

**Notice Inviting Tenders for Allotment of Plots In Naya Raipur For**

**(1) HOTEL in Sector - 33 & (2) RESIDENTIAL DEVELOPMENT in Sector - 30**

Notice no 3512/260/9-CEP/NRDA/2011

Raipur dt 25/6/2011

**AMENDMENTS**

With reference to the NIT no 2990/273/9-CEP/NRDA/ 2010 Raipur dt 25/5/2011 the following amendment are made to the tender document for "Allotment of Parcels of Land in Sector - 30, Naya Raipur For Grant of Development Rights for Residential Development" -

1. The last date of submission of the tender is extended from 28.6.2011 to **8.7.2011 upto 3.00 pm.**
2. In the sub para (d) of para 2 the words in "document fee" are substituted by the words "**processing fee**".
3. **The word "NRDA" is deleted from the clause "ii" of sub para (c) of para 3.**
4. In the sub para (b) of para 3 the following is added, namely -  

**"However, if any individual as a partner in a partnership firm or a member of a consortium having at least 50% paid up equity may submit the tender if the said partnership firm or the consortium had completed any project after obtaining colonizer registration provided that the individual or the member of the consortium fulfils other eligibility criteria".**
5. The following is added in the sub para (a) of para 7, namely -  

**"The format for the bank guaranty is set out at Annexure - I"**

**Chief Executive Officer**

**Format of Bank Guarantee for Earnest Money Deposit (EMD)**

B.G. No.

Dated:

- 1 In consideration of you, Chief Executive Officer, Naya Raipur Development Authority, having its office at NRDA Building, In Front of Mahanadi Dwar of Mantralaya, Raipur – 492 001, Chhattisgarh, (hereinafter referred to as the “NRDA”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of \_\_\_\_\_ and having its office at \_\_\_\_\_ and acting on behalf of the Tendered (hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for development of \_\_\_\_\_ [*name of project*] in Naya Raipur (hereinafter referred to as “the Project”) pursuant to the NIT Document dated \*\*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as “Tender Documents”), we [*Name of the Bank*] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the “Bank”), at the request of the Tenderer, do hereby in terms of the Tenderer Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the NIT Document by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to NRDA an amount of Rs \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ only) as Earnest Money Deposit (hereinafter referred to as the “Earnest Money Deposit”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Tender Documents.
- 2 Any such written demand made by NRDA stating that the Tenderer is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of NRDA is disputed by the Tenderer or not merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Tenderer to fulfill and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and

payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ only).

- 4 This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two hundred and forty) days from the Tender Due Date or for such extended period as may be mutually agreed between NRDA and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that NRDA shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of NRDA that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRDA and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Bank as the principal debtor. NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to NRDA, and the Bank shall not be released from its liability under these presents by any exercise by NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Tenderer or by any change in the constitution of NRDA or its absorption, merger or amalgamation with any other body or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if

addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
- 10 It shall not be necessary for NRDA to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NRDA may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRDA in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 13 The Bank Guarantee number \_\_\_\_\_, dated \_\_\_\_\_ shall be operative at Raipur and if invoked, be encashable at \_\_\_\_\_(name of bank and its branch in Raipur and branch code\_\_\_\_\_).

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the Authorised Signatory)

(Official Seal)