidder.

4. EARNEST MONEY DEPOSIT (EMD)

- 4.1 The bidder shall be required to pay **Earnest Money Deposit (EMD) of INR 25,00,000/- (Twenty Five Lakhs Only) for Plot A and INR 25,00,000/- (Twenty Five Lakhs Only) for Plot B** in the form of Demand Draft / Banker's Cheque / NEFT / RTGS favouring SIIDCUL payable at Dehradun at the time of submission of this bid. In case of EMD payment being made by way of Demand draft/Banker's Cheque, a scanned copy of the same shall be attached at the time of submission of online bid and it shall be physically sent/deposited at SIIDCUL office at Dehradun at the address SIIDCUL, IT-29, IIE IT Park, Sahastradhara Road, Dehradun 248001 so as to reach before the closing date and time for bid submission. In case it is being submitted through NEFT / RTGS NEFT No. / UTR details shall be submitted at the time of bid submission.
- 4.2 EMD submitted by the unsuccessful bidder shall be returned after finalization of tenders and issuance of letter of award to the successful bidder. The EMD submitted by the successful bidder shall be adjusted against the first instalment of land premium to be paid by the successful bidder.

5. LAND PREMIUM PAYMENT TERMS:

Following models for the payment of Land Premium has been fixed by SIIDCUL. Out of these two models the bidder has to choose either one for fixing the payment terms at the time of bidding itself in the prescribed financial BOQ. The models are as follows:

5.1 Model 1: (10 Years Plan)

In this model the successful bidder will be required to pay upfront 25% of land premium as per base rate along with the differential additional premium as per the quoted rate (Over and above the base rate) and remaining amount in 9 equated yearly instalments from next year in a such a manner that total NPV of all payments taking nominal interest rate @ 11% per annum is not less than the present base cost of the

land. In this model the initial payment and instalments for Plot A and Plot B shall be as follows:

Plot	Initial Payment	Annual Instalment
A	₹ 2,01,19,100/- + additional premium quoted	₹ 1,09,00,650/-
B	₹ 1,87,39,450/- + additional premium quoted	₹ 1,01,53,120/-

5.2 Model 2: (7 Years Plan)

In this model the successful bidder will be required to pay upfront 20% of land premium as per the base rate along with the additional differential premium as per the quoted rates (Over and above the base rate) and remaining in 13 equated half-yearly instalments commencing after six months in a such a manner that total NPV of all payments taking interest rate @ 11% per annum is not less than the present base cost of the land. In this model the initial payment and instalments for Plot A and Plot B shall be as follows:

Plot	Initial Payment	Half Yearly Instalment
A	₹ 1,60,95,300/- + additional premium quoted	₹ 70,61,590/-
B	₹ 1,49,91,550/- + additional premium quoted	₹ 65,77,350/-

5.3 Schedule of Installments

(Model 1 - Calculation based on 25% of land premium as per base rate along with additional land premium as per quoted rate is paid upfront and balance in subsequent 9 Equated Annual Instalments)

Plot A		Plot B	
Year	Amount in INR	Amount in INR	Remark
1	2,01,19,100 + Additional Premium as per the quoted rate	1,87,39,450 + Additional premium as per quoted rate	Initial Payment
2	1,09,00,650	1,01,53,120	Annual Payment
3	1,09,00,650	1,01,53,120	Annual Payment
4	1,09,00,650	1,01,53,120	Annual Payment
5	1,09,00,650	1,01,53,120	Annual Payment
6	1,09,00,650	1,01,53,120	Annual Payment
7	1,09,00,650	1,01,53,120	Annual Payment
8	1,09,00,650	1,01,53,120	Annual Payment
9	1,09,00,650	1,01,53,120	Annual Payment
10	1,09,00,650	1,01,53,120	Annual Payment
Total Payment in 10 Years 11,82,24,950.00 + additional Premium as quoted Present Value 8,04,76,517.18 + Additional Premium as quoted		Total Payment in 10 Years 11, 01, 17,530.00 + additional premium as quoted. Present Value 7,49,57,758.04 + Additional Premium as quoted	

(Model 2 - Calculation based on 20% of land premium as per base rate along with additional land premium as per quoted rate is paid upfront and balance in subsequent 13 Equated Half yearly Instalments)

Plot A		Plot B	
Year	Amount in INR	Amount in INR	Remark
1/1	1,60,95,300 + Additional Premium as per the quoted rate	1,49,91,550 + Additional premium as per quoted rate	Initial Payment
½	70,61,590	65,77,350	Half Yearly Payment
2/1	70,61,590	65,77,350	Half Yearly Payment
2/2	70,61,590	65,77,350	Half Yearly Payment
3/1	70,61,590	65,77,350	Half Yearly Payment
3/2	70,61,590	65,77,350	Half Yearly Payment
4/1	70,61,590	65,77,350	Half Yearly Payment
4/2	70,61,590	65,77,350	Half Yearly Payment
5/1	70,61,590	65,77,350	Half Yearly Payment
5/2	70,61,590	65,77,350	Half Yearly Payment
6/1	70,61,590	65,77,350	Half Yearly Payment
6/1	70,61,590	65,77,350	Half Yearly Payment
7/1	70,61,590	65,77,350	Half Yearly Payment
7/2	70,61,590	65,77,350	Half Yearly Payment
Total Payment in 07 Years 11,82,24,950.00 + additional Premium as quoted Present Value 8,04,76,517.18 + Additional Premium as quoted		Total Payment in 07 Years 10,04,97,100.00 + additional premium as quoted. Present Value 7,49,57,758.04 + Additional Premium as quoted	

Assumptions:

For Plot A

- | | |
|--|---------------------------------|
| 1. Total Area: 53650.89 Sq. Mt. | 3. Base Rate: 1500 per Sq. Mt. |
| 2. Total Land Premium : Rs 8,04,76,517/- | 4. Interest Rate: 11% per annum |

For Plot B

- | | |
|--|---------------------------------|
| 1. Total Area: 49971.83 Sq. Mt. | 3. Base Rate: 1500 per Sq. Mt. |
| 2. Total Land Premium : Rs 7,49,57,758/- | 4. Interest Rate: 11% per annum |

- 5.4 The successful bidder shall be required to pay **the initial Payment (25% or 20% of Land Premium at Base Rate plus addition land premium at quoted rates) within 45 days** from the date of issuance of letter of award. Failure to make payment in time would tantamount to default and lead to cancellation of the letter of award and allotment and forfeiture of EMD paid without any further notice to this effect.
- 5.5 Instalment Amount (Annual/Half-Yearly as per option chosen) **shall be payable as per Model 1 / Model 2 on due dates. In case of failure to make payment on or before due date, extra penal interest will be charged @ 14% on the defaulted instalment(s) amount/land premium instalment for the default period. In addition, SIIDCUL reserves full right to cancel the allotment at any moment in case of any kind of failure in payment or successful operation of the project.**

- 5.6 In case of 100% payment is made within 45 days from the issuance of letter of award, a rebate of 1% shall be admissible on the entire land premium.

6. EXTENSION OF TIME PERIOD FOR PAYMENT

- 6.1 Extension of time for depositing the initial payment as mentioned above shall not be allowed under any circumstances. In case of default, it would be presumed that the successful bidder is not interested, and the allotment offer shall be cancelled without any further notice and the EMD shall be forfeited.
- 6.2 All payments shall be remitted by due dates. In case the due date is a holiday then the allottee should ensure remittance on the previous working day.
- 6.3 All payment should be made through RTGS / NEFT / a demand draft/pay order drawn in favour of State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd. and payable at any scheduled bank located in Dehradun.
- 6.4 The payment made by the allottee will first be adjusted towards the penal interest / interest due, if any and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
- 6.5 For the purpose of arriving at the due date, the date of issuance as mentioned on the face of the allotment letter will be reckoned as the date of allotment.

7. VARIATION IN PLOT AREA

The area of plot allotted may slightly vary at time of handing over of the possession. The premium of plot will proportionately vary due to such variations. If such variation is within 20% limits, no change in location or surrender shall be allowed. However, if such variation is more than 20% allottee will have the option of surrendering the allotment and taking back the entire amount deposited by him/her without any interest.

8. AS IS WHERE IS BASIS

The plot/s shall be accepted by the allottee on "As is where is basis" on lease for a period of 90 years starting from the date of possession of land being granted to Bidder. The lease period may be extended further on mutual agreed terms and conditions. The bidder should satisfy himself after visiting the site, if they so wish, as regard to actual site conditions and amenities available. In no case any complaint or grievance or any request for relief on such count shall be entertained afterwards.

9. SURRENDER

- 9.1 The request for surrender of plot after execution of Lease Deed shall only be considered as per prevailing Surrender Policy of SIIDCUL.

9.2 In case of withdrawal of bid before or after the issuance of letter of award or surrender of allotment after issue of allotment letter 100% of the Earnest Money deposited by the allottee at the time of bid shall be forfeited.

9.3 The date of surrender on the above cases shall be the date on which it is approved by SIIDCUL. No subsequent claim on the basis of postal certificate, etc., will be entertained.

10. LEASE DEED AND LEASE RENT.

10.1 Lease deed will be executed with the successful bidder within one month after submission of Land Premium as per Model 1 / Model 2 chosen by the bidder.

10.2 In addition to the premium of the plot, the Bidder shall be liable to pay lease rent annually in advance at the rate of INR 5.00 per sqm. per year for first five years which shall be increased by INR 2.00 per sqm. per year every five years after first five year i.e. for the first five years it would be INR 5.00 per sqm., from 6th to 10th Year it would be INR 7.00 per sqm., for 11th to 15th year it would increase to INR 9.00 per sqm. and so on. Alternatively, the successful bidder would have the option to pay one-time lease rent at any time by paying 11 years lease rent calculated at the rate applicable at the time of payment. Any lease rent paid earlier shall not be counted in this calculation. In case of delay, interest calculated @ 12% per annum shall be charged.

11. POSSESSION

11.1 Possession of allotted land shall be taken over within 60 days from the date of allotment by the bidder after execution and registration of lease deed.

11.2 The Bidder will be authorized to develop, and market the Resort / Hotels / Wellness Resort after the lawful possession of the allotted plot is taken over.

12. DOCUMENTATION

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.

13. MORTGAGE

13.1 The bidder may with prior permission of the SIIDCUL/Lessor, mortgage the land to any RBI recognized financial institution/Scheduled Banks for raising loan for the purpose of financing the project subject to such terms and conditions of Lease Deed and additionally as may be decided by SIIDCUL at the time of granting the permission.

13.2 No mortgage permission shall be granted unless 50% of Lease Premium has been paid and Financial Institution/Bank who is extending the loan facility agrees to remit

the balance land premium along with any outstanding interest and lease rent directly to SIIDCUL out of first disbursement to be made to lessee.

14. TRANSFER OF PLOT

- 14.1 Partial transfer of the plot/s or project/s shall not be allowed even after completion of the project.
- 14.2 Transfer as a whole or subletting as a whole or partially may be permitted only after obtaining prior approval of SIIDCUL and receiving payment of transfer charges/subletting charges as prevalent/prescribed by SIIDCUL at the time of granting permission.
- 14.3 Transfer will be allowed only after obtaining completion certificate from SIDA and minimum two years of operation by the Bidder.

15. MISUSE OR USE OF PLOT FOR SOME OTHER PURPOSE.

The Bidder/Allottee shall not use the land for any purpose other than the Resort/Hotels/Wellness Resort project. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by SIIDCUL.

16. LIABILITY TO PAY TAXES ETC.

The Bidder / Allottee / Lessee shall be liable to pay all taxes, royalty, other charges and assessment of every description imposed by SIDA / Local authorities / SIIDCUL empowered in this matter from time to time, in respect of the plot.

17. OVERRIDING POWER OVER DORMANT PROPERTIES

The Lessor reserves the right to all mines, minerals, coals, washing gold's, earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Bidder/Allottee/Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Managing Director SIIDCUL on the amount of such compensation shall be final and binding on the applicant.

18. MAINTENANCE

- 18.1 Since the successful bidder/lessee is expected to create its own infrastructure and common facilities, maintenance of the same shall be the responsibility of successful bidder/lessee itself.

- 18.2 The Bidder at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments or from the competent authority in this regard.
- 18.3 Provision of ETP/STP and Solid waste management is to be made by the bidder as per the conditions/ laws of State Pollution Control Board/ Competent authority.
- 18.4 In case on request from the lessee or otherwise in the interest of public safety SIIDCUL undertakes any maintenance work related to facilities created at the site including approach road etc. the lessee shall be liable to pay the actual cost incurred on demand by SIIDCUL.

19. TERMINATION OF LEASE DEED

19.1 In addition to the other specific clauses related to cancellation, SIIDCUL/Lessor, as the case may be, will be free to exercise its right of cancellation of lease/allotment in the case of:

1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. It is recognized by the Bidder that SIIDCUL has taken the submissions of the Bidders regarding its eligibility on its own certification and any misrepresentation/suppression of material facts or misstatement as to the same would tantamount to default and lead to termination.
3. Any violation of directions issued or rules and regulation framed by SIIDCUL or by any other statutory body.
4. Default on the part of the applicant/allottee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of dues.

It shall be lawful for SIIDCUL without prejudice to any other legal right or remedies available under the law, to cancel the allotment if it is caused by any of the above event.

19.2 In the event of such cancellation the consequences shall be as stated follows:-

- A. If at the time of cancellation, the plot is not occupied by way of any building constructed by the bidder thereon, SIIDCUL may re-allot the plot and the an amount equivalent to 40% of the total premium of the plot shall be forfeited and allottee / bidder shall have no right to claim compensation thereof. The balance, if any, shall be refunded without any interest. No separate notice shall be given in this regard.
- B. If at the time of cancellation, the plot is occupied by the bidder thereon, then an amount equivalent to 40% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by SIIDCUL. The balance, if any shall be refunded without any interest.
- C. If any structure is constructed on the site, SIIDCUL would have the option to get the structure valued by a Government approved valuer and pay the amount so arrived to

the lessee after receiving the amount after re-allotment to the new allottee. In alternative SIIDCUL may give 60 days' time to lessee to remove the immovable and movable assets from the site at its own cost. The lessee will have no right to claim compensation thereof.

20. OTHER CLAUSES

- 20.1 SIIDCUL/Lessor reserves the right to make such decisions / additions / alterations or modifications in the terms and conditions of allotment / lease from time-to-time, as may be considered just and expedient.
- 20.2 In case of any clarification or interpretation regarding these terms and conditions, the decision of Managing Director of SIIDCUL shall be final and binding.
- 20.3 If the bidder commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for SIIDCUL to ask the bidder to remove the nuisance within a reasonable period failing which SIIDCUL shall itself get the nuisance removed at the bidder's cost and charge damages from the bidder during the period of submission of nuisance.
- 20.4 Any dispute between SIIDCUL and Bidder shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd. or the Courts designated by the Hon'ble High Court of Uttarakhand.
- 20.5 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.
- 20.6 All arrears due to the Lessor are recoverable as arrears of land revenue.
- 20.7 The Bidder shall not be allowed to assign or change his role; otherwise the lease shall be cancelled.
- 20.8 M.D. SIIDCUL reserves the right to make any amendments in the bid document/rejects any / all offers without assigning any reasons. His decision will be final.
- 20.9 The validity period of the bid shall be **3 months** from the last date of submission.

21. PRE-BID CONFERENCE

- 21.1 Pre-bid conference of the prospective bidders shall be convened on scheduled date and time at SIIDCUL Head Office at the following address:-

**State Infrastructure and Industrial Development
Corporation of Uttarakhand Ltd
IT-29, IIE IT Park, Sahastradhara Road,
Dehradun 248001.**

Bidder may mail their queries/suggestions by email to the address architectplanner@siidcul.com or gm@siidcul.com before pre-bid meeting upto 15.00 Hrs. on 08.06.2020.

- 21.2 Maximum two representative of each bidder shall be allowed to participate in the pre-bid conference.
- 21.3 During the course of pre-bid conference the bidders will be free to seek clarifications and make suggestions for consideration of SIIDCUL. SIIDCUL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.
- 21.4 In view of the COVID-19 Pandemic, the pre-bid meeting may also be scheduled virtually through Google Meet / Microsoft Teams / Zoom etc. The same shall be updated to the interested bidders.

22. Clarifications/Amendment/Modification of RFP

- 22.1 At any time prior to the deadline for submission of bids, SIIDCUL may for any reason whether at its own initiative or in response to clarifications requested by bidder, modify the RFP by the issuance of corrigendum.
- 22.2 Any corrigendum/modification thus issued will be uploaded in the website. In order to afford the bidders a reasonable time for taking the corrigendum into account or for any other reason, SIIDCUL may, at its own discretion, extend the due date.
- 22.3 All bidders are advised that in their own interest they should check the website from time to time to keep themselves updated.

23. PREPARATION AND SUBMISSION OF BIDS

- 23.1 **Language:** The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. But matter submitted in Hindi; need not to be translated in English. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 23.2 **Format & Signing of Bid:** The Bidders shall provide all the information online sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 23.3 **Submission of Bid:** The Bidder shall submit the Price Bid in the format as specified in the RFP document online through www.uktenders.gov.in.
- 23.4 **Technical bid documents:** The documents of Technical Bid shall also be submitted online through www.uktenderes.gov.in in the format as specified. Bids not submitted in the prescribed forms/formats will be summarily rejected. Bidders are advised to fill all information clearly and legibly in prescribed format.

23.5 Key submissions for the bid:

- a) Tender Document fee INR 20,000/- + 18% GST and **INR 25,00,000/- (Twenty-Five Lakhs Only) for Plot A & INR 25,00,000/- (Twenty-Five Lakhs Only) for Plot B**, shall be submitted online through NEFT / RTGS. NEFT No. / UTR details to be submitted. Payment through Demand Draft/Bankers Cheque shall be permitted. However in such case scanned copy of the same to be uploaded and original shall be submitted to the SIIDCUL Office on or before closing date and time of bid submission.
- b) Application form along with all requisites & Authorisation for signing of Bid in the prescribed format (Appendix 3)
- c) Certificate of Incorporation/registration of company or LLP/ Partnership Firm Registration
- d) Certified copies of Bidder's duly audited balance sheet and profit and loss account for the latest financial year
- e) Financial Bid in prescribed BOQ Format
- f) Net worth certificate (in prescribed format) from the Chartered Accountant (Appendix 6)
- g) Covering Letter for submitting the Bid in the prescribed format (Appendix 1) along with supporting documents like Details of Bidder (Appendix 2)
- h) Anti-Collusion Certificate (Appendix 4)
- i) Undertaking (Appendix 5)

For further clarification please contact:

State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd.

(0135) 2708100, 2607292 Fax: (0135) 2708109

Email: architectplanner@siidcul.com and gm@siidcul.com

Website: www.siidcul.com

Technical Bid
COVERING LETTER FOR SUBMITTING BID

[On the Letter Head of the Bidder]

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

Ref:

Sir,

*Being duly authorized to represent and act on behalf of _____
(hereinafter referred to as "the Bidder"), and having reviewed and fully understood all
of the requirements set out in the Bid Document and information provided therein, the
undersigned hereby submits the Bid for the Project referred above.*

*We are enclosing our Bid including Key Submissions (Qualification Information) with the
details as per the requirements of the Bid Document, for your evaluation.*

*We confirm that our Bid is valid for a period of time of 3 (three) months from
_____ (Bid Due Date).*

*We confirm that we are interested in being allotted the plot/s in IIE Madan Negi, Tehri
Garhwal and are as such eligible for the plot/s.*

*The undersigned hereby also declares that the statements made, and the information
provided in the Bid are complete, true and correct in every detail.*

Yours faithfully,

*(Signature of Authorized Signatory)
(Name, Title and Address of the Bidder)*

1. *Details of Bidder*
 - a) *Name*
 - b) *Country of Incorporation/Registration*
 - c) *Address of the corporate headquarters and its branch office(s), if any, in India*
 - d) *Date of incorporation and / or commencement of business*

2. *Brief description of the bidder including details of its main lines of business and proposed roles and responsibilities in this Project.*

3. *Details of individual(s) who will serve as the point of contact / communication for SIIDCUL within the bidder organisation*
 - a) *Name:*
 - b) *Designation:*
 - c) *Address:*
 - d) *Telephone No:*
 - f) *E-mail Address:*
 - g) *Fax No:*

4. *Names, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:*
 - a) *Name:*
 - b) *Designation:*
 - c) *Address:*
 - d) *Telephone No:*
 - f) *E-mail Address:*
 - g) *Fax No:*

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 “Resort/Hotels/Wellness Resort at Madan Negi, Tehri Garhwal”, 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 Bidder 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 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 _____, 202_

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

FORMAT FOR UNDERTAKING

Date:

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

Ref: “Resort / Hotels / Wellness Resort at Madan Negi, Tehri Garhwal”

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 Bid Document provided to us.

(b) We are not barred or blacklisted by SIIDCUL, Government of Uttarakhand or any other State Government or Government of India Agency from participating in construction or BOT projects or otherwise which would make us ineligible to participate in this bid.

(c) We declare that no dispute(s) or proceeding is pending in the court of law or any tribunal or is/are under arbitration with /against SIIDCUL

or

We undertake that if land is allotted to them, they will withdraw all dispute(s) or proceeding pending in the court of law or any tribunal or under arbitration with /against SIIDCUL, before the execution of the lease deed for the plot.

Dated this _____ Day of _____, 202_.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

FORMAT FOR NET WORTH CERTIFICATE ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT

NET WORTH CERTIFICATE (AS ON 31st MARCH 2019)

I/We being statutory auditor of M/s /Mr, /Mrs.....
 /Chartered Accountant in Practice hereby certify that the Net Worth of
 M/s/Mr./Mrs.....S/o / D/o
 Shri (Address)
as on 31st March as per
 prescribed calculation is Rs.....
 (Rs..... only). Above Net-Worth Certificate
 is issued on the basis of books of account and documents produced before us.

The methodology adopted for calculating net worth is as follows:

(Mention the details)

Name, Seal and Signature of the Chartered Accountant

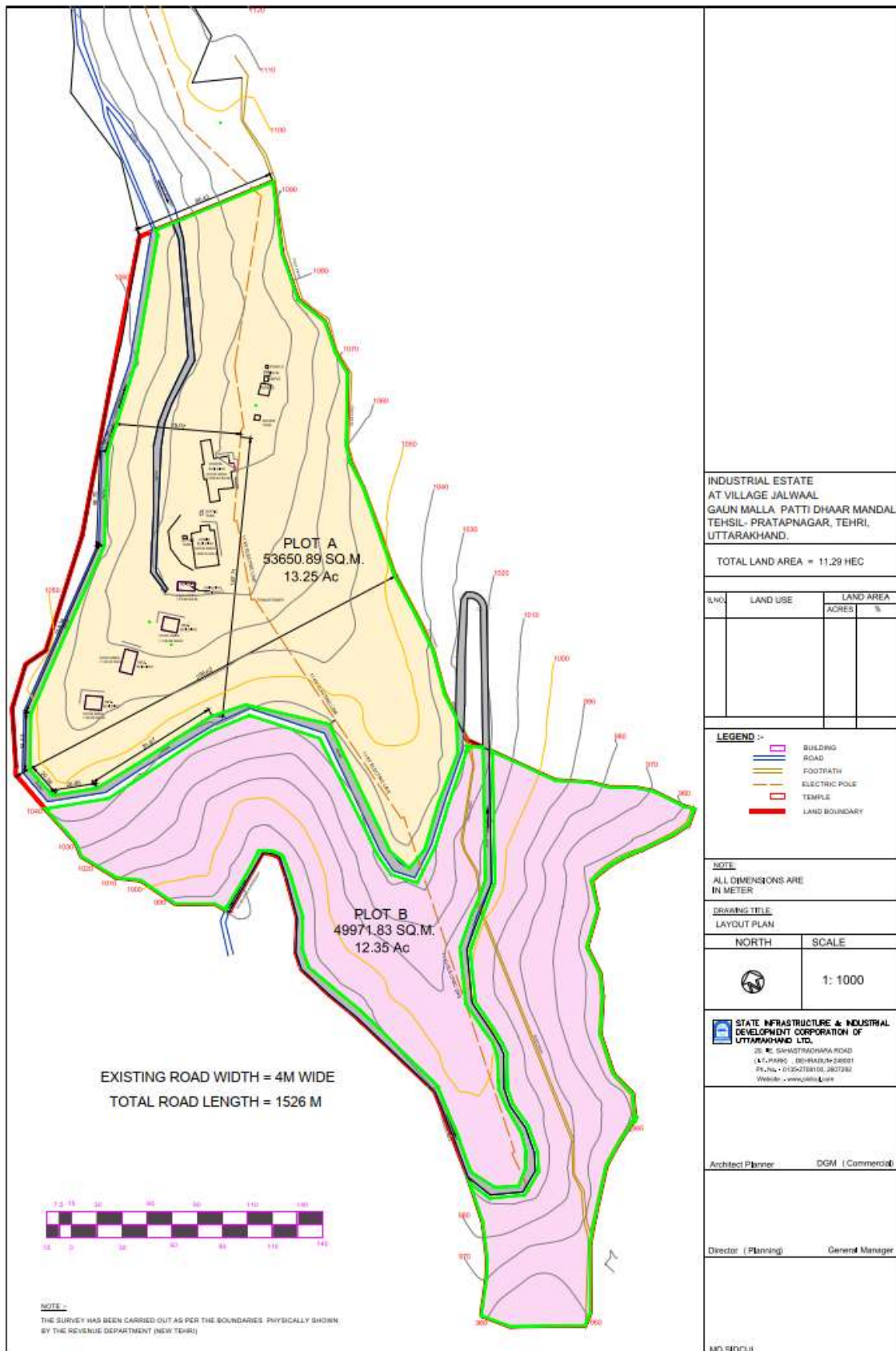
Place:

Date:

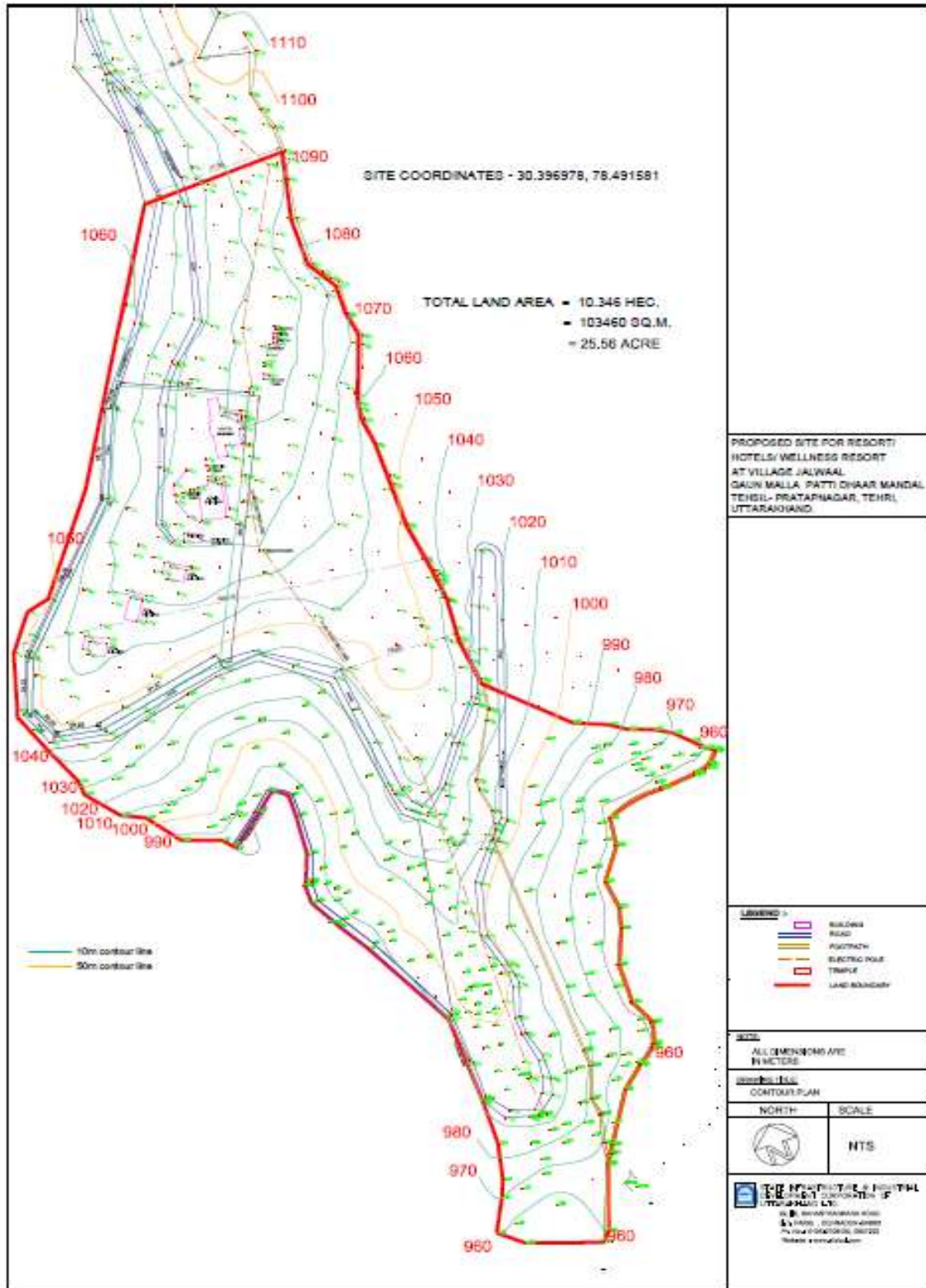
Note:

1. *The above stated Financial Capability shall be duly certified by Statutory Auditor/Practicing Chartered Accountant. The audited balance sheet certifying the above should also be submitted along with this appendix.*

-:SITE PLAN:-



-: SITE CONTOUR MAP :-



LEASE DEED

INDICATIVE DRAFT

Location:

THIS LEASE DEED made on the _____ day of _____ in the year two thousand and _____ and corresponding to Saka Samvat _____ between **State Infrastructure and Industrial Development Corporation of Uttarakhand Limited** (SIIDCUL), a company within the meaning of the Companies Act, 2013, and having its registered office at Secretariat Dehradun (Uttarakhand) and Regd. Head Office at IT-29, IIE IT Park, Sahastradhara Road, Dehradun (hereinafter referred to as the "**Lessor**") which expression shall unless the context does not so admit, include its successors ad assigns) of the one part,

AND

Shri/Smt./Km. _____, aged about _____ years, S/o _____ R/o _____ OR

Shri/Smt./Km. _____, aged about _____ years, S/o _____ Proprietor of proprietary firm by the name of _____ having its office at _____;

OR

M/s a Registered Partnership Firm having following partners: -

1. Shri/Smt./Km. _____, aged _____ years, S/o _____;
2. Shri/Smt./Km. _____, aged _____ years, S/o _____ R/o _____;
3. Shri/Smt./Km. _____, aged _____ years, S/o _____ R/o _____

OR

_____, a Society registered under the Societies Registration Act, 1860 or the relevant State enactment, having its office at _____ Secretary/President of the said society, duly authorized by Article _____ of the Memorandum of Association of the said Society'

OR

_____, a Private/public limited company incorporated under the Companies Act, _____ and having its registered office at _____, through its _____ Mr. _____ who has been duly authorized by a resolution passed by the Board of Directors of the said Company, in its Meeting held on _____; Hereinafter referred to as the "Lessee" (which expression shall, unless the context does not so admit, include its legal heirs, executors, administrators, successors and permitted assigns, as the case may be), of the other part;

WHEREAS:

A. The State of Uttarakhand has conveyed title, rights and interest in the land admeasuring _____ **Sq. Mtrs** , Situated at Village _____, _____ District, _____ Uttarakhand to the Industrial Development Department of Uttarakhand Government vide G.O. No....., issued on....., including details of Khasra Nos. specified in the said G.O., for the purpose of development of Tourism related infrastructure and establishment of facilities for promotion of Tourism Industry and the Lessor has been designated as Nodal Agency for Management of this land and execution of Lease Deed in respect of above and Lessor intends to grant leasehold right in such plot for the purpose of establishment of Hotel/Resort/Wellness Centre, according to the Rules and Byelaws and building plans, as approved by the Corporation, Municipality or other competent authorities, as may be applicable.

B. The amount of premium mentioned in Clause 1 hereinafter is provisional and the Lessee shall pay the additional premiums as hereinafter provided in Clause 2.2 (a) and Clause 2.2(b), as and when determined, by the Lessor.

C. The Lessor has agreed to grant of lease and the Lessee has agreed to take on lease a plot of land admeasuring _____ **SQM** , bearing Plot No. _____ at _____, _____ District, Uttarakhand. The details of the plot are described in **Schedule A** annexed hereto, subject to the terms and conditions hereinafter, for the purpose of establishment of a HOTEL/RESORT/WELLNESS CENTER and allied/ancillary activities, incidental thereto ("**the Project**"), as per the design and building plan, approved by the Corporation/Municipal or other concerned competent authority, having jurisdiction over the area.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. LEASE:

1.1 Subject to the provisions of this Deed, the Lessor hereby grant lease of the plot of land admeasuring _____ **SQM**, at _____, (**“the Demised Land”**) _____ District Uttarakhand to the Lessee and the Lessee hereby accepts the lease for the Demised Land for a period of Ninety (90) years (**“Term”**) from the date hereof, except and always reserving to the Lessor the right to:

(a) (i) Within the period of Thirty Six (36) months from the date of letter of possession of the Demised Land i.e. _____ (**“Stipulated Period”**) the Lessee shall built and erect, construct, execute works and complete establishment of project and commence the operation of Hotel/Resort/Wellness center at the allotted plot.

(ii) However, in case the Lessee in unable to commence operation in its Project, within the Stipulated Period for reasons attributable to the Lessor or any State/Central Governmental authority or any local authority/body having jurisdiction, on an application from the Lessee with supporting document, the Lessor may extend the Stipulated Period, by such period (s).

(iii) In addition, in case the Lessee is unable to commence operation in its Project, within the Stipulated, period for reasons not covered under the preceding sub-clause, on an application from the Lessee, the Lessor shall consider such application, on merits and may grant such extension(s), as it may deem appropriate, subject to payment of Extension Fee, as may be specified in the bid by the Lessor. In case, the Lessor grants extension the Stipulated Period shall stand extended and thereupon the obligation hereunder of the Lessee to complete the building shall be taken to such extended period.

In case, the Lessor is inclined to reject the application for extension, the same shall be communicated to the Lessee, by a reasoned Order, Passed by the person, having authority, on behalf of the Lessor.

(iv) In case Lessor, takes a decision not to grant extension as envisaged Clause 1.1 (a) (iii) above and determines this Lease by cancelling it, the Lessee shall be at liberty to remove and appropriate to itself all building, structures, materials and properties, if any, deposited by them, or their agents, in the Demised Land, after paying all dues, rent and all municipal and other taxes, rates and assessment dues, and any other dues, occurring to the Lessor as on the date of such termination of Lease and to remove the materials from the Demised Land within sixty (60) days of

the date of termination of this deed. In case Lessee does not act as stipulated above clause 1.1 (a) (iv) the consequences as mentioned in clause 1.3 shall follow.

(v) Notwithstanding any such default of the stipulation contained in Clause 1.1(a)(iv) above and in case the Lessor proposes to determine the Lease as envisaged in Clause 1.1(a)(iv) above, the Lessor shall be given 60 days written notice to the Lessee, indicating its decision to determine the Lease and terminate the Lease Deed.

1.2 In addition to the other specific clauses related to cancellation, Lessor will be free to exercise its right of cancellation of lease/allotment in the case of:

(i) Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.

(ii) It is recognized by the Bidder that SIIDCUL has taken the submissions of the Bidders regarding its eligibility on its own certification and any misrepresentation/suppression of material facts or misstatement as to the same would tantamount to default and lead to termination.

(iii) Any violation of directions issued or rules and regulation framed by SIIDCUL or by any other statutory body.

(iv) Default on the part of the applicant/allottee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of dues.

It shall be lawful for SIIDCUL without prejudice to any other legal right or remedies available under the law, to cancel the allotment if it is caused by any of the above event.

1.3 In the event of such cancellation the consequences shall be as stated follows:-

(i) If at the time of cancellation, the plot is not occupied by way of any building constructed by the bidder thereon, SIIDCUL may re-allot the plot and the an amount equivalent to 40% of the total premium of the plot shall be forfeited and allottee/bidder shall have no right to claim compensation thereof. The balance, if any, shall be refunded without any interest. No separate notice shall be given in this regard.

(ii) If at the time of cancellation, the plot is occupied by the bidder thereon, then an amount equivalent to 40% of the total premium of the plot shall be

forfeited and possession of the plot will be resumed by SIIDCUL. The balance, if any shall be refunded without any interest.

(iii) If any structure is constructed on the site, SIIDCUL would have the option to get the structure valued by a Government approved valuer and pay the amount so arrived to the lessee after receiving the amount after re-allotment to the new allottee. In alternative SIIDCUL may give 60 days' time to lessee to remove the immovable and movable assets from the site at its own cost. The lessee will have no right to claim compensation thereof.

1.4 In case, any mineral is found in the Demised Land and the Lessor requires any part of the Demised Land, for the purpose of mining such mineral, the Lessee shall be entitled to compensation for such portion of the Demised Land or in case, if the Lessee, is unable to conduct its business, at its sole discretion, without the portion of the Demised Land required by the Lessor, the Lessee shall be entitled to lease of land, equivalent to the area of the Demised Land, on the same terms and conditions as in the case of the present Lease, in an industrial area developed by the Lessor, suitable for the needs and requirement of the Lessee. Also, in case the Lessor requires the entire Demised Land for the purpose of mining minerals, the Lessee shall be entitled to lease of land for an alternate plot of land, equivalent to the area of the Demised Land, on the same terms and conditions as in the case of the present Lease, in an industrial area developed by the Lessor, suitable for the needs and requirements of the Lessee. In addition the Lessee shall be entitled to compensation, including towards cost of relocation.

2. PAYMENT AND TERMS OF PAYMENT:

2.1 The Lessee hereby agrees to pay an amount of Rs. _____ per square meter, amounting to Rs. _____ **(RUPEES)** _____ (only), for the Demised Land as provisional land premium.

2.2 Out of the total land premium, the Lessee has hereby paid, a part thereof, amounting to Rs. _____ (Rupees _____ Only); the receipt whereof of, the Lessor hereby accepts and acknowledges. The balance amount of the provisional land premium of Rs. _____ (Rupees _____ only) for the Demised Land is to be paid in _____ Yearly or _____ half yearly

- 2.3. In addition, to the Land Premium, during the Term of the Lease envisaged herein, the Lessee shall pay an annual Lease rent (“**Rent**”) of in advance at the rate of INR 5.00 per sqm. per year for first five years which shall be increased by INR 2.00 per sqm. per year every five years after first five year i.e. for the first five years it would be INR 5.00 per sqm., from 6th to 10th Year it would be INR 7.00 per sqm., for 11th to 15th year it would increase to INR 9.00 per sqm. and so on. Alternatively the successful bidder would have the option to pay one time lease rent at any time by paying 11 years lease rent calculated at the rate applicable at the time of payment. Any lease rent paid earlier shall not be counted in this calculation. In case of delay, interest calculated @ 12% per annum shall be charged.
- 2.4 The provisional premium mentioned in Clause 2.1 above, includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the land of which the Demised Land forms part of, and the estimated costs for laying for roads, parks and other public utility services, but should the final cost of acquisition of the whole of the said land or any part thereof goes up thereby increasing the land cost component of the plots carved out after development as aforesaid, the Lessor shall request the Lessee to make such proportionate additional premium amount and the Lessee shall upon receipt of intimation from the Lessor, which demand shall not be delayed beyond a period of three years from the date, the final of acquisition is determined, pay within sixty (60) days to the Lessor, the additional premium representing the difference in the land cost component finally determined as aforesaid and the land cost component of the provisional premium mentioned in Clause 2.1 above.
3. **MAINTENANCE FEE:**
- 3.1. Since the lessee is expected to create its own infrastructure and common facilities, maintenance of the same shall be the responsibility of lessee itself. Lessor would have no obligation in this regard.
- 3.2 The less at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments or from the competent authority in this regard.
- 3.3 Provision of ETP/STP and Solid waste management is to be made by the lessee itself as per the conditions/ laws of State Pollution Control Board/ Competent authority.
- 3.4 In case on request from the lessee or otherwise in the interest of public safety at its own discretion Lessor undertakes any maintenance work related to facilities created at

the site including approach road etc. the lessee shall be liable to pay the actual cost incurred on demand by Lessor.

4. RIGHTS AND OBLIGATIONS OF LESSEE:

- 4.1. That the Lessee will bear, pay and discharge, from time to time and at all times during the Terms of the Lease granted herein, all rates, taxes, charges, claims and outgoing chargeable against the Lessor, in respect of the Demised Land and assessment of every description which during the said Term which may be assessed chartered or imposed upon either on the Lessor or the Lessee in respect of the Demised Land or building to be erected thereupon, by the Lessee.
- 4.2. That whenever Municipal Corporation/Board, Cantonment Board, Zila Parishad, Town Area or other notified Local Bodies take over or cover this Industrial Area of the Lessor, the Lessee will be liable to pay and discharge all rates, charges, claims and outgoings, chargeable, imposed or assessed of every description, which may be charged, assessed or imposed upon them by the said Local Body, in respect of the Demised Land and the Lessee will abide by the rules and directives of such Local Body.
- 4.3. That the Lessee will neither make any excavation upon any part of the Demised Land nor remove any stone, sand gravel, clay, earth or any other materials(s) therefrom, except so far as may be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized and for leveling and dressing the Demised Land, covered by this Deed.
- 4.4. The Lessee shall not any time without the previous consent in writing of the Lessor, use the Demised Land or the buildings thereon or permit the same to be used for any purpose other than that of setting up the hotel/resort/wellness center and other activities ancillary and incidental thereto.
- 4.5. That the Lessee will keep the Demised Land and the buildings to be erected thereon at all times, in a state of good, substantial and sanitary condition.
- 4.6. That the Lessee shall observe all rules and regulations regarding maintaining health and safety, as prescribed by the concerned authority and will not carry on or permit to be carried on the Demised Land any obnoxious trade or business whatsoever or use the same or permit the use of same for any religious purpose or any purpose other than for the purpose mentioned hereinbefore without the previous consent in writing, of the Lessor and the municipal or other local authority, as the case may be, subject to such terms and conditions as the Lessor/such Municipal or other local authority and the Uttarakhand State Effluents Board/Uttarakhand Water (Prevention and Control of

Pollution) Board or any other authority may impose, from time to time. Further the Lessee will not do or suffer to be done, on the Demised Land or any part thereof, any act or thing which may be or become a nuisance, cause damage, annoyance or inconvenience to the Lessor or municipal or other local authority or occupiers of other plots in the neighborhood.

- 4.7 The lessee shall at its own expense plant trees on periphery of Demised Land (one tree per 200 square meters and one tree at a distance of 15 meters on the frontage of the Demised Land, facing the road or part thereof) and shall maintain the trees so planted in good condition throughout the terms, hereby created under these presents.
- 4.8. That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining building or other premises, by building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipal or local authority, in respect of the said works or of anything done under the authority of the Lessee.
- 4.9 That the Lessee shall establish at its own cost an appropriate and efficient effluent treatment system/plant if required for the hotel/resort/wellness center and shall ensure that it is ready and functional as per the norms and specifications, laid down or stipulated by the State Pollution Control Board or any other authority established by laws for the time being in force, before operation is commenced in the hotel/resort/wellness center proposed to be set up on the Demised Land, covered by these present,.
- 4.10. That the Lessee at its own cost shall erect buildings, on the Demised land in accordance with the lay out plan, elevation and design and in a position to be approved both by the municipal/local authority/competent Authority and Lessor, in writing and in a substantial and workman like manner, building and other structures, to be used as standards of hotel/resort/wellness center with all necessary out housed, sewers, drains and other appurtenances and proper conveniences thereto according to municipal/local authority's/component rules and bye-laws and will commence such construction within a period of 90 days from the date of these present, or from the date on which physical possession of the Demised Land is handed over to the Lessee, whichever occurs later. Further the Lessor may in its sole discretion, grant such extension, at the request of the Lessee and the Lessee shall complete, the same fit for use and commence the operation from the Unit, within the stipulated period.

- 4.11. The Lessee shall utilize such area, as in accordance with the applicable byelaws for the Industrial Area of the Demised Land by covering it by roof/permanent shed and other utilities required for the Unit as per approval of the competent authority and Lessor within the specified period as contained herein, to the entire satisfaction of the Lessor. In case, of failure by the Lessee, to adhere to the stipulation herein above, the Lessor shall issue a notice in writing, in this regard to the Lessee and in case the Lessee, fails to rectify such breach(es), within period of sixty (60) days from the date of receipt of such notice, the Lessor will have the right to revoke this Deed.
- 4.12. That the Lessee will not make or permit any major constructions or erections or permit to be erected any new building without prior permission of the Lessor and the municipal or other authority concerned, and in accordance with the terms of such permission and plan approved by the Lessor and the municipal/local authority requiring is so to do, correct such deviation as aforesaid in writing and if the lessee fail to correct such deviation within a period of sixty (60) days from the receipt of such notice, then is shall be lawful for the Lessor or municipal/local authority, to cause such deviation to be rectified at the expense of the Lessee, which expenses the Lessee hereby agrees to reimburse to the Lessor and/or municipal/local authority, the quantum thereof will be determined by the Lessor/Municipal/local authority as the case may be, The decision of the Lessor/municipal/local authority, as the case may be in this regard shall be final and binding on the Lessee. The restriction contained above, is without prejudice to the rights of the Lessee, to carry out repairs, erections for the purpose of safeguarding or strengthening the existing constructions/buildings or for carrying out modernization/improvement of the Unit.
- 4.13 That the Lessee will provide and maintain, at its own cost, in good condition a properly constructed approach road or path to the satisfaction of the Lessor/Municipal or other local authority, leading from the public road to the Demised Land.
- 4.14 That the members, directors, officers and subordinates or agents, surveyors, workmen and other authorized representative/employee of the Lessor shall have access to the Demised Land and shall have the implied right and authority to enter upon the Demised Land and the building to be erected thereon, to inspect and view the state and progress of the works and for all reasonable purposes at all reasonable times, after given advance notice in writing to the Lessee.
- 4.15 That the Lessee will not erect any buildings, constructions or structures except compound wall, gates and security post(s) at any portion of the Demised Land within, **AS PER GIDCR-2012 or BUILDING BYE-LAWS 2016 BY SIDA / SIIDCUL**

feet from the boundary on _____ sides thereof as marked in **Schedule A** hereto and shall not:

(i) Destroy any part of the building or other structures contiguous/adjacent to the Demised Land; or (ii) Keep the foundation, tunnels or other pits in the Demised Land open or exposed to weather causing any injury to continuous or adjacent buildings, or (iii) Dig any pits near the foundation of any building(s) thereby causing any injury or damage to such buildings; (iv) Will not erect or permit to be erected at any part of the Demised Land any stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

4.16 That is Lessee shall seek and obtain insurance cover for the entire plant and machinery to be installed in the Demised Plot and shall continue to renew/seek and obtain insurance cover for the plant and machinery in the Demised Plot for the Term of this Lease. Further, the Lease will submit to the Lessor, the copy of the insurance cover not and other documents/details in relation to such insurance cover, upon obtaining such insurance cover and upon every renewal, during the Term of this Lease.

5. RIGHTS AND OBLIGATIONS OF THE LESSOR:

5.1. The Lessor hereby agrees that the Lessee, subject to observing all the aforesaid conditions, shall peacefully HOLD and ENJOY the Demised Land during the Term of the Lease without any interruption by the Lessor, PROVIDED THAT, upon any breach or non-observance by the Lessee or by any person claiming through or under the Lessee, any of the aforesaid covenants or conditions stipulated in Clause 2.2, 2.3, 4.11, and 6.1 herein, the Lessor shall give written notice of Thirty (30) days to the Lessee, to remedy such breach or non-observance. In case, the Lessee does not remedy such breach(es) or observe such stipulation(s), indicated in the said notice, the Lessor shall be entitled to, notwithstanding the waiver of any previous case or right of re-entry, enter upon the Demised Land and re-possess it, as if this Lease had not been granted and thereupon this demise Land shall absolutely stand determined and the Lease stand terminated subject to the right of the Lessee to remove all buildings, fixtures, materials and properties, which have been erected, affixed or brought into the Demised Land, by the Lessee, at no cost to the Lessor, within thirty (30) days from the date of receipt of the communication from the Lessor, in respect of determination of the Lease. In case, the Lessor desired to retain any building warehouse etc., the same may be retained by the Lessor, subject to payment of compensation to the Lessee.

- 5.2. The Lessor does hereby covenant and agrees that before the expiry of the Term of the Lease envisaged in these present, the Lessee shall be entitled to remove all or any buildings, structures, plant and machinery and other material/properties which at any time during the Term of this Lease, may have been erected or brought into the Demised Land, by the Lessee, without any claim from compensation whatsoever, from the Lessor.
- 5.3. The Lessor may allow any public utility service(s), such as electric posts or cables, other than towers/pylons and high voltage cable/lines, water supply and sanitary/sewerage lines, or telegraph/telephone post(s) or cables to be taken through the Demised Land and the Lessee shall not be entitled to any compensation in respect of the same including compensation, if an, relating to the space occupied by such public utility services, PROVIDED THAT, before allowing such public utility service to utilize the Demised Land, the Lessor shall give written notice of sixty (60) day to the Lessee and also, the Lessor, while allowing such public utility service(s) to be taken through the Demised Land, will cause only the minimum possible hindrance to the Demised Land and/or structures or buildings standing thereon.
- 5.4. That the Lessor will not exercise its option of determining the lease nor hold the Lessee responsible to make good any damages to the Demised Land or any part thereof, if the same is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes, if the same has been caused due to fire, tempest, earthquake, flood, inundation or violence of any army or a mob or other irresistible force or any Force Majeure Event.

6. BORROWINGS FROM BANKS AND OTHER FINANCIAL INSTITUTIONS:

- 6.1. That the Lessee shall arrange the required operational funds towards land premium, rent, construction of buildings/structures, installation and erection of hotel/ resort/ wellness center and towards other financial needs, for operating the Project. The Lessee may with prior permission of Lessor take loans/ borrowings from Scheduled Banks and other Financial Institutions, on the security of the lease rights in the Demised Land and the Buildings, structures, plant, machinery and goods in trade etc. Grant of such permission by Lessor shall be subject terms and conditions of this Lease Deed and additionally as may be decided by Lessor at the time of grant of such permission. No mortgage permission shall be granted unless 50% of Lease Premium has been paid and Financial Institution/Bank who is extending the loan facility agrees to remit the balance land premium along with any outstanding interest and lease rent directly to SIIDCUL out of first disbursement to be made to lessee.

6.2. That in case the Lessee commits any default in repayment of the borrowings, the lender for the purpose of recovery of its dues, shall have all the power to initiate appropriate proceedings against the Lessee, including eviction proceedings against the Lessee and shall be entitled to seek and obtain transfer of lease rights to any other person or to occupy the Demised Land itself, subject to making payment of any outstanding dues and other charges, penalties payable by the Lessee and transfer fee/charges as determined, to the Lessor.

7. TRANSFER OF LEASE:

7.1. That the Lessee being an individual declares, undertakes and affirms that during the Term of this Deed, the Lessee shall not transfer, assign, create joint possession, or otherwise part with the physical possession of the Demised Land, which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, without the written consent of the Lessor and subject to payment of transfer fees as per policy/decision, from time in respect of the Area, wherein the Demised Land is located (**"Transfer Fee"**) by the Lessor. However, on the demise of the Lessee, the rights and interests of the Lessee in the Demised Land, shall be transferred in the name of his legal heir, subject to production of a Death Certificate issued by the concerned Corporation/ Municipality or local body, as the case may be, and a Succession Certificate/other valid documents, issued by the Court of Competent jurisdiction/other competent authorities. In such case, the rights and interests to the Demised Land, under this Lease Deed, shall be transferred in favour of such successor in interest by the Lessor, without payment of any Transfer Fee;

OR

That the Lessee being a Sole Proprietor firm/ registered/ unregistered Partnership Firm/ Society registered under the Societies Registration Act, 1860 or the relevant State enactment, declares, undertakes and affirms that during the Term of this Deed, the constitution of the Lessee shall not be altered or reconstituted, dissolved, or it shall not create possession of the Demised Land, which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, or create joint possession of the Demised Land, without the written consent of the Lessor and subject to payment of Transfer Fees, the Lessor;

OR

That the Lessee being a private/public limited Company, declares, undertakes and affirms that during the Term of this Deed, the Lessee-Company shall not create and third party interests and/or rights in any part or whole of the Demised Land and/or

assign any part or whole of the Demised Land, in favour of any party(ies), which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, without written consent of the Lessor and subject to payment of Transfer Fees to the Lessor;

However, the use/occupation/enjoyment of any part of whole of the Demised Land including the Unit to be set up therein, by any group Company, subsidiary, affiliate of associate Company, Agent, Distributor, Dealer or Contractor of the Lessee-Company or by operation of law, shall not be construed to be in contravention of the terms and conditions set out hereinabove, is in conformity with the use for which the Demised Land is demised, under these presents.

7.2. In case, the Lessee is desirous of assigning transferring or sub-leasing any part or the whole of the Demised Land, the Lessee shall intimate the Lessor in writing of such intention to assign, transfer or sub-lease, setting forth the name and description of the parties in whose favor such right or interest is proposed to be created or assigned. The grant of permission by the Lessor hereof, will be subject to payment of Transfer Fees/sub-letting fee and Subject to compliance of the applicable Zoning Plan.

8. RECOVERY OF DUES:

Notwithstanding any other legal remedy being available all the dues payable and recoverable in respect of this Deed including premium, rent, interest and other charges, shall be recoverable as arrears of Land revenue under the Uttar Pradesh Public Money's (Recovery of Dues Act), as made applicable to the State of Uttarakhand or the statute or regulations, as applicable, at the relevant time.

9. JURISDICTION AND ARBITRATION:

9.1. The Courts in Uttarakhand alone shall have jurisdiction in relation to any proceedings, in relation to the matters covered under this Deed.

9.2. All disputes and differences in relation to the applicability, interpretation, rights and obligations of the parties hereunder and/or arising under these presents, shall be referred to a Sole Arbitrator, to be nominated by the Managing Director of the Lessor. Within thirty (30) days from the date of receipt of a request for nomination of Sole Arbitrator, the Managing Director of the Lessor shall, nominate the Sole Arbitrator and issue communication in respect of the same to the parties. In case, the Sole Arbitrator is not nominated within the period stipulated hereinabove, the parties will be at liberty to invoke the provision of the Arbitration and Conciliation Act, 1996 and any

subsequent amendments thereto or enactment(s) in substitution thereof, for appointment of Arbitrator.

- 9.3. The arbitral proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto or enactments in substitution thereof.
- 9.4. The arbitral proceedings shall be conducted in Dehradun, in English language and the parties agree that, the arbitral award shall be binding and enforceable against the parties.

10. OTHER TERMS AND CONDITIONS:

- 10.1. The allottee shall provide 70% employment to permanent resident of Uttarakhand state in their proposed unit.
- 10.2. On expiry of the Term of the Lease, the Parties may extend the period of Lease, for further period(s), on mutually agreeable terms and conditions. In case, the Parties do not extend the Term of the Lease, the Lessee shall deliver the physical possession of the Demised Land, to the Lessor. Prior to handing over physical possession of the Demised Land, the Lessee shall have the right to remove materials and properties, brought into the Demised Land by the Lessee.
- 10.3. The Lessee shall be entitled to make arrangements with the State Electricity Board or any other authority/Company providing power in the area, in which the Demised Land is situated, to obtain power connection including power connection, on the terms and conditions as may be stipulated, by such State Electricity Board or any other authority/Company, in this regard.
- 10.4. All notice, consents and approvals which are to be given and notification of any decision by the Lessor shall be in writing and signed on behalf of the Lessor, by the authorized person and the same shall be considered as duly served if the same has been delivered to in person, posted by registered post/ speed post, even though returned unserved on account of refusal by the Lessee, addressed to the Lessee at the usual or last known place of business of office or at the Demised Land under these presents or at the address mentioned in these presents or if the same has been affixed to the office building upon the Demised Land.
- 10.5. The Managing Director of the Lessor shall exercise all powers excisable by the Lessor under this Deed. The Lessor may authorize any other Officer or Officers of the Lessor, to exercise all or any of the powers exercisable by him under this Deed.

Provided that the expression Managing Director shall include the Managing Director of the Lessor for the time being or any other Officer of the Lessor, who is entrusted by the Lessor with function similar to the Managing Director of the Lessor.

- 10.6. That the determination of this Deed shall in no way prejudice or affect the rights of the Lessor to recover from the Lessee, costs and expenses to rectify/restore, any damage which may have been caused to the Demised Land by the Lessee or any one acting on its behalf, during the Term of this Deed.
- 10.7. This Deed sets forth the entire agreement and understanding between the Parties as to the subject matter hereof. Except as otherwise provided expressly herein, no modification, amendment or supplement to this Deed shall be effective and binding, for any purpose unless the same is in writing and duly signed by the parties hereto.
- 10.8. The rights granted or obligations assumed hereunder, shall not be assigned or transferred by the Parties, without the prior written consent of the other Party.
- 10.9. No failure by either party to enforce any of the provisions of this Deed at any time or for any period of time shall be construed as a future waiver of such provisions or the right of the other party thereafter to enforce any of the provision of this Deed.
- 10.10 Any provision of this Deed, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or influence ability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision, in any other jurisdiction.
- 10.11. The obligation of the Parties hereto shall be deemed to have been suspended and there shall be no liability for damages so long as and to the extent that the performance of this Deed by either/both Party(ies) is/are prevented, hindered, delayed or otherwise rendered impracticable as a result of acts of God, War, riot, insurrection, labour disputes, embargoes or other governmental restrictions or for any other reason not within the reasonable control of the Party so affected, any such event, circumstance or condition being a "Force Majeure Event".
- 10.12. Section headings in this Deed are included herein for convenience of reference only and shall not affect in any way the meaning or interpretation of this Deed.
- 10.13. This Deed may be executed in counterparts, each of which when executed and delivered shall be an original and all of which when taken together shall constitute one and the same instrument.
- 10.14. Nothing in this Deed, expressed or implied, is intended to confer on any person other than the Parties hereto, their respective successors and permitted assigns any rights, remedies, obligations of liabilities under or by reason of this Deed.
- 10.15. The Tender document and the TOR, NIT, Schedule of premises, Letter of Award/Allotment letter, Possession or handing over/taking over Note shall also form part and parcel of this agreement and the Lessee and Lessor are bound by the same.

10.16. All expenses towards execution and registration of this Deed including stamp duty, registration charges etc. thereof shall be borne by the Lessee.

10.17. Scope of the Project

The selected Bidder/Lessee shall be responsible for development, operation, maintenance, management and transfer of the Hotel/Resort/Wellness Center at Madan Negi, SIIDCUL District Tehri in Uttarakhand.

10.18. Rights to the Lessee

- a) The Lessee shall develop, operate and maintain the Project for the purpose of and to the extent conferred by the provisions of the Lease Deed;
- b) The Lessee shall demand, collect the appropriate User Charges from the users for using the Project;
- c) The Lessee shall bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Lessee under the Lease Deed; and
- d) The Lessee shall not assign, transfer or sublet or create any lien or encumbrance on the Lease hereby granted or on the whole or any part of the project facilities nor transfer, lease or part possession thereof, save and except as expressly permitted by the Lease Deed.
- e) The Lessee would operate the Project throughout the Lease Period of 30 (thirty) years from the date of signing of the Lease Deed.

10.19. Responsibility of Lessee

- a) The Lessee shall submit to SIIDCUL/SIDA its detailed design, construction methodology, quality assurance procedures and engineering and construction time schedule for completion of the Project within 60 days of signing of the Lease Deed.
- b) The Lessee shall also be responsible for procuring ALL APPLICABLE PERMITS as required for the project from the various Central/State level agencies and duly submit the copy of the Permits to SIIDCUL within a period of 180 days from the date of signing of the Lease Deed.
- c) Lessee shall discharge its obligations in accordance with Good Industry Practice in a reasonable and prudent manner.
- d) The Lessee shall develop the Project on the principle of minimal discharge of effluents into the air and water streams / water bodies and ensure the management and disposal of the waste generated by the Project as per prescribed norms.
- e) The Lessee shall maintain the Project and the Project Facilities in excellent working condition for the entire Lease Period and bear all cost / expenses for doing the same.

- f) The Lessee shall be responsible for procuring all necessary equipment(s) for the Project as well as for other activities proposed at the Project Site.
- g) The Lessee shall be responsible for providing adequate security to the visitors using the Project Facilities and for ensuring that there is no damage or loss to Project Assets or Project Facilities.
- h) The Lessee shall be responsible for provision and maintenance of emergency services including ensuring security and safety of the Project.
- i) The Lessee shall be responsible for ensuring that the employees engaged by it, in fulfillment of its obligations under these Contract Conditions, are at all times properly trained for their functions and that all statutory requirements relating to the employees in the Project are met.
- j) The Lessee shall be permitted to put up its sign board on the main entrance of the Project Facility in addition to the name and logo of the Lessee.
- k) The Lessee would be permitted to sub-contract / franchise activities related to the Project. In the event of such sub-contracting or franchise agreement with any other agency, a copy of the agreement must be submitted to SIIDCUL, for its records within 30 (thirty) days of signing of such agreement. However, at all times, the Lessee would be responsible for discharging its obligations under these conditions and Lease Deed signed with Lessor, without any reference to any other party operating the premises.
- l) The Lessee shall pay all taxes, charges, surcharges, levies and duties which may be levied by any competent authority with regard to execution of the Lease Deed and all other Project Agreements.
- m) The Lessee shall ensure that the personnel engaged by it in the performance of its obligations under these Contract Conditions are at all times properly trained for their respective functions; and
- n) The Lessee shall transfer the demised land to Lessor upon termination of the Lease Deed free from any encumbrances.
- o) While handing over the possession of the land the lessor shall compute the trees available on the land.
- p) The lessee shall not fell any tree available on the land. However, in case such trees cause a material adverse effect on the construction, operation or maintenance of the Project the lessee will not fell any tree without obtaining the permissions from the competent Authority as per prevailing laws.
- q) The lessee shall plant sufficient number of trees and plants on the land to keep the site clean and green. The lessee shall protect natural water bodies situated / passing through the allotted land.

10.20. Hygiene Standards

- a) The Lessee shall be responsible for meeting the following hygiene and quality standards
- b) The storage, handling of water, raw materials and cooking etc. will have to be in extreme hygienic conditions;
- c) The provisions of the Prevention of Food Adulteration Act, 1954, and any law relating to hygiene and quality shall be binding;
- d) SIDA/SIIDCUL/competent authorities reserves the right to get the food samples/raw materials tested at authorized / certified laboratories at the cost of the Lessee;
- e) The Lessee shall be duly bound to reveal the source of procurement of raw material for any food-item if asked by the Authority.
- f) The Lessee shall maintain the Project Site, Project Assets and surrounding areas in proper cleanliness and hygienic conditions at its own cost and shall also be bound to follow such directions of the Authority issued from time to time in this respect; and
- g) The Lessee shall ensure clearance of all the rubbish and waste generated by the Project and ensure safe, quick and scientific disposal of all such material and will also coordinate with concerned civic agencies for disposal of garbage even outside the Project Site.

IN WITNESS HERE OF the parties hereto have set their hands entered into this deed the day and in the year first above written.

<p>1. Witness:</p>	<p>For and on behalf of State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.</p>
<p>2. Witness:</p>	
<p>1. Witness:</p>	<p>For and on behalf of Lessee M/s.....</p>
<p>2. Witness:</p>	

SCHEDULE A

(Description of Demised Land as per Recital C)

All that piece of Land known as Plot No._____, Sector _____ in the Integrated Industrial Estate, _____ bearing Khasra No _____ within the village Limits of _____, Tehsil _____, and within/outside the limits of Municipal Council of Tehri, District Tehri, State of Uttarakhand, containing by admeasurement _____ square meters of thereabouts, and bounded by red color boundary lines on the plan annexed hereto, that is to say:

One or towards the North -----

One or towards the South by -----

One or towards the East by -----

One or towards the West by -----

Signature : _____

Name :

Designation : REGIONAL MANAGER

(State Infrastructure & Industrial Development Corporation of Uttarakhand Limited)

Lessor

Signature : _____

Name : _____

+

Designation : _____

[_____] Lessee
