



**BID DOCUMENT
FOR ALLOTMENT OF COMMERCIAL LAND
PLOT- C1, SEC – 2
IN IIE HARIDWAR
UTTARAKHAND.**

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

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SCHEDULE OF BIDDING PROCESS

- | | | |
|---------------------------------------|---|---|
| 1. Date of NIT Publication | - | 03.12.2021 |
| 2. Date of Download bid document | - | 04.12.2021 – 20.12.2021 |
| 3. Date of Pre-bid meeting | - | 10.12.2021 at 15:00 hrs |
| 4. Date of submission of bid document | - | 20.12.2021 up to 14:00 hrs. |
| 5. Date of opening of Technical Bid | - | 20.12.2021 at 16:00 hrs. |
| 6. Date of Opening of Financial Bid | - | will be intimated later on only 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 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.
- 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) this declaration page of the tender document and submitting the same with the technical bid document as acceptance of bid conditions.
- 6- I/We have checked the tender document properly before submitting the same online.
- 7- I/We have read carefully & understood the important instructions to the tenderers who have downloaded the tenders from the website along with queries 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 the tender document from the original, the tender 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(if any).
- 11- If this declaration is not signed by the tenderer(s) and submitted with the technical bid, the tender shall be treated as non-responsive & shall not be opened.
- 12- I have visited the proposed site and have no objection/ query regarding size, shape and area.

Dated

(TENDERER)
(SIGN WITH SEAL)

**TERMS & CONDITIONS FOR ALLOTMENT OF COMMERCIAL LAND
IN IIE HARIDWAR**

SIIDCUL invites E-Tender from willing tenderers under two-bid system i.e. Technical and Financial Bids for “Allotment of commercial plot, as detailed in the table below, on long term lease of 90 years, on ‘as is where is’ basis, against payment of premium as quoted”. The location of the plot is at well-established SIIDCUL IIE Haridwar. The purpose of allotment of land is for development of Commercial Building, Fuel Station, Retail Shops, Commercial Mall and similar activities. Terms & Conditions for allotment are as under:-

A. DETAILS OF PLOTS:-

Sl. No.	Plot Description	Area of Plot (in sqm)	Reserve Price (Rs. Per Sqm)
1	Commercial (Plot C-1/Sec 2)	7360 approx.	Rs 13,000.00

*Area of the plot is tentative and can be increased or decreased by (+)/(-) 5% at the time of handing over of possession.

B. NORMS & PURPOSE OF DEVELOPMENT:-

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

Building Bye laws	To be followed as per GIDCR 2016
Maximum permissible Ground Coverage	As prescribed in GIDCR 2016
Maximum permissible FAR	As defined in GIDCR 2016
Maximum height	As per norms of GIDCR 2016
<u>Purpose of Allotment of Land</u>	<p>A. Retail Mall, Showrooms, Shops etc.</p> <p>B. Trade Fuel Station, Business/Professional offices Office Space/Banks/ATMs</p> <p>C. Leisure Hotel, Multiplex, Indoor Sports, Recreation Zone etc.</p> <p>D. Urban Plaza Amphitheatre, Food court/Restaurants Parks, Open Public Spaces</p>
Completion period	3 years from physical possession

C. ELIGIBILITY

i. TECHNICAL ELIGIBILITY CRITERIA:

1. Any proprietor or partnership firm, LLP/OPC/Private or public limited company can submit tender. The participating firms and companies should be registered in India.
2. The bidder must be a Citizen of India and he/she should be competent to enter into a 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 shareholders with number of allotted shares and percentage of shareholding duly certified by the Statutory Auditors/ Chartered Accountant.
In case the number of shareholder is more than 50, list should give details as regard to top 50 shareholdings only.
 - iii. Copy of its Memorandum and articles of Association.
 - iv. No change in name of the auctioneer except within blood relationship in case of a proprietorship or partnership firm will be allowed under any circumstances.

ii. FINANCIAL ELIGIBILITY CRITERIA:

PARAMETERS	
(i) Minimum Solvency as per Certificate not more than 6 months old, from a Nationalised / Scheduled Bank/ Chartered Accountant.	Rs. 20.00 crores
(ii) Average Annual Turnover for the last 3 accounting years duly audited by the tenderer's statutory auditors/Chartered Accountant ie. 2018-19, 2019-20 & 2020-21, as per appendix-10 of this brochure and copy of 3 years Income Tax return. Audited balance sheet should be attached.	Rs. 10.00 crores
(iii) Tender Document & Processing fee which is non-refundable	Rs. 25,000.00 + GST @ 18% as applicable (non-refundable)
(iv) EMD	10% of reserve price value. Amounting Rs 91,00,000/-

NOTE:-

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

D. HOW TO APPLY

1. The intending bidder may apply for allotment of plot on prescribed Application Form as per Form - 1 to 4 of Appendix-II along with the desired undertakings and Chartered Accountant's Certificate as indicated in the respective Forms, scanned copies of the demand drafts/UTR slips in case of RTGS/NEFT deposited in the account of SIIDCUL towards Tender processing fees & EMD. The scanned PDF file of these documents shall be uploaded on the e-tendering portal www.uktenders.gov.in on or before the proposal closing date and time only. The original hard copy in case of DD only towards Tender Processing Fee & EMD may be submitted in a sealed envelope marked as “Tender – for allotment of commercial plot at IIE Haridwar” at SIIDCUL head office on or before closing date and time of BID. The technical bid e-envelope shall not include any information relating to the Financial Proposal.
2. The BID shall be made available during the period from 04.12.2021 to 20.12.2021 on our website www.siidcul.com and www.uktenders.gov.in . However, document fee of Rs. 25,000/- + 18% GST as applicable in the form of DD or RTGS/NEFT in favor of ‘MD, SIIDCUL, Dehradun’ payable at Dehradun for downloaded tender document shall be deposited with Technical Envelope during bidding process.
The Earnest Money and Processing fee should be in the form of Bank Draft/Pay Order/RTGS/NEFT in favor of MD, SIIDCUL payable at Dehradun or by NEFT/RTGS to SIIDCUL a/c no – IOB-042902000002450 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.
3. The copy of demand draft or UTR Slip in case of RTGS for processing fee & Earnest money should essentially be attached with technical qualification bid documents.
4. The following documents are required to be submitted with the “Technical Qualification Bid” documents placed in E-Envelope No. 1 for Technical BID 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.
 - 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. 2018-19, 2019-20 & 2020-21.
 - 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.
 - x. Solvency Certificate not more than 6 months old from a Chartered Accountant.
 - xi. Certificate by the authorized person that the bidder has no pending litigation with any development authority at any forum.
 - xii. Duly Signed and sealed Declaration page by Tenderer, Tender document processing fee and EMD detail.

- xiii. Please note that no financial BID shall be submitted in Technical BID envelope. The Financial BID shall only be submitted in prescribed BOQ format.

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

E. ACCEPTANCE OF TENDERER

1. Tenders shall only be received through online portal on or before due date 20.12-2021 up to 14:00 hrs.. Technical Qualification Bids will be opened in the presence of willing bidders or their authorized representatives at 16:00 Hrs. on the same day at SIIDCUL Head Office, Dehradun. The presence of all the tenderers is solicited.
2. The “Technical Qualification Bids” shall be examined by the Authorized Committee on scheduled date and time, who shall declare the list of the technically qualified bidders. The decision of 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 online. The bids of technically unqualified bidders shall be rejected online and they will not be informed regarding the opening of financial bids.
4. The Financial bids will not be entertained if it is less than the reserve price of SIIDCUL.
5. 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.
6. Incompletely filled tender documents will be summarily rejected.
7. The tenderer cannot withdraw the Offer/Tender once made.
8. 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.

F. PAYMENT

1. All payments should be made through a demand draft/pay order RTGS/NEFT drawn in favor of “MD, SIIDCUL, Dehradun” and payable at Dehradun.
2. Within 15 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 money shall be 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 sqm 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 50% of the total bided premium of the plot as land premium within thirty days from the date of issuance of such Allotment Letter by adjusting the EMD amount. The remaining 50% of the premium shall have to be paid by allottee in two years’ time period in four equal half yearly installments along with interest calculated @ 12% per annum on balance land premium. If the allottee fails to clear the land premium in specified time period then the allotment shall be liable to be cancelled.

OR

The allottee may pay 25% of the total bided premium of the plot as land premium within 30 days and rest 75% within 90 days from the date of issuance of Allotment Letter in which case the allottee will not be required to pay any interest.

5. 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. 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 for execution of Lease deed & possession within 60 days from the issue of formal Allotment Letter.
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 document.
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 bid document.
12. Operation and Maintenance Charge shall be paid in accordance with Clause M of this bid document.

G. EXTENSION OF TIME

1. Extension for depositing the initial Land Premium amount / Allotment Money shall not be allowed. In case of delay allotment may be cancelled, along with the forfeiture of the EMD and full Performance Security.
2. Extension of time, normally, shall not be allowed for more than 60 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.

H. AREA

The area of the plot allotted may slightly vary at the time of handing over of the possession to +/- 5% 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.

I. 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. Once the allotment has been accepted no grievance as regard to status of the plot or any amenities provided shall be entertained.

J. PURPOSES OF ALLOTMENT

The land can only be utilized for commercial purpose as mentioned in clause “B”.

K. REFUND OF EMD TO UNSUCCESSFUL APPLICANTS & SURRENDER OF ALLOTMENT

- i. 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.

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

- ii. In case of surrender before the issue of the acceptance letter, 100% of the Earnest money shall be forfeited.
- iii. 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.
- iv. 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.
- v. Surrender after execution of lease deed shall not be allowed.
- vi. 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.
- vii. In case of delay in payment beyond the time period given or else delay in project completion, the allotment of plot is liable to be cancelled.

L. Lease Rent and O&M Charges

In addition to the premium of the plot, the Lessee shall have to pay Rs 5,00,000/- one time lease rent and Rs 5,00,000/- as one time Operation and Maintenance Charge. On payment of one time lease rent, no further annual lease rent would be required to be paid for the balance lease period.

M. POSSESSION

1. The SIIDCUL has earmarked approximate area of land as shown against plot at Clause A of this Brochure. This land has already been acquired and is in possession of the SIIDCUL. The allotment as well as possession of this land will be done to the successful bidder.

2. Possession of allotted land will be handed over to the Lessee after execution of lease deed deed for the same.
3. Execution of lease deed can be done only after a minimum payment of 25% of the total premium of the relevant area of the plot and payment of one time lease rent and O & M Charges in advance for the same has been done.
4. The Lessee will be authorized to develop and market the Commercial Units and plots 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 SIDA. A copy of the same shall also be provided to SIIDCUL.
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 SIDA.
7. The Lessee shall have to execute sub-lease(s) in favour of the individual allottees for the developed Commercial Units/plots in the form and format as approved by the SIIDCUL.
8. The Lessee as well as the allottee shall have to follow the rules and regulations as prescribed in respect to such property by SIIDCUL and Government and shall have to pay the charges as per the rules of the SIIDCUL and Government of Uttarakhand, as applicable.
9. Every sale or lease/sub-lease 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 Commercial Units within 6 months from the date of obtaining the occupancy certificate.

11. EXECUTION OF SUB LEASE DEED

The tripartite sub lease deed for the units developed such as shop/individual facility/service units or any other shall be executed by SIIDCUL on the specific recommendation of the Lessee, provided all formalities are complete.

The physical possession of the commercial units 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 commercial unit.

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

N. INDEMNITY FOR COMMENCEMENT & SAFETY MEASURE

The lessee shall have to utilize the land/ structure property for any or any combination of purposes conforming to the list of permissible purposes mentioned in the document above. The lessee shall have to commence utilizing the allotted plot of land within a period of 36 months from the date of commencement of lease (i.e. date of allotment of land) for any of the permissible purposes offered by the bidder in the instant tender.

The Lessee shall have also to 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 and service to the constructed Commercial Units/building/internal infrastructure.

O. 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 60 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 Sqm. per day. The Lessee shall be solely responsible to communicate to the allottees of the Commercial Units/plots the conditions applicable to them before making any allotment.

P. 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 12 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 Commercial Hub/plot development on allotted plot as per approved layout plan and get the completion/occupancy certificate issued from SIIDCUL/SIDA in maximum 3 phases within a period of 5 years from the date of execution of the lease deed(s). The lessee shall be required to complete the construction of minimum 25% ground coverage of the allotted plot as per approved layout plan and get temporary occupancy/completion certificate of the first phase accordingly issued from the 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 as per the provisions of the Master Plan and Building Bye-Laws of the SIDA.
3. Peripheral/external development works as may be required to be carried out such as the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. will be provided by the Lessor/SIIDCUL/agencies authorized by it. 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 two year only with penalty at 5% of total premium of the plot. Extension for more than one year at a time 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. The lessee may implement the project in maximum of three phases and the occupancy certificate/completion certificate shall be issued by the SIIDCUL/SIDA phase wise accordingly, enabling them to do phase-wise marketing.

Q. 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 said plot.
- c. Clearance of upto date dues of the SIIDCUL.

Provided that in the event of sale or of closure of the mortgaged/charged property, 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.

R. TRANSFER OF COMMERCIAL SPACES

The transfer of allotted commercial plot, as a whole will not be allowed under any circumstances. No sub-letting of the entire or part of the project to another developer will be allowed. However, individual shop/unit will be transferable with prior approval of SIIDCUL as per the following conditions:

1. Transfer of shop/unit will be allowed only after obtaining completion certificate by the Developer.
2. First sale/transfer of a shop/unit to an allottee shall be through a tripartite Sub Lease Deed to be executed on the request of the Developer in writing.
3. No transfer charges will be payable in case of first sale (Original Booking). However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by SIIDCUL.
4. First sale of a commercial space 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.

5. Transfer of complete developed project allowed only after getting the completion certificate from SIDA as per the prevailing transfer policy of SIIDCUL.

S. MISUSE, ADDITIONS, ALTERATIONS ETC.

The Developer/Allottee shall not use the land for any purpose other than commercial. The lessee/allottee shall not be entitled to divide the plot without the prior written permission of the Lessor/Managing Director or any officer of SIIDCUL, authorized by him.

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.

If the Developer/Allottee/Lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Developer/Allottee/Lessee who hereby agrees to reimburse by paying to the lessor (whose decision shall be final) such amounts as may be fixed in that matter.

T. 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.

U. 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 or 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 Commercial Units 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.

V. 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 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.

c. Substantially operational.

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 SIDA norms made therein.

3. 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.
4. 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.

W. TERMINATION OF LEASE DEED

In addition to the other specific clauses related to cancellation/termination, 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, mis-statement 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 mis-statement 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 allotment amount or any other financial 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 paras 1, 2 & 3 above. 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 developer thereon, SIIDCUL may re-allot the plot and the an amount equivalent to entire processing fees, EMD and 30% of the total premium of the plot shall be forfeited and allottee/developer shall have no right to claim compensation thereof. The balance, if any, shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with SIIDCUL No separate notice shall be given in this regard.
- B. If at the time of cancellation, the plot is occupied by the developer thereon, the an amount equivalent to entire processing fees, EMD and 30% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by SIIDCUL with structure thereon, if any, and the Developer will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest.

The forfeited amount shall not exceed the deposited amount with SIIDCUL. No separate notice shall be given in this regard.

- C. If the allotment is cancelled on the ground mentioned in clauses (1) and (2) above. The entire amount deposited by the developer, till the date of cancellation shall be forfeited by SIIDCUL.

In all such cases of cancellation of allotment/termination of MOU which comes under clause as mentioned above, SIIDCUL may get completed the balance work from other Developer/departmentally/through piece rate work etc. and SIIDCUL shall be entitled in such eventuality to:-

- a) Encash the Bank Guarantee.
- b) Sell the unsold commercial spaces/properties.
- c) Recover the balance amount payable under the agreement from the developer as arrears of land revenue.
- d) Levy 10% penalty and/or demurrage.

In all cases of cancellation a proper notice to the Developer will be sent by registered post informing him of the proposed action and giving him 30 days' time to undertake rectification measures and/or to explain why the allotment should not be cancelled. SIIDCUL will be entitled to cancel the allotment:-

- a) After the lapse of the said period.
- b) The rectifications and/or corrective measures have not been carried out by the developer.
- c) SIIDCUL is not satisfied by the explanation furnished by the developer.

If the Developer is found to have obtained the allotment by misrepresentation and misstatement or fraud the allotment shall be cancelled and total deposits will be forfeited. The Developer in such case will not be entitled to claim any compensation in respect thereof.

X. OTHER CLAUSES

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.
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.
3. If the developer commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for SIIDCUL to ask the developer to remove the nuisance within a reasonable period failing which SIIDCUL shall itself get the nuisance removed at the developer's cost and charge damages from the developer during the period of submission of nuisance.
4. Any dispute between SIIDCUL/Lessor 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.

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.
6. SIIDCUL will monitor the implementation of the project. Those applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail of the allotment.
7. The allottees of the Developer shall be liable to pay all taxes/charges liable from time to time to SIIDCUL or any other authority duly empowered by them to levy the tax/charges.
8. The plot shall be used for commercial purpose only. In case of default, a penalty extended upto Rs. 500/- per day may be imposed upon the defaulter. However, the minimum penalty would be Rs. 50/- per day. Use of the premises for purpose other than commercial use in commercial plots meant for commercial facilities would render the allotment/lease liable for cancellation and the Allottee/Lessee will not be paid any compensation thereof.
9. All arrears due to the Lessor are recoverable as arrears of land revenue.
10. The Developer shall not be allowed to assign or change his role, otherwise the lease shall be forfeited.
11. For all the calculation purpose 1 acre = 4047 sq.mtr.
12. M.D. SIIDCUL reserves the right to make any amendments in the bid document/rejects any / all offers without assigning any reasons. The decision of MD, SIIDCUL will be termed as final.

13. For Further Clarification of Bidding Documents

- a. Clarification of the bidding documents, if any may notify at the following address in writing or by email (herein after “includes telex and facsimile) till date of Pre-Bid Meeting.

***Managing Director, SIIDCUL
29, IIE (IT Park), Sahastradhara Road,
Dehradun. Ph : 0135-2708100
Email: md@siidcul.com , gm@siidcul.com***

- b. SIIDCUL shall endeavour to respond to the queries within the period specified therein but not later than three days prior to the submission Due Date. SIIDCUL will post the reply, if any, to all such queries on the Official Website www.siidcul.com .

**APPLICATION FORM FOR PRICE – BID
FOR ALLOTMENT OF COMMERCIAL PLOT AT IIE HARIDWAR**

Item Wise BOO (Note : Only to be submitted in Financial BOO format online)

NIT No.

Date:.....

Tender Inviting Authority: State Infrastructure and Industrial Development Corporation of Uttarakhand Limited, Dehradun.

Name of Work: Allotment of Commercial Plot at IIE Haridwar.

BID Reference No:

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded or submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)						
(I)						
Sl. No.	Particulars of Commercial Plot	Area	Units	Rate of Land Premium on and above the base price (Rs 13000/-) per sqm in figures to be entered by the Bidder in the BOQ Only.	Total Amount in figures	Total Amount in words
A	B	C	D	E	F = (C * E)	G
1	IIE Haridwar Plot C1/Sec 2.	7360	Sqm			
(II)						
Annual Lease Rent				As specified in the BID + GST as applicable		
Annual O & M Charges				As specified in the BID + GST as applicable		

**Technical Bid
COVERING LETTER FOR SUBMITTING BID**

[On the Letter Head of the Bidder (in case of Single Bidder)]

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

Ref:

Sir/Mam,
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) and Financial Bid in one original plus one copy, 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 4 (four) months from _____(Bid Due Date).

We confirm that we are interested in being allotted the plot in IIE Haridwar are as such eligible for the plot and have submitted in the EMD in the Financial Bid on the basis of higher of the quoted rate for the location.

Or

We confirm that we are interested in being allotted the plot and are as such eligible for the plot and have submitted in the EMD in the Financial Bid and other eligibility documents on the basis of the location.

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)

Detail of the Bidder

Sl. No.	Particulars	Details
1.	Name of the Applicant/Bidder	
2.	Type of the Applicant/Bidder (Proprietor/Partnership firm/LLP/Company)	
	Copy of required documents as per type of applicant should be attached	
	PAN No (Copy should be attached)	
	GST No (Copy should be attached)	
3.	Registered Office Address/Office Address	
4.	Correspondence Address	
5.	Telephone No	
6.	Email ID	
7.	Mobile No	
8.	Branch Details (if applicable) (a) Address: (b) E-mail ID:	
9.	Contact details of Key Personnel: Name, Designation, E-Mail & Contact No.	
10.	No. of years in the business of Similar kind of business	
11.	Whether from Public sector or Private Sector	
12.	Whether in default to any financial institutions and/or barred /blacklisted/declared insolvent by any Act/Law/Statutory Authority of Central/any State Government Department in India as on the date of submission of the Bid. (If yes provide details)	
13.	Total net worth of the firm as on -	
	Signature/name/designation of Bidder (Authorized representative) 	
	Date	

MANDATE FORM FOR ECS PAYMENT / REFUND OF EMD

From (Firm's name with full address)

To

**The Managing Director,
SIIDCUL, IT-29, IT Park,
Sahastradhara Road,
Dehradun-248001.**

Sub: Payment through NEFT/RTGS/ECS system.

Ref: Advt. No. _____.

Kindly arrange the payment against refund of our EMD through NEFT/RTGS/ECS system. The details of our banker are as under:

- (i) Tender Advt. No. for which payment is due : _____
- (ii) Bank's name : _____
- (iii) Bank's address and telephone number : _____
- (iv) 9 digit MICR code No. of the bank branch : _____
- (v) IFSC Code No : _____
- (vi) Type of account (Savings / Current) : _____
- (vii) Account No. along with proof
(photocopy of blank cheque) : _____
- (viii) Permanent Account Number : _____

(Authorised Signatory)

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 “Allotment of Commercial Plot at IIE Haridwar”, 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 . 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 PROJECT UNDERTAKING

Date:

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

Re: “Allotment of Commercial Plot at IIE Haridwar”

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 _____, 202_.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

FORMAT FOR BID SECURITY IN LIEU OF EMD

(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 IIE (IT Park), Sahastradhara Road, Dehradun which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS

A. M/s. _____ Ltd., 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 Commercial Hub at IIE Haridwar (hereinafter referred to as "the Project").

B. In terms of Clause EMD 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.

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.*

Format for Certification by Statutory Auditor

This is to certify that,

a. M/s _____ (*Name of the Bidder*) is / has successfully executing/executed the _____ (*Title of the Project*) for _____ (*name of Client*).

Signature of Statutory Auditor.

FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER

Format for Financial Capability of Single Entity Bidder

Net Worth : Rs _____ crores.

Average Annual Turnover of 3 years : Rs _____ crores.

Note :

1. The above stated Financial Capability shall be duly certified by a Statutory Auditor in the format provided as per Bid Response Sheet 7. The audited balance sheet certifying the above should also be submitted along with this appendix.

Format for Financial Capability

Net Worth : Rs _____crores.

Average Annual Turnover of last 3 financial years : Rs _____crores.

Note :

The above stated Financial Capability shall be duly certified by a Statutory Auditor in the format provided as Bid Response Sheet 7. The audited balance sheet certifying the above should also be submitted along with this appendix.

Format for Certification by Statutory Auditor

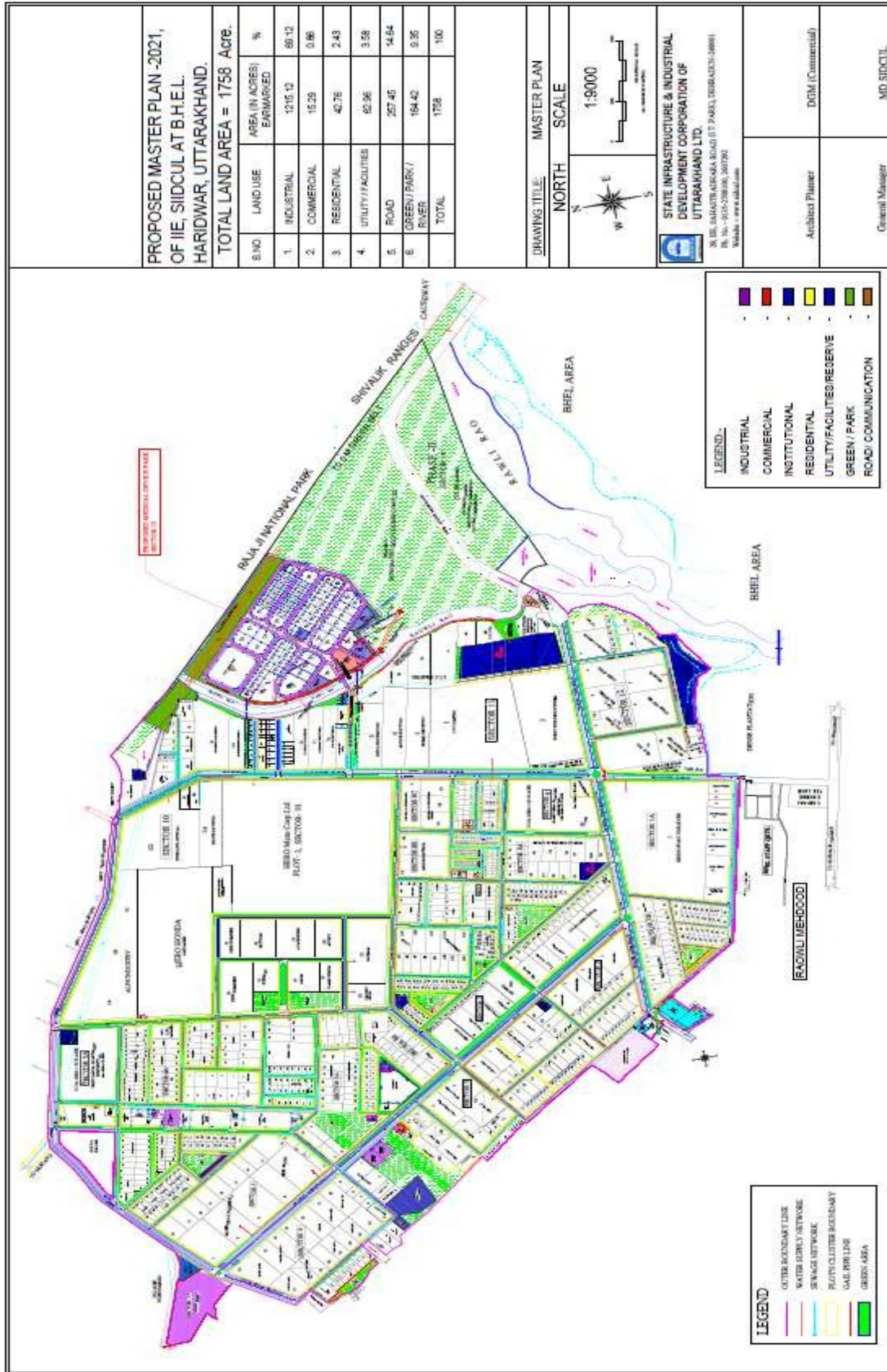
This is to certify that M/s _____ (Name of the Bidder) has Net Worth of _____ and Average annual turnover _____ (calculated in accordance with the Bid Document).

Signature of Statutory Auditor

GUIDELINES FOR PROVIDING INFORMATION RELATED TO FINANCIAL CAPABILITY

1. *The Bidder should provide the Financial Capability based on its own financial statements .*
2. *Any Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the other rows mentioned below.*
3. *Instructions for calculation of Financial Capability:*
 - (a) *In case of a Company, Net-worth = Paid up Share Capital+ Reserves and Surpluses (Excluding Revaluation Reserves) - Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off.*
 - (b) *Any other asset/liability appearing in the Balance sheet and contingent liabilities affecting the Networth shall be computed by SIIDCUL.*
 - (c) *In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm.*
 - (d) *Individual Net Worth statement certified by a Chartered Accountant along with certified statement of Net Worth submitted to Income Tax Authority shall be required at the time of application for the purpose of calculating the net-worth of investors for the project company to demonstrate their financial capabilities.*
 - (e) *The financial year would be the same as followed by the Bidder for its annual report. Year1 will be the last Financial Year (2018 -19). Year 2 shall be the year immediately preceding Year 1.*
 - (f) *The Bidder shall provide audited Annual Reports as required under this Bid Document.*

Master Plan of Industrial Estate Haridwar



Layout Plan of Commercial Plot

