RAIPUR DEVELOPMENT AUTHORITY
Bhakt Mata Karma Complex, New Rajendra Nagar, Raipur C.G.

NIT No. 17 and 18

NOTICE INVITING TENDER

Raipur Development Authority invites tenders for **"Sale of Commercial Property (Leasehold) at City Centre Mall, Raipur, Chhattisgarh"**.

S. No.	Floor	Area	Reserve Price	Lease Period	Tender Cost	EMD
1	2nd Floor	~ 10,839 sq.ft.	INR 13,85,22,420	30 years	INR 10,000 + GST	INR 13,85,224
2	3rd Floor	~ 21,434 sq.ft.	INR 26,32,09,520	30 years	INR 10,000 + GST	INR 26,32,095

- Bid start date: 23.07.2026
- Pre-bid meeting: 15:00, 06.08.2026, Raipur Development Authority, Bhakt Mata Karma Complex, New Rajendra Nagar, Raipur
- Due date for online submission of Bids (Technical and Financial): up to 17:30 on 22.09.2026
- Due date for submission of Hard Copy of required documents: up to 17:30 on 23.09.2026
- Opening of Technical Proposal: From 16:00 on 24.09.2026
- For more information bidders may contact on following numbers: 9907840881, 9960445313
- Bid documents and related terms may be downloaded from https://eproc.cgstate.gov.in and https://rdaraipur.cgstate.gov.in. Any amendment/corrigendum shall be uploaded only on the e-Procurement website and will not be published in newspapers.

CEO, RDA, Raipur

RAIPUR DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL
for
SALE OF COMMERCIAL PROPERTY (LEASEHOLD) ON 2ND FLOOR AT CITY CENTRE MALL, RAIPUR, CHHATTISGARH

Volume I: Request for Proposal

NIT No. 17 dated 21.07.2026

System Tender No.: 195988

Disclaimer

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Lessee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

NOTICE INVITING TENDER (NIT)

NIT No: 17 **Date: 21.07.2026**

Request for Proposal for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh

1. Chief Executive Officer, RDA invites tenders from interested Bidders for **Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh**.
2. The bid documents shall be published online on the e-Government Procurement System (e-GPS) portal https://eproc.cgstate.gov.in on the date and time as mentioned in the tender time schedule (Key Dates)
3. All interested bidders must be registered on the e-GPS portal https://eproc.cgstate.gov.in.
4. The bid validity period shall be 120 days after the bid submission deadline date.
5. Bids shall be submitted online (e-tender) on the e-GPS portal https://eproc.cgstate.gov.in.
6. **Schedule of bidding process / Key Dates:**

S. No.	Event Description	Time and Date
1	Date of publication of NIT	22.07.2026
2	Start Date of downloading RFP document	23.07.2026
3	Last date and time for sending pre-bid queries	17:30 on 05.08.2026
4	Pre-Proposal meeting	15:00 on 06.08.2026
5	Last date and time for uploading of proposals in e-Procurement platform	Up to 17:30 on 22.09.2026
6	Last date and time for submission of hard copy of required documents (Original documents)	Up to 17:30 on 23.09.2026
7	Time and date for opening of Technical Proposals	at 16:00 on 24.09.2026
8	Time and date for opening of Financial Proposals	To be intimated later

Venue for Opening of Technical & Financial Proposal:

Raipur Development Authority, Bhakt Mata Karma Complex, New Rajendra Nagar, Raipur – 492006, Chhattisgarh, India.

7. The bids must be accompanied by a bid security in accordance with the Data Sheet for this RFP. Bids will be opened on the stated date and time in the presence of bidders' representatives who choose to attend.
8. Bidders may obtain further information from the website https://eproc.cgstate.gov.in.

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1. DATA SHEET

<table>
<tr><th>S. No.</th><th>Head</th><th>Details</th></tr>
<tr><td>1.</td><td>Location of Asset</td><td>2nd Floor, City Centre Mall, Devendra Nagar, Raipur, Chhattisgarh</td></tr>
<tr><td>2.</td><td>Area of Asset</td><td>~ 10,839 sq.ft.</td></tr>
<tr><td>3.</td><td>Reserve / Offset Price of the Said Property</td><td>INR 13,85,22,420 (Rupees Thirteen Crore Eighty-Five Lakh Twenty-Two Thousand Four Hundred Twenty only)</td></tr>
<tr><td>4.</td><td>Allotment method</td><td>Highest Upfront Lease Premium (over and above the Reserve / offset Price). Any bid quoting an amount below the Reserve / offer price shall be summarily rejected.</td></tr>
<tr><td>5.</td><td>Lease Period</td><td>30 (thirty) years from the date of signing of Lease Agreement</td></tr>
<tr><td>6.</td><td>Consortium</td><td>Allowed (maximum 2 members including Lead Member)</td></tr>
<tr><td>7.</td><td>Availability of bid document</td><td>Downloadable from the e-Government Procurement System (e-GPS) portal https://eproc.cgstate.gov.in.</td></tr>
<tr><td>8.</td><td>Document Fee</td><td>Non-refundable/ non-adjustable fee of INR 10,000 (Rupees Ten Thousand only) plus applicable GST to be paid online before the last date and time for uploading of proposals in e-Procurement platform. Non-payment of document fee within prescribed time shall lead to rejection of the proposal.

The Bidders will have to pay Document Fee by way of online transfer only i.e., through Real Time Gross Settlement (RTGS) or National Electronic Funds Transfer (NEFT).

Submit copy of Document Fee payment along with Technical Bid also.</td></tr>
<tr><td>9.</td><td>Earnest Money Deposit (EMD)/ Bid Security</td><td>Refundable amount of INR 13,85,224 (Rupees Thirteen Lakh Eighty-Five Thousand Two Hundred Twenty-Four Only)

EMD shall be refundable not later than 120 days from the Proposal Due Date or from the date of signing of agreement with the Selected Bidder, whichever is later, except in the case of the highest Bidder.

The Bidders will have to provide EMD by way of Fixed Deposit Receipt (FDR) or online transfer through RTGS / NEFT to the account set out below or through an irrevocable and unconditional Bank Guarantee as per format (Form 6) before the last date and time for uploading of proposals in e-Procurement platform. In case of non-payment within this time and / or of lesser value, the proposal shall be summarily rejected.
<table>
<tr><td>Beneficiary Name</td><td>CEO RDA POOL ACCOUNT</td></tr>
<tr><td>Bank's name</td><td>HDFC Bank</td></tr>
<tr><td>Account Number</td><td>50100511740266</td></tr>
<tr><td>Branch and Address</td><td>Ground Floor, Shubham Corporate, Telibandha Square, Ring Road, Raipur 492006 (C.G.)</td></tr>
<tr><td>IFSC</td><td>HDFC0005083</td></tr>
</table></td></tr>
</table>

		GST No. — 22AAALR0107R1Z1 PAN — AAALR0107R The proposal shall be summarily rejected if it is not accompanied by the EMD of prescribed amount. ***Submit copy of EMD / Bid Security payment along with Technical Bid also.***
10.	Security Deposit	The selected bidder shall furnish a Security Deposit of **INR 41,55,673 (Rupees Forty One Lakh Fifty Five Thousand Six Hundred Seventy Three Only)** before signing of the Lease Agreement, by way of an irrevocable and unconditional Bank Guarantee or FDR issued by a scheduled bank located in India in favour of Chief Executive Officer, RDA with validity of 3 (three) months beyond the Lease period. This Security Deposit shall be returned after successful completion of the Lease period.
11.	Validity of Bids	120 days from Bid Due Date
12.	Sub Licensing / Subletting of Said Property	Refer Clause 5.16 of RFP
13.	Queries and Pre-Proposal	Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to: Chief Executive Officer Raipur Development Authority Bhakt Mata Karma Complex New Rajendra Nagar, Raipur – 492006 Chhattisgarh, India e-mail: rda.raipur@cg.gov.in The subject of communication shall clearly bear the following identification/ title: **"Queries/Clarification: RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh"** Prospective bidders are advised to visit the site for inspection / better understanding before submitting their proposals.
14.	Location of Pre bid meeting	Raipur Development Authority Bhakt Mata Karma Complex New Rajendra Nagar, Raipur – 492006 Chhattisgarh, India
15.	Draft Lease Agreement	Bidders are required to submit the signed copy of RFP, and draft Lease agreement along with addendum/ corrigendum, if any issued with the technical proposal/Bid through online mode.
16.	Hard Copy Submission (Original Documents)	Bidders are required to submit the below mentioned original documents in person or through registered post / speed post / courier to Raipur Development Authority,

		Bhakt Mata Karma Complex, New Rajendra Nagar, Raipur – 492006, Chhattisgarh, India, before the last date and time for submission of hard copy as stated in NIT. (a) Bid Security / Earnest Money Deposit (in case of Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) as per format) (b) Original Power of Attorney for signing of Proposal (as per format) (c) Original power of Attorney for Lead Member of Consortium (as per format) (d) Original Consortium Agreement (if applicable) (as per format) and (e) Original Affidavit of Correctness (as per format) The Proposal inviting Authority shall not be held liable for any delays in the receipt of these documents. **In case these original documents are not received within the stipulated date and time, the proposal shall be summarily rejected. No other original documents are required at this stage.**

1.1 Definitions

The key definitions for the purpose of this RFP document are as follows:

- "**Annual Lease Rent**" is the amount paid annually by the Lessee to the Lessor as rental against the Said Property provided to the Lessee on Lease hold basis.
- "**Bidder**" means individual or any entity which is a registered Proprietorship Firm / Partnership Firm / Limited Liability Partnership Firm (LLP) / Private Limited Company / Public limited Company / Trust / Society / Corporation having registered office in India, participating in this RFP. 'Bidder' shall also mean and include 'Tenderer' or similar terms which convey the same meaning.
- "**Bid / Proposal**" means the bid / proposal submitted by the Bidder in accordance with this RFP and mean and include similar terms which convey the same meaning.
- "**Bid Due Date / Proposal Due Date**" shall mean the last date for uploading the proposals in e-procurement platform.
- "**Bid Security / EMD**" means the irrevocable and unconditional Bank Guarantee, Fixed Deposit Receipt (FDR) or online transfer through RTGS / NEFT of requisite amount submitted by the Bidder along with its Bid to the Authority.
- "**Consortium**" means the Consortium of Bidders who are bidding as a Bidder acting in concert with each other intending to directly or indirectly participate in the Transaction in accordance with this RFP.
- "**Consortium Agreement**" means the agreement executed amongst the Consortium Members specifically for purposes of the Transaction in accordance with this RFP in the format for Consortium Agreement specified in the RFP.
- "**Consortium Members**" means the members of the Consortium, formed by the Bidder for purposes of the Transaction in accordance with this RFP and shall include members who have submitted the format for Consortium Agreement specified in the RFP.
- "**Contract Year**" means a period of 12 calendar months commencing from the date of signing of Lease Agreement or any anniversary thereof.
- "**Government**" means the Government of India or the Government of Chhattisgarh, as the case may be.
- "**Government Instrumentality**" means any ministry, department, board, authority, corporation, commission or agency of the Government of India or of any State/UT Government.
- "**Lease**" means the Lease rights granted by the Lessor to the Selected Bidder for commercial activity (excluding banned list of usage), of the premises situated on the 2nd Floor at City Centre Mall, Raipur, Chhattisgarh based on the terms and conditions of the Lease Agreement.
- "**Lease Premium**" means the amount payable by the Lessee to the Lessor as per terms and conditions of the RFP and Lease agreement along with GST and any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the Lessee as per prevalent law.
- "**Lease Agreement**" is a contractual agreement by which Lessor conveys the Said Property to the Lessee, for a limited period, subject to various conditions, in exchange

for Lease Premium, Annual Lease Rent and any other applicable payments, but still retains ownership.

- "**Lessee**" means the selected Bidder, who has executed the Lease agreement with the Lessor pursuant to the conclusion of the bidding process.
- "**Lessor / Authority**" means Raipur Development Authority (RDA).
- "**Reserve / Offset Price**" shall mean the amount above which the Bidder has to quote for Sale of Commercial Property (Leasehold) i.e. the Said Property in its Financial Bid as specified in the Data Sheet. Any bid quoting an amount below the Reserve / offer price shall be summarily rejected.
- "**Said Property / Project**" means Sale of Commercial Property (Leasehold) of ~10,839 sq.ft. situated on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh.
- "**Selected Bidder**" means the Bidder who has been selected by the Lessor, pursuant to the Bidding Process for award of Lease.
- "**RDA**" means Raipur Development Authority.
- "**Taxes**" means and includes all applicable taxes, fees, duties, levies, cesses, GST and other statutory charges, as may be levied by any Government Instrumentality from time to time.
- "**Technically Qualified Bidder(s)**" are the Bidders who have been found suitable after the screening by Tender Committee Members after evaluation of the Technical bids during the Tender Stage.

2. INTRODUCTION

2.1 Background

2.1.1 Raipur Development Authority (RDA) is the nodal urban planning agency responsible for the infrastructure and real estate development of Raipur. Established in 1963, it drives the city's growth through the development of planned townships, commercial complexes, and affordable housing.

2.1.2 RDA holds a commercial space of area ~10,839 sq.ft. situated on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh, hereinafter referred to as the "Said Property".

2.1.3 The "Said Property" is a vacant premises and shall be provided on Lease basis for a period as stated in data sheet to the Lessee from the date of execution of Lease Agreement.

2.1.4 Vacant possession of the "Said Property" shall be handed over by RDA to the Selected Bidder on 'as is where is' basis.

2.1.5 The **Transaction** - RDA is desirous to Sale the Commercial Property (Leasehold) to the Selected Bidder, the Said Property, on "as is where is basis", in present condition as it is and "No Complaint basis only". In order to give effect to the Transaction, RDA is keen on identifying the Selected Bidder through an agreed mechanism, i.e., through Sale of Commercial Property (Leasehold) to such Selected Bidder, by open online e-bidding process, to be conducted in such manner as indicated further in this RFP.

3. RFP DOCUMENTS

3.1 Bidding Documents

3.1.1 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the bid due date specified in NIT ("**Bid Due Date**").

3.1.2 This RFP comprises the Disclaimer set forth hereinabove and will additionally include any Addendum / Corrigendum issued in accordance with Clause 4.11 and 4.12.

3.1.3 The Bidding Documents include:

1) Volume I: Request for Proposal
2) Volume II: Draft Lease Agreement

Subject to the provisions of Clause 3.1.2, the aforesaid documents and any Addendum / Corrigendum issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

3.1.4 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of services, the Lease to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

3.1.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect.

3.1.6 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of their Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

3.1.7 The RFP is non-transferable.

3.1.8 The Financial Proposal (the "**Financial Bid**") should be submitted separately (as per Form 5) along with the Bid as per the provisions of Clause 5.2 to 5.4.

3.1.9 Any award of Lease pursuant to this RFP shall be subject to the terms of Bidding Documents.

3.2 Brief Description of Bidding Process

3.2.1 The Authority has adopted a "**Single Stage Two Envelop"** process (collectively referred to as the "**Bidding Process**") for selection of Bidder to award the Lease of the Said Property. Interested Bidders can submit their Bid in accordance with the provisions of this RFP. Bids will be evaluated in two steps, Online bidding process consisting of submission of Technical Bid and a Financial Bid (both terms are defined hereafter) (the "**Bidding Process**") for selection of the Bidder for award of the Lease of the Said Property. The Bidding Documents in its entirety will be available for download from the website https://eproc.cgstate.gov.in ("e-Procurement Portal") from the date mentioned in the Data sheet.

To participate in the Bidding Process, the Bidder should complete all stages of registration, download the Bidding Documents from the e-Procurement Portal and final bid submission through the e-Procurement Portal. Bids which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Bidders are advised to download the Bidding Documents at least one day prior to the Bid Due Date so as to safeguard their participation and avoid any delay. The Bidders are advised to upload the Bid sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Bidding Process, or for any sort of delay or difficulties faced during submission of the Bid on the e-Procurement Portal. Bidders are required to obtain digital signature to upload the Technical and Financial bid.

The Bidder shall pay to the Authority a non-refundable fee as specified in Datasheet, as the cost of downloading the Bidding Documents ("**Document Fee**"). Further, a scanned attested copy of the receipt of payment of the Document Fee shall be uploaded by the Bidder along with its Technical Bid on the e-Procurement Portal.

3.2.2 Bidders are required to submit Technical Bid and Financial Bid as described in Clause 5 to be submitted as per the prescribed formats in this RFP, sufficient for consideration.

3.2.3 The Financial Proposal (the "**Financial Bid**") should be submitted separately for Said Property as per the provisions of Clause 5.3 and 5.4 and shall not be part of the Technical Bid and shall be submitted online only. Eligibility and qualification of the Bidder will be first examined based on the details submitted ("**Technical Bid**") with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid submitted online ("**Financial Bid**") of only those Bidders whose Technical Bids are substantially responsive to eligibility and qualifications requirements as per this RFP shall be opened.

3.2.4 The Said Property will be on Lease for a period as defined in the Data Sheet. The Selected Bidder will be responsible for operations, maintenance and upkeep of the Said Property.

3.2.5 The Request for Proposal (RFP) document for the selection of Bidder can be downloaded from e-procurement website https://eproc.cgstate.gov.in. Authority reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

3.2.6 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 120 days from the Bid Due Date as specified in Data Sheet for submission of Bids (the "**Bid Validity Period**").

3.2.7 A Bidder is required to deposit, along with its Bid, a Bid Security as indicated in Data Sheet (the "**Bid Security**"), refundable not later than 120 days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Security Deposit under the Lease Agreement. The Bidder has to provide the Bid Security in the form as specified in the Data Sheet and as per format given in the RFP. The validity period of the Fixed Deposit Receipt (FDR) or Bank Guarantee (BG), as the case may be, shall not be less than 120 days from the Bid Due Date, and may be extended as may mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected, if it is not accompanied by the Bid Security. The format for Bank Guarantee has been provided in Form 6 of this RFP. It is hereby instructed that the Bidders should submit a scanned copy of the Bid Security along with the Technical Bid on the e-Procurement Portal. The Bidder(s) shall also submit the original Bid Security (in the form of Fixed Deposit Receipt or Bank Guarantee as per the format prescribed in this RFP) in hard copy.

3.2.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

3.2.9 The Selected Bidder shall be the Bidder who quotes the Highest "Lease Premium" for the Said Property.

3.2.10 Any queries concerning this RFP shall be submitted through writing and e-mail as stated in Data Sheet. The communication shall clearly bear the following identification/ title: "Queries/Clarification: RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh".

3.3 Schedule of bidding process

Please refer to the Notice Inviting Tender (NIT) attached in the RFP.

4. INSTRUCTIONS TO BIDDERS

4.1 General Terms of Bidding

4.1.1 Detailed description of the project and other requirements relating to this project are specified in this RFP. In case a Bidder possesses the requisite experience and capabilities required for undertaking the project, it may participate in the Selection Process either individually (the "**Sole Firm**") or as lead member of a Consortium of firms (the "**Lead Member**") in response to this RFP. A maximum of 2 (Two) members including lead member shall be allowed in a Consortium. The term bidder / applicant (the "**Bidder / Applicant**") means the Sole Firm or the Lead Member, as the case may be. The way the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

4.1.2 Bidders are advised that the selection of Selected Bidder or Lessee shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

4.1.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the Bid Due Date of Proposal, would not be eligible to submit a Proposal either individually or as member of a Consortium.

4.2 Conflict of Interest

4.2.1 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

i. the Bidder or its Member (or any constituent thereof) and any other Bidder or its Member (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Member (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed share capital of such Bidder or its Member, as the case may be) in the other Bidder or its Member is not more than 25% (twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 4.2.1 (i), indirect shareholding held through one or more intermediate persons shall be computed as follows:

   (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder or its Member receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Member, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member; or

iv. such Bidder has the same legal representative for purposes of this proposal as any other Bidder; or

v. such Bidder has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

vi. such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

In case a Bidder is a Consortium, then the term Bidder as used in this Clause, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law. **For avoidance of doubt, the Technical Capacity and Financial Capacity of Associates shall not be considered.**

4.2.2 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder or its Member, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Lease Agreement. In the event any such adviser is engaged by the Selected Bidder or Lessee, as the case may be, after issue of the LOA or execution of the Lease Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Lease Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Security Deposit, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Lease Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Lessee for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of signing of Lease Agreement for the Project.

4.2.3 Provided that, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders and encash the Bid Security and further debar it from participation in any future procurement process for a minimum period of 1 (one) year.

4.3 Eligibility Criteria

4.3.1 The Bidder may be a sole entity or a Consortium. In case of a Consortium, maximum of 2 (two) members shall be allowed including the lead member.

4.3.2 Where the Bidder is a Consortium, it shall be required to form an appropriate Special Purpose Company (the "**SPC**"), incorporated under the Indian Companies Act 2013, to execute the Lease Agreement. In case the Bidder is a Consortium, it shall, in addition to forming an SPC, comply with the following additional requirements:

(a) Number of members in a Consortium shall not exceed **2 (two)**. Bidder may apply either individually or forming Consortium with other Bidders. Formulation of more than one Consortium with different Bidders is not allowed and all such proposals involving the Bidders shall be treated as non-responsive. If the Bidder submits Bids as sole Bidder and also in Consortium with another Bidder, both bids shall be summarily rejected. No Bidder shall submit more than one bid for this RFP;

(b) Subject to the provisions of Clause (a) above, the Proposal should contain the information required for each member of the Consortium;

(c) Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have a majority equity share holding and of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPC. The nomination(s) shall be supported by a Power of Attorney, as per the format at Form 8, signed by all the other members of the Consortium;

(d) The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;

(e) An individual Bidder cannot at the same time be member of a Consortium applying this RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for this RFP;

(f) The members of a Consortium shall form an appropriate SPC, within 30 (thirty) days from the date of issue of the LOA by RDA, to execute the Lease Agreement. The Lease Agreement shall be executed with such SPC. RDA at its sole discretion and on reasonable grounds may extend this period;

(g) Members of the Consortium shall enter into a binding Consortium Agreement, substantially in the form specified at Form 9 (the "**Consortium Agreement**"), for the purpose of submitting a Proposal. The Consortium Agreement, to be submitted along with the Proposal, shall, inter alia:

i. Convey the intent to form an SPC, solely for the purpose of leasing the Said Property and no other purpose, with shareholding / ownership equity commitment(s) in accordance with this RFP, which would enter into the Lease Agreement and subsequently perform all the obligations of the Lessee in terms of the Lease Agreement, in case the Lease for the Said Property is awarded to the Consortium;

ii. Clearly outline the proposed roles and responsibilities, if any, of each member;

iii. Commit the minimum equity stake to be held by each member;

iv. Commit that each of the members, whose experience (technical and financial capacity) will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six percent) or more of the paid up and subscribed equity of the SPC and the lead member shall hold majority share of at least 51% (fifty one percent); and shall further commit that their shall be no change in equity shareholding of any member till complete payment of Upfront Lease Premium or for a period of 2 (two) years from the date of signing of Lease Agreement;

v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one percent) of the subscribed and paid-up equity of the SPC at all times during the tenure of Lease Agreement of the Said Property; and

vi. Commit that the SPC shall neither wind up nor amalgamate till the Lease agreement with RDA is in force.

(h) in the event of a change in control of a Consortium Member, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Lease Agreement but prior to complete payment of Upfront Lease Premium, it would, notwithstanding anything to the contrary contained in the Lease Agreement, be deemed to be a breach thereof, and the Lease Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Lessee. In such an event, notwithstanding anything to the contrary contained in the Lease Agreement, the Authority shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

(i) Any change in control, subsequent to the period as mentioned above, shall not be effected without the prior written approval of the Authority. Any Change in Control undertaken without such approval shall constitute a material breach of the Lease Agreement and shall entitle the Authority to take such action as it may deem appropriate, including but not limited to termination of the Lease Agreement, forfeiture of Bid Security or Security Deposit, and exercise of any other remedies available under law or contract.

(j) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority.

4.3.3 The interested Bidders are required to satisfy all the following criteria as Minimum Eligibility Criteria to qualify for the opening of the Financial Bids being submitted:

(a) **Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Bidders shall fulfil the following:

1. The Bidders participating in the selection process may either be:
   - Company / Corporation registered under Company's Act 1956/ 2013, or;
   - Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or Partnership firm registered as per Indian Partnership Act, 1932, or;
   - Society registered under Societies Registration Act, 1860 or Chhattisgarh Co-operative Societies Act, 1960, or;

- Trust registered under The Indian Trust Act, 1882, or;
- Sole Proprietorship, or;
- Individual
  - o *Relevant Proof of Registration / Incorporation valid on the Bid submission close date shall be provided along with the Technical Bid.*
  - o *Submit the certificate of incorporation, Memorandum of Association (MoA) and Articles of Association (AoA), in case the Bidder is a Company / Corporation / Society, as applicable.*
  - o *Submit Trust deed in case of Trust.*
  - o *Submit certified copy of the partnership deed and current address of all the partners of the firm, in case the Bidder is a partnership firm.*
  - o *Submit Aadhar and PAN card in case of individuals*

2. The Bidders must have a valid PAN, GST *(except Individual)* and Income-tax registration in India (proof of registration must be enclosed with technical proposal).

   Documentary Evidence: The Bidders (either solely or in consortium) should enclose requisite documents for Technical Capacity with Form 2.

(b) Financial Capacity: For demonstrating financial capacity (the "**Financial Capacity**"), the Bidder should fulfil the following:

(i) **Net Worth of the Bidder:** The Bidder should have minimum Net worth of **INR 3.46 Crore (Rupees Three Crore Forty-Six Lakhs only)** as on 31st March 2026 as per the audited annual reports duly certified by the Statutory Auditor with valid UDIN. If audited financial statements for FY 2025-26 is not available, Bidder shall consider Net Worth requirement from previous financial year i.e. as on 31st March 2025.

In case the Bidder is a Consortium, the **Lead member should satisfy at least 50% (fifty percent)** of the specified Financial Capacity as per Clause 4.3.3 (b) above and the **Consortium members should cumulatively satisfy 100% (hundred percent)** of the specified Financial Capacity.

Documentary Evidence: The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors with valid UDIN stating its Turnover and Net Worth. The Bidder shall also submit audited annual reports for last 3 (three) Financial Years duly certified by its Statutory Auditor with valid UDIN. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

Those bidders who qualify the above-mentioned qualification criteria would only be eligible for opening of the Financial Proposals.

4.3.4 Technical Capacity and Financial Capacity of parent/subsidiary/associate company(ies) of the Bidder or its Member will not be considered for the purpose of evaluation.

4.3.5 A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder / Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder / Consortium Member.

4.4 Change in Composition of the Consortium

4.4.1 Change in the composition of a Consortium will not be permitted by the Authority during the Bidding process.

4.5 Cost of Bidding

4.5.1 The Bidder shall be responsible for all of the costs associated with the preparation of the Bid and Bidder's participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.6 Bid Security/ Earnest Money Deposit

4.6.1 The value of the Bid Security shall be as prescribed in the Data sheet.

4.6.2 The Bid Security shall, at the Bidder's option, be in the form of Fixed Deposit Receipt (FDR) or online transfer through RTGS / NEFT or Bank Guarantee of any scheduled commercial bank as per format (Form 6). The Bank Guarantee validity shall be for minimum of 120 days from the Bid Due Date.

4.6.3 Any bid not accompanied by an acceptable Bid Security, shall be rejected by the Authority as non-responsive.

4.6.4 The Bid Security of unsuccessful Bidder will be returned within 120 days from the Bid Due Date.

4.6.5 The Bid Security of the Selected Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposit.

4.6.6 The Bid Security/ Earnest Money will be forfeited:

a) if the Bidder withdraws the Bid after its submission during the period of Bid validity or extended bid validity;

b) in the case of a Selected Bidder, if the Bidder fails within the specified time limit to:

   (i) accept the LOA; and/or

   (ii) furnish the required Security Deposit; and/or

   (iii) sign the Lease Agreement.

c) If the Applicant is found to have a Conflict of Interest as specified in Clause 4.2.

d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5.14 of this RFP

4.7 Site visit and verification of information

4.7.1 Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, making an on the spot assessment of the Said Property and the conditions prevailing thereof, the surroundings, market assessment and all other parameters and issues related to Said Property including Applicable Laws and regulations, and any other matter considered relevant by them.

4.7.2 Prospective Bidders may visit the site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the Authority.

4.8 Acknowledgement

4.8.1 It shall be deemed that by submitting a Bid, the Bidder has:

a) made a complete and careful examination of the Bidding Documents;

b) received all relevant information requested from the Authority;

c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 4.7 above;

d) satisfied itself about all matters, things and information including matters referred to in Clause 4.7 hereinabove necessary and required for submitting an informed Bid and performance of all of its obligations thereunder;

e) made a complete and careful examination of the various aspects of the Said Property including but not limited to:

(i) the premises on which the Said Property is situated;

(ii) existing structures and facilities;

(iii) condition of the interiors, exteriors, appurtenances and the layout of the building;

(iv) availability of the utilities within and outside the Said Property;

(v) conditions affecting transportation, access, disposal, handling and storage of materials;

(vi) clearances obtained by the Authority for the Said Property, if any; and

(vii) all other matters that might affect the Bidder's performance under the terms of this RFP document.

f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 4.7.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Lease Agreement by the bidder; and

g) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.9 Right to accept and to reject any or all Bids

4.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

4.9.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority, and

c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each member of the Consortium shall be disqualified / rejected.

4.9.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Lease thereby granted by the Authority, that one or more of the prequalification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LOA or entering into of the Lease Agreement, and if the Bidder has already been issued the LOA or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Lessee, as the case may be. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Lease Agreement, or otherwise.

4.9.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

4.10 Contents of the RFP

4.10.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda / Corrigenda issued in accordance with Clause 4.12.

Invitation for Proposal

Section 1	Data Sheet
Section 2	Introduction
Section 3	RFP Documents
Section 4	Instructions to Bidders
Section 5	Preparation and Submission of Bids
Section 6	Formats for Submission

Form 1 – Letter Comprising the bid
Form 2 – Bidder's Information
Form 3 – Financial Capacity of the Bidder
Form 4 – Statement of Legal Capacity
Form 5 – Financial Bid for Upfront Lease Premium
Form 6 – Bank Guarantee for Bid Security
Form 7 - Format for Power of Attorney for signing of bid
Form 8 – Power of Attorney for Lead Member of the Consortium
Form 9 – Consortium Agreement
Form 10 – Affidavit

Section 7	Annexures

4.10.2 The draft Lease Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

4.11 Clarifications

4.11.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing by speed post, courier or by e-mail so as to reach before the date mentioned in the Schedule of Bidding Process (Key Dates). The envelopes / subject of the email shall clearly bear the following identification:

"Queries/Clarification concerning RFP for: Sale of Commercial Property (Leasehold) on 2^{nd} Floor at City Centre Mall, Raipur, Chhattisgarh"

4.11.2 Interested bidders are requested to submit the queries / suggestions / comments as per following format:

Page No.	Clause No.	Content of RFP requiring clarification	Queries / Suggestions / Comments

4.11.3 The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

4.11.4 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 4.10 shall be construed as obliging the Authority to respond to any query or to provide any clarification and under such conditions the provision under RFP shall prevail.

4.12 Amendment of the RFP

4.12.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum / Corrigendum / Amendment and posting it on the Official Website https://eproc.cgstate.gov.in.

4.12.2 The revised RFP with such Addendum / Corrigendum / Amendment will be binding on all Bidders.

4.12.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

5. PREPARATION AND SUBMISSION OF BIDS

5.1 Language

5.1.1 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. 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.

5.2 Format and Signing of Bid

5.2.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

5.2.2 The Bidders shall prepare electronic copies of the technical and financial e-bid/ Proposals separately.

5.2.3 The Bid shall be typed in indelible ink and signed by the Authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

5.3 Sealing and Marking of Bids

The bid comprising eligibility documents and financial proposal have to be submitted online as per Clause 5.4.

Bidder's proposal shall consist of following documents as mentioned below:

Online submission	**Technical Bid** Enclosures: Forms specified in Clause 6 (Formats for submission), all required documents as per RFP and signed Draft Lease Agreement acknowledging acceptance by the Bidder for the conditions mentioned in Draft Lease Agreement and copy of RFP document along with Amendment/s, Corrigendum/s to RFP, if any
Online submission	**Financial Proposal** Enclosures: As per BOQ format provided in the portal for this RFP.
Enclosure of Bids (Hard Copy Submission)	The Bidders shall also be required to submit a hard copy of the following documents before the last date and time for submission of hard copy as stated in NIT ("**Enclosures to Bid**"): (a) Bid Security / Earnest Money Deposit (in case of Fixed Deposit Receipt or Bank Guarantee as per format) (b) Original Power of Attorney for signing of Proposal (as per format) (c) Original power of Attorney for Lead Member of Consortium (as per format)

	(d) Original Consortium Agreement (if applicable) (as per format) and (e) Original Affidavit of Correctness (as per form 10) For the avoidance of doubt, the scanned copy of the above mentioned documents shall also be submitted with the Technical Bid on the e-Procurement Portal.

5.4 Submission of e-bid/Proposal

5.4.1 The Proposals should be submitted as stated in Clause 3.2.

Technical Proposal

(a) Proof of submission of Document Fee and Earnest Money Deposit (EMD)/ Bid Security of requisite amount as specified in Data Sheet;

(b) Letter comprising the Proposal as per Clause 6 Formats for Submission in the prescribed forms and supporting documents;

- Certificate of registration / incorporation for entities.
- Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, Trust deed in case of Trust and if a partnership then a copy of its partnership deed and current address of all the partners.
- Copy of Aadhar and PAN in case of individuals.
- GST registration certificate, if applicable.
- Copies of audited balance sheet and profit and loss account statements for the preceding 3 (three) years (of each member in case of a Consortium).

(c) Bidder is required to review the draft Lease Agreement given in the RFP and enclose in their Proposal a copy duly initialled by the Bidder along with copy of RFP and any addendum / corrigendum issued;

(d) Letter Comprising the bid (Form 1), Bidder's Information (Form 2) and Financial Capacity of the Bidder (Form 3) along with requisite documents as stated in RFP.

(e) Statement of Legal Capacity, in the prescribed format (Form 4);

(f) Bank Guarantee for Bid Security, in the prescribed format (Form 6);

(g) Power of Attorney for signing of Bid in the prescribed format (Form 7);

(h) In case of Consortium, Power of Attorney for Lead Member of Consortium in the prescribed format (Form 8) along with Power of Attorney of all the Consortium members firms;

(i) Consortium Agreement in case of a Consortium, in the format at Form 9;

(j) Affidavit in format at Form 10; and

(k) All other documents required as per the RFP.

Proposal should contain information and details about each Member of the Consortium, wherever required as per the RFP.

Financial Proposal

Financial Proposal must be submitted through e-Government Procurement System (e-GPS) portal i.e. https://eproc.cgstate.gov.in within the last date and time for submission of Proposals. No physical submission of Proposals shall be accepted.

5.4.2 The proposal documents shall be published online on the e-Government Procurement System (e-GPS) portal i.e. https://eproc.cgstate.gov.in and will be available from the date and time as mentioned in the Schedule of bidding process (Key Dates).

5.4.3 Offline submission of Original Documents (hard copy): The bidders are also required to submit in original all the documents listed in Clause 5.3, either by registered post / speed post / courier in the office of RDA, Raipur up to the date and time as mentioned in Schedule of bidding process (Key Dates).

5.4.4 Proposals will be opened in the office of the RDA, Raipur by the designated Tender Opening Committee in the presence of intending bidders or their authorized representatives on the date and time as mentioned in Schedule of bidding process (Key Dates). If the office happens to be closed on the date of opening of the Proposals as specified, the proposals will be opened on the next working day at the same time.

5.4.5 The proposals shall remain valid for a period not less than 120 days from deadline date of proposal submission.

5.4.6 Bidders are advised to visit the Said Property before quoting their rates. Once the proposals are accepted, no claim whatsoever will be acceptable.

5.4.7 The Bidder should submit a Power of Attorney as per the format at Form 7, authorising the signatory of the Proposal to commit the Bidder.

5.4.8 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Form 8.

5.4.9 A pre-proposal meeting to clarify the issues regarding the tenders is proposed to be held in the Office of RDA, Raipur on date & time as stipulated in Schedule of bidding process (Key Dates).

5.4.10 Other Terms and Conditions of bidding contained in proposal documents can be seen on the e-GPS portal i.e. https://eproc.cgstate.gov.in or in the Office of RDA, Raipur.

5.4.11 Authority shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any proposal updates, the Authority shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this proposal.

5.5 Deadline for submission

5.5.1 E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website https://eproc.cgstate.gov.in no later than the time specified in the Schedule of bidding process (Key Dates). Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

5.6 Late submission

5.6.1 The server time indicated in the bid management window on the e-procurement website https://eproc.cgstate.gov.in will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit their e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if its e-bid/Proposal is not submitted in time due to any of their problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

5.7 Modification/ substitution/ withdrawal of Proposals

5.7.1 The Bidder may modify, substitute or withdraw its Proposal after submission prior to Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date.

5.7.2 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

5.8 Proposal opening and evaluation

5.8.1 The proposals would be evaluated by a Bid Evaluation Committee constituted by Authority. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

5.9 Evaluation of bids

5.9.1 The invitation for proposal for Said Property shall be evaluated according to eligibility criteria and financial proposal of eligible Bidder/s. A two-stage procedure will be adopted in evaluating the proposal.

5.9.2 In the first stage – Test of Responsiveness will be examined as to whether:

(i) The Bid is accompanied by Proof/receipt of payment of Document Fee.

(ii) The Bid is accompanied by Proof/receipt of payment of Earnest Money Deposit (EMD)/ Bid Security by way of Fixed Deposit Receipt (FDR) or online transfer through RTGS / NEFT or Bank Guarantee (Form 6) of minimum required validity.

(iii) The documents are properly signed by the authorized signatories and whether the proposal contains Power of Attorney as per the prescribed format in RFP.

(iv) Bid have been received on or before the Bid Due Date and as per the format prescribed in the RFP along with all requisite documents.

In case answers to any of the above items is ‘No’ the bid shall be declared as non- responsive and shall not be evaluated further.

Technical Evaluation of the Bids

During this stage, Authority shall determine whether each Bid is in compliance with the requirements of the RFP. A Bid shall be considered to be in compliance with the requirement of the RFP only if:

(i) The Bidder satisfies the Eligibility Criteria, as set forth in Clause 4.3 for both Technical Capacity and Financial Capacity.

(ii) The proposal contains all Eligibility documents with required enclosures as per Clause 4.3, Clause 5.3 and Clause 5.4.

5.9.3 Eligibility documents for meeting the Technical Capacity and Enclosure of Bids should not include the financial proposal. **In case the financial proposal is included in Eligibility documents, the proposals of such Bidder shall be declared non-responsive and shall stand cancelled.**

5.9.4 In the second stage, Financial Bids of the Bidders who qualifies after the Technical evaluation shall be opened. The Financial Bid shall be opened in the presence of the representatives of the qualified Bidders, who choose to attend. Technically qualified Bidders will be informed regarding, venue, date and time of the Financial Bid opening.

In the event that, the assessed Financial Bid of two or more Bidders is the same (the "**Tie Bid**"), the Authority shall identify Selected Bidder as Bidder with the highest Net worth as specified in Clause 4.3.

a) The Financial Proposal should contain the Financial Bids for Said Property which shall be paid as stipulated in this RFP and/or Lease Agreement.

b) The Highest (H1) bid received after evaluation of Financial Bids will be processed by RDA for internal approval. However, it will not be binding on the RDA to Lease out the Said Property to the H1 Bidder. The right of acceptance & rejection of the H-1 bid lie entirely with the RDA. In the event of non-acceptance of H-1 bid, EMD without interest shall be returned to the H1 Bidder.

c) In the case that the Authority receives only one Bid for the Said Property, it is at the discretion of the Authority to accept or reject it.

d) In the event that the H1 Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**") for the Said Property, the Authority may invite all the remaining Bidders to match the Bid of the aforesaid H1 Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the bid of H1 Bidder, it shall be the Selected Bidder.

e) In the second round of bidding, if two or more Bidders matches the bid of H1 Bidder then the Bidder whose Bid was higher in the first round of bidding shall be the Selected Bidder. For example, in the second round of bidding, if the H3 and H5 bidders in the first round of bidding offer to match the value of H1 Bidder then the H3 Bidder shall be the Selected Bidder.

f) In the event that no Bidder offers to match the bid of H1 Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the H1 Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

5.9.5 The Upfront Lease Premium, over and above the Reserve Price, shall constitute the sole criteria for evaluation of Financial Bids. The Said Property shall be awarded to the Bidder quoting the Highest Upfront Lease Premium (H1 Bidder) above the Reserve Price, subject to the approval of Authority and the following conditions:

(i) Authority reserves the rights to accept or reject any or all the bids.

(ii) Bidders are allowed to submit only one proposal for this RFP.

(iii) Bidder with highest financial quote (Upfront Lease Premium) over and above the Reserve Price shall be identified as Selected Bidder subject to the approval of Authority.

(iv) No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of proposal already submitted by the Bidder.

5.10 Hard Copy Submission of Bid

5.10.1 The original hard copy of the Enclosures to Bid, as stated in Data Sheet and Clause 5.3, shall be addressed and submitted on or before Due Date for hard copy submission at the address specified below:

Chief Executive Officer
Raipur Development Authority
Bhakt Mata Karma Complex
New Rajendra Nagar, Raipur – 492006
Chhattisgarh, India

The envelopes subject shall clearly bear the following identification:

"Enclosures to Bid - RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh"

5.10.2 If the envelope containing the hard copy of the Enclosures to Bid is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Technical Bid submitted and consequent losses, if any, suffered by the Bidder.

5.10.3 In the event of any discrepancy between the soft copy/scanned copy of the Enclosures to Bid uploaded to the e-Procurement Portal and the hard copy of the same, the soft copy/scanned copy will prevail provided, however, that regardless of anything to the contrary, in case of legal documents and financial instruments, the hard copy shall prevail over the soft copy.

5.10.4 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.

5.11 Contacts during Bid Evaluation

5.11.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of LOA/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/or their employees/ representatives on matters related to the Bids under consideration.

5.12 Award and Signing of Lease Agreement

5.12.1 Post evaluation of bid and finalization of the Selected Bidder, the Authority shall notify the Selected Bidder through Letter of Award (LOA). LOA will specify the details of Said Property, Upfront Lease Premium, Annual Lease Rent, payment schedule, and other terms and conditions. The Selected Bidder shall, within 7 (seven) days of the receipt of LOA, confirm their acceptance.

5.12.2 The Selected sole Bidder or SPC in case of consortium, as the case may be, shall submit the required Security Deposit and execute the Lease Agreement within 30 (thirty) days from the date of issuance of LOA or within such time as prescribed by the Authority / Lessor. The Lease Agreement shall be signed only after receipt of Upfront Lease Premium (as per Clause 5.13.2), Security Deposit and other prerequisite by the Authority. Failure of the Selected Bidder to execute the Lease Agreement within the specified period shall clear enough grounds for the Authority for the annulment of the LOA issued and forfeiture of the EMD.

5.12.3 The Selected Bidder/ Lessee shall bear all the cost (stamp duties etc) required for the execution of Lease Agreement in pursuance of this Bid.

5.12.4 The Lessee shall indemnify Authority / Lessor from all claims that may arise from the statutory authorities in connection with the Lease Agreement.

5.12.5 The Lessee shall procure and maintain requisite insurance for Leased Said Property at its own cost.

5.12.6 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- suspend and/ or cancel the Bidding/ Selection/ Lease Process and to amend and/ or supplement the Bidding/ Selection/ Leasing Process or modify the dates or other terms and conditions relating thereto; consult with any Bidder in order to receive clarification or further information.
- Retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

5.13 Payment to be made by the Selected Bidder

5.13.1 **Security Deposit**

(i) The Selected Bidder shall submit a Security Deposit in the name of the Chief Executive Officer, RDA, prior to signing of the Lease Agreement in the form of an irrevocable & unconditional Bank Guarantee or FDR issued by a Scheduled/ Nationalised bank having its branch in Raipur. The Security Deposit shall be for an amount equivalent to as stated in the Data Sheet with validity of 3 (three) months beyond the Lease period.

(ii) Security Deposit shall be retained till the completion of Lease Period and shall be released after 3 (three) months from the end of Lease Period, and no interest shall be paid on the same by the Authority. The Security Deposit shall be encashed at the sole discretion of the Authority towards any liquidated damages, dues, penalties etc that may be payable by the Selected Bidder to the Authority and/or against termination eventualities attributed to the Selected Bidder, under the terms of the RFP and/or Lease Agreement.

(iii) In case of deduction of any amount from the Security Deposit or revision in the Annual Lease Rent, the Lessee shall replenish the Security Deposit to the extent the amount is debited or increase in the Annual Lease Rent within 15 (fifteen) days period, failing which, it shall be treated as default on the part of the Lessee and may lead to cancellation of the Lease Agreement. It shall be the responsibility of the Lessee to ensure the renewal and validity of the Security Deposit throughout the Lease Period.

5.13.2 **Upfront Lease Premium**

(i) The Selected Bidder / Lessee shall pay the quoted Upfront Lease Premium, over and above the Reserve Price, plus GST and applicable Taxes as per following options:

Option 1: 100% On or before signing of Lease Agreement; **OR**

Option 2: in 4 (four) equal instalments within the following timelines from the date of signing of Lease Agreement (including the date of signing):

Instalment	Percentage of Lease Premium	Due Date	Amount
First	25%	On or before signing of Lease Agreement	25% of Lease Premium
Second	25%	Within 4 months	25% of Lease Premium plus interest @ 10% on the total outstanding

			amount of Lease Premium (Cumulative amount of Second, Third & Fourth instalments) for the period from date of Payment of First Instalment to the actual date of payment of Second Instalment, plus GST and applicable Taxes thereon.
Third	25%	Within 8 months	25% of Lease Premium plus interest @ 10% on the total outstanding amount of Lease Premium (Cumulative amount of Third & Fourth instalments) for the period from date of Payment of Second Instalment to the actual date of payment of Third Instalment, plus GST and applicable Taxes thereon.
Fourth	25% *less* EMD deposited	Within 12 months	25% of Lease Premium plus interest @ 10% on the total outstanding amount of Lease Premium (amount of Fourth instalments) for the period from date of Payment of Third Instalment to the actual date of payment of Fourth Instalment, plus GST and applicable Taxes thereon.

Note:

a) The Selected Bidder / Lessee shall intimate the Authority about the chosen option along with LOA.

b) All applicable taxes / duties / levies / GST etc. shall be paid extra by the Selected Bidder / Lessee in addition to the quoted / offered Upfront Lease Premium.

c) The payment shall be made to RDA through RTGS / NEFT. If the last date of payment is a holiday, the next working day shall be treated as the last date of payment.

d) The Bank details of RDA for deposit of Lease Premium and Annual Lease Rent are as follows:

Beneficiary Name	CEO RDA POOL ACCOUNT
Bank's name	HDFC Bank
Account Number	50100511740266
Branch and Address	Ground Floor, Shubham Corporate, Telibandha Square, Ring Road, Raipur 492006 (C.G.)
IFSC	HDFC0005083
GST No.	22AAALR0107R1Z1
PAN	AAALR0107R

(ii) The total Lease Premium is to be paid within 1 (one) year from the date of signing of Lease Agreement along with payment of 1st (first) instalment in case Option 2 is choose by the Selected Bidder / Lessee. An extension of up to 3 (three) months beyond the stipulated deadline for payment of 2nd (second), 3rd (third) and 4th (fourth) Instalment as mentioned above, may be granted on written request of the Lessee to RDA, provided the Lessee pays simple interest at the rate of 12% (twelve percent) per annum for 1st

Month of delay, 18% (eighteen percent) per annum for 2nd Month of delay and 24% (twenty-four percent) per annum for 3rd Month of delay to be paid along with the due Instalment amount, plus GST and applicable Taxes. The interest shall be calculated for the number of days of extension availed by the Lessee. Such interest amount will be considered to be a reasonable pre-estimate of the damages on account of late payment by the Lessee.

Full due Instalment along with interest amount needs to be paid in one go and any part-payment will not be accepted during the aforesaid extended period.

If the due Instalment is not paid during the extended period along with aforesaid interest, then the Lease Agreement is liable to be terminated and the EMD amount or Security Deposit, as the case may be, and all other payments made by the Lessee lying in any form with RDA shall be forfeited without prejudice to the right of RDA to dispose of the Said Property, in any manner at its sole discretion. RDA shall not bear any responsibility for delay in submission of payment by the Selected Bidder / Lessee on account of not getting or delay in financial assistance from Banks / financial institutions / others etc.

(iii) **Selected Bidder's / Lessee inability to pay the Lease Premium**: In the event Selected Bidder / Lessee is an individual or proprietorship firm and is unable to pay the complete Lease Premium amount for the Said Property as per the terms of the RFP and Lease Agreement for any such reason as the death of the individual or proprietor, it shall be the responsibility of his / her legal heir / assignees (successor) to adhere to the terms of RFP and Lease Agreement and pay the complete Lease Premium in accordance to the RFP and Lease Agreement terms.

5.13.3 **Annual Lease Rent**

(i) In addition to the payment of Upfront Lease Premium, the Lessee shall pay an Annual Lease Rent of 0.5% (zero-point five percent) of the quoted / offered Lease Premium plus GST and applicable Taxes, every year till the end of the Lease Period. This Annual Lease Rent will be escalated at the rate of 15% (fifteen percent) at the end of every 3 (three) years (compounded) from the date of execution of Lease Agreement. The account details for payment of Annual Lease Rent are provided in Clause 5.13.2.

(ii) The payment of Annual Lease Rent shall commence from the date of execution of Lease Agreement and shall continue to be paid every year in advance at the beginning of each contract year till the expiry of the term of the Lease Agreement. However, the Annual Lease Rent for the first contract year shall be payable in advance at the time of signing of the Lease Agreement.

(iii) In case of failure to deposit the Annual Lease Rent by the due date, simple interest at the rate of 18% (eighteen percent) per annum shall be charged on the due amount of applicable Annual Lease Rent for each day of delay. Such interest amount will be considered to be a reasonable pre-estimate of the damage that RDA will suffer on account of late payment by the Lessee.

5.13.4 **Common Area Maintenance (CAM) Charges**

(i) The Lessee shall pay Common Area Maintenance (CAM) Charges as fixed for the Said Property with escalations, if any, and in such manner as decided by the management of the City Centre Mall from the date of signing of Lease Agreement. The Common Area Maintenance (CAM) Charges may be paid directly to the management of the City Centre Mall or as directed by RDA.

5.13.5 **Other Charges**

(i) The Lessee shall, with effect from the date of execution of Lease Agreement pay all outgoings, cess, taxes (including municipal taxes, property tax etc), levies, import duties, fees (including any license fees) rates and other user charges whatsoever and all increases thereto (including those applicable for existing utility connections and any other dues, assessments or outgoings payable in respect of use of the Said Property (including new utility connections obtained by it, if any) or in respect of the materials stored therein which may be levied by any Government Authority during the entire Lease period. RDA shall not be liable to pay the same. If the Lessee fails to pay any of the above charges, RDA shall be entitled but not be obliged to pay the same and will be entitled to receive such amounts paid by RDA from the Lessee along with simple interest at the rate of 24% (twenty-four percent) per annum.

5.13.6 In the event the Selected Bidder / Lessee fails to pay the Security Deposit, Upfront Lease Premium, Annual Lease Rent, Common Area Maintenance (CAM) Charges and Other Charges as given in Clauses 5.13.1 to 5.13.5 above within the stipulated period, the Authority would be entitled to forfeit the Bid Security / Security Deposit, as the case may be, of the Selected Bidder / Lessee towards recovery of the same, in part or whole, without prejudice to any other right or remedy that may be available to the Authority. The decision of the Authority in this regard shall be final and binding.

5.14 Fraud and Corruption

5.14.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Lease Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Lease Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder or Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit, invoke and appropriate the Bid Security or Security Deposit without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

5.14.2 Without prejudice to the rights of the Authority under Clause 5.14.1 and the rights and remedies which the Authority may have under the LOA or the Lease Agreement, if a Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Lease Agreement, such Bidder or Lessee shall not be eligible to participate in any tender issued by the Authority during a period of 2 (two) years from the date such Bidder or Lessee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

5.14.3 For the purpose of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding

Process or the LOA or has dealt with matters concerning the Lease Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Said Property or the LOA or the Lease Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Said Property;

b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5.15 Confidentiality

5.15.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional Advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process.

5.15.2 The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

5.16 Sub-Lease / Sub-Licence

5.16.1 The Lessee shall not assign or in any manner create encumbrance on Said Property without prior written approval of the Authority, which the Authority may, in its discretion deny, if such assignment or encumbrance has or may have a material adverse effect on the rights and obligations of the Authority under the Lease Agreement or Applicable Laws.

5.16.2 The Lessee shall have the right to collect Sub-Lease rent from the Sub-Lessee(s).

5.16.3 The Sub-Leasing / Sub-Licensing mentioned above cannot be conflicting or contradictory to the provision of the original Lease agreement between the Authority and Lessee.

5.16.4 The terms and conditions of main Lease Agreement shall apply and be binding on Sub-Lessee / Sub-Licensee.

5.16.5 The period of Sub-Lease / Sub-License shall never exceed the last date fixed for the expiry of the original Lease Agreement between the Lessee and Lessor. All subsisting Sub-Leases shall be co-terminus with the present Lease and would automatically come to an end upon expiry of the term of the present Lease Agreement or upon premature termination of the present Lease Agreement as per terms of this Lease Agreement, without any further notice to the Sub-Lessee.

5.16.6 The Sub-Lessee shall be bound to obtain necessary consents, permissions, approvals as may be required under any law and in main Lease Agreement as applicable from time to time from appropriate authorities.

5.16.7 In case of any breach or default committed by Sub-Lessee, the Lessee shall be responsible and liable and in such circumstances, the Lessor shall exercise all such rights and powers as available to them under main Lease Agreement and under the said Rules as amended from time to time against the main Lessee as well as Sub-Lessee.

5.16.8 The Sub-Lessee / Sub-Licensee shall not further sub-lease/ sub-license / assign or otherwise transfer or shall create any third-party interest whatsoever in the demised Said Property or part thereof.

5.16.9 The Lessee shall provide to the Lessor a copy of Sub-Lease Agreement, contract or any agreement entered into with the Sub-Lessee / Sub-Licensee in respect of the demised Said Property or part thereof.

5.16.10 In case of default of payment of Upfront Lease Premium, Annual Lease Rent, Common Area Maintenance (CAM) Charges or any dues by Lessee, the Lessor shall have right to demand and recover the same either from Lessee or Sub-Lessee and vice versa or from both Lessee and Sub-Lessee.

5.17 Other Conditions

5.17.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5.17.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the bidding process or modify the dates or other terms and conditions relating thereto;

b) consult with any Bidder in order to receive clarification or further information;

c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

5.17.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

6. FORMATS FOR SUBMISSION

Form 1 – Letter Comprising the bid

(On the Letterhead of the Bidder / Lead Member of the Consortium)

Dated:

To,
The Chief Executive Officer
Raipur Development Authority
Bhakt Mata Karma Complex
New Rajendra Nagar, Raipur – 492006
Chhattisgarh, India

Subject: RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh

Dear Sir,

1. With reference to your RFP document dated ________, I/ we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Said Property situated on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh.
2. The Bid is unconditional and unqualified.
3. All information provided in the Bid and the documents accompanying such bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
4. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid proposal.
5. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
6. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last 3 (three) years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
    - I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
    - I/ We do not have any conflict of interest in accordance with the Clauses of the RFP document;
    - I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.14 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the

Authority or any other public sector enterprise or any government, Central or State; and

- I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5.14 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. I/ We understand that the Authority may cancel the Bidding Process at any time and that the Authority is neither bound to accept any Bid that they may receive nor to select the Bidder, without incurring any liability to the Bidders.
10. I/ We believe that we/ our Consortium satisfy(ies) the Technical and Financial criteria and meet the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document.
11. I/ We declare that we/ any Member of the Consortium are/is not submitting a Bid with any other bidder.
12. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
13. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or any of our members.
14. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our CEO or any of our Directors/ Managers/ employees.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. The Statement of Legal Capacity as per format provided at Form 4 of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Proposal and the power of attorney for Lead Member of Consortium, as per format provided at Form 7 and 8 respectively of the RFP, are also enclosed.
17. I/ We understand that the Successful Bidder, in case of Consortium, needs to incorporate a Special Purpose Company under the Indian Companies Act, 2013 prior to execution of the Lease Agreement.
18. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of my/ our firm being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/We have studied all the Bidding Documents carefully and also surveyed the Said Property. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Project.
21. The Upfront Lease Premium, which is over and above the Reserve Price, has been quoted by me/ us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs / revenue and after a careful assessment of the Said Property and all the conditions that may affect the Bid.
22. I/We offer a Earnest Money Deposit (EMD) / Bid Security of amount as stated in Bid Data Sheet, to the Authority in accordance with the RFP Document.
23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
24. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
25. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the authorised signatory)

(Name and designation of the Authorised signatory)

Name and seal of Bidder / Lead Member

Form 2 – Bidder's Information

(On the Letterhead of the Bidder / Lead Member of the Consortium)

1. Name of Bidder:

   Legal Status:

   Country of incorporation:

   Address of the Corporate headquarters and its branch office(s), if any, in India:

   Date of incorporation and /or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   a) Name:

   b) Designation:

   c) Company:

   d) Address:

   e) Telephone Number:

   f) E-Mail Address:

   g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

   a) Name:

   b) Designation:

   c) Address:

   d) Phone Number:

   e) Fax Number:

5. In case of a Consortium:

   a) The information above (1-4) should be provided for all the Members of the Consortium.

   b) A copy of the Consortium Agreement, as envisaged in Clause 4.3.2 should be attached to the Technical Proposal.

   c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of the Member	Role {Refer Clause 4.3.2 (d)}	Percentage of equity in the Consortium {Refer Clauses 4.3.2 (a), (c) & (g)}
1.			
2.			

The following information shall also be provided for each Member of the Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the		

	[Central/ State] Government, or any entity controlled by it, from participating in any Project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Proposal		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past Projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Note:

Attach a copy of Proof of Registration / Incorporation, Memorandum of Association (MoA), Articles of Association (AoA), Trust Deed, Partnership Deed, GST Certificate, copy of Aadhar, PAN etc. as applicable.

Yours faithfully,

(Signature of the authorised signatory)

(Name and designation of the Authorised signatory)

Name and seal of Bidder / Lead Member

Form 3 – Financial Capacity of the Bidder

(On the Letterhead of the Bidder / Lead Member of the Consortium)

Bidder Type[1/]	Member Code[2/]	Proposed Equity Shareholding in Consortium (%)	Net Worth* (in INR) (as on 31st March 2026)
Single Entity Bidder			
Consortium Member 1			
Consortium Member 2			
Cumulative Net Worth			

**If audited financial statements for FY 2025-26 is not available, Bidder shall consider Net Worth requirement from previous financial year i.e. as on 31st March 2025.*

Yours faithfully,

(Signature of the authorised signatory)
(Name and designation of the Authorised signatory)
Name and seal of Bidder / Lead Member

Note:

1/: A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single Entity Bidder may be ignored.

2/: Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.

Instructions:

1. The Bidder should provide the Financial Capacity based on its own financial statements. Financial Capacity of the Bidder's parent agency/ firm or its subsidiary or any associate agency/ firm will not be considered for computation of the Financial Capacity of the Bidder.
2. The Bidder/ its constituent Consortium Members shall attach copy of Audited Financial Statements for last 3 (three) Financial years with Income tax returns.
3. Details of Calculation of Net Worth along with Auditors Certificate with valid UDIN have to be enclosed. In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.
4. For the purpose of this tender, "Net Worth" shall be calculated as the aggregate of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the accumulated losses, deferred expenditure, and miscellaneous expenditure not written off, as per the latest audited financial statements of the bidder or consortium member. The calculation shall comply with the applicable accounting standards and regulatory requirements.
5. For conversion of US Dollars to rupees, the rate of conversion shall be Rupees 95 (Ninety-Five) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Form 4 – Statement of Legal Capacity

(On the Letterhead of the Bidder / Lead Member of the Consortium)

Dated:

To,

The Chief Executive Officer
Raipur Development Authority
Bhakt Mata Karma Complex
New Rajendra Nagar, Raipur – 492006
Chhattisgarh, India

Subject: RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh

Dear Sir / Madam,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Proposal) satisfy the terms and conditions laid out in the RFP document.

We have agreed that.................................. (Insert member's name) will act as the Lead Member of our Consortium.**

We have agreed that................................(Insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of…………………………….

** Please strike out whichever is not applicable.

Form 5 – Financial Bid

(A blank copy of the signed Form needs to be submitted along with Technical Proposal. There should not be any indication of the financial quote filled anywhere except the e-procure portal)

Dated:

To,

The Chief Executive Officer
Raipur Development Authority
Bhakt Mata Karma Complex
New Rajendra Nagar, Raipur – 492006
Chhattisgarh, India

Subject: Financial bid for "RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh"

Sir,

Being duly authorised to represent and act on behalf of ____________________ (name of the Bidder) and having reviewed and fully understood all the requirements of Bid submission provided vide the RFP document dated ………. pertaining to **RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh**, we hereby provide our financial bid.

Upfront Lease Premium (over and above the Reserve / offset Price) in figure (INR) excluding GST and applicable taxes	**(Rates to be filled online only)**
Upfront Lease Premium (over and above the Reserve / offset Price) in words (Rupees) excluding GST and applicable taxes	**(Rates to be filled online only)**

1. We are ready to enter into an Agreement with the Authority in the event of being the Selected Bidder.
2. In compliance to the requirement of Clause 5.13 of RFP document and conditions mentioned in Lease Agreement, we hereby accept and agree to pay to the Authority the Upfront Lease Premium, Annual Lease Rent, Common Area Maintenance (CAM) Charges and Other Charges during the Lease Period.
3. We also agree to furnish Security Deposit as Bank Guarantee / FDR in favour of the Authority as indicated in the RFP document.
4. GST and any other Applicable taxes shall be payable by us separately.
5. We understand that the usage, maintenance and management of the Said Property would be as per the standards / specification mentioned in the Lease Agreement, the RFP document and in line with Good Industry Practice.

6. The Authority reserves the right to charge liquidated damages from us in the event of being the Selected Bidder in case of non-performance as laid out in the Lease Agreement and Bidding documents.
7. Until a formal Agreement is prepared and executed between us, this Bid, together with your LOA, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the Highest or any Bid that you may receive.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our Bid is found to be non-responsive, will be sufficient for the Authority to reject our Bid and forfeit our bid security in full.

Yours faithfully,

(Signature of the authorised signatory)

(Name and designation of the Authorised signatory)

Name and seal of Bidder Firm (Lead Member)

Form 6 – Bank Guarantee for Bid Security

[To be issued by any Nationalized Bank/Scheduled Banks in India]

From: …………………………………………………………………………

[Name and Address of Bank/ Financial Institution]

To,

The Chief Executive Officer
Raipur Development Authority
Bhakt Mata Karma Complex
New Rajendra Nagar, Raipur – 492006
Chhattisgarh, India

1. ……………………………………[Name of Bidder] (**“Bidder”**), has in response to a Request for Proposal (**“RFP”**) issued by Raipur Development Authority (RDA) (hereinafter referred to as **“Authority”**) submitted a proposal dated …………….. [date to be inserted] (the **“Proposal”**) for it to undertake the project of “RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh” (the **“Project”**).
2. …………………………………………………. [Name of Bank/Financial Institution] (the **“Guarantor”**) with its registered office at ………………………………….., unconditionally guarantees to pay the Authority upon first written demand and without deduction the sum of INR ___________________ (Rupees in words __________) (the **“Guaranteed Sum”**) subject to the conditions set out below.
3. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from the Authority which shall be final and conclusive as against the Guarantor requiring the Guarantor to make payment to the Authority. The written demand made shall specify the occurrence of one or more conditions set out in Clause 5 below and such demand notice shall constitute prima facie conclusive evidence of the occurrence of such events or conditions.
4. No underlying dispute as between the Authority and the Bidder, nor any pending Proposal for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to the Authority by the Guarantor and the existence of any disputes or differences or claims in arbitration or otherwise shall not constitute any ground for non-payment on this Guaranteed Sum.
5. The Authority shall notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, upon the Authority’s notification that:

   a. upon the occurrence of any of the conditions for default as set out in the Bidding Documents.

   b. there has been non-compliance of the conditions precedent as provided in the Lease Agreement, or as elsewhere referred to in the RFP documents/ Lease Agreement.

   Certification by the Authority of the occurrence of such event, shall be conclusive and binding on the bank/financial institution.
6. This Guarantee shall be valid for a period of 120 days from the Proposal due date as mentioned in Data Sheet.
7. The release of this Guarantee and its return will be exclusively notified by the Authority and in the event of the Authority requiring revalidation or extension of this Guarantee, the Guarantor has accepted and shall be obligated to make such extension in favour of the Authority for a

further minimum term of six (6) months and the Bidder is deemed to have made the request for such extension upon the execution and furnishing of this Guarantee in the first instance. The Guarantor shall not refuse such extension nor shall the Bidder be eligible to file any proceedings for stay or return of Guarantee for any reason whatsoever.

8. This Guarantee shall be valid and effective for enabling the Authority to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee. The Guarantor shall be obligated to make payment upon the Guarantee forthwith on demand if the claim is lodged within the claim validity period and the obligation to pay would be subject to normal limitation for payment of claims upon a guarantee. Time is of essence for payment and in the event of failure to make payment, the Guarantor shall be obligated to pay compound interest at Two Percent (2%) above the prime lending rate of the Guarantor institution, compounding quarterly in the event of the Guarantor‘s failure to make payment upon the Guarantee for any reason whatsoever. Payment of interest as provided would be no excuse for delayed payment or non-payment.
9. No change in the constitution of the Bidder, or of the Guarantor shall be a ground for release of the Guarantee and no variation in the RFP documents or the Lease Agreement made post selection of the Bidder, or post making of the Proposal, shall constitute a variation, which would, subject to the terms and conditions of this agreement, discharge the Guarantor. The Guarantor shall notwithstanding such change, be bound to make payment upon the Guarantee on demand.
10. The Guarantor agrees that it will not assign its obligations under this Guarantee without the prior written consent of the Authority. The Authority will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to the Guarantor and the assignee assumes in writing the obligations of the Guarantor under this Guarantee at the same time or before the assignment.
11. This Guarantee binds the Guarantor, its successors and permitted assigns.

SEAL OF [BANK/FINANCIAL INSTITUTION] ……………………………….

NAME OF [BANK/FINANCIAL INSTITUTION] ………………………………

SIGNATURE …………………………….

NAME …………………………………….

TITLE …………………………………….

DATE ……………………………………

Form 7 - Format for Power of Attorney for signing of bid

The Power of Attorney has to be executed on non-judicial Stamp paper of Rs. 100/- and duly notarised

Power of Attorney

Know all men by these presents, We, ____________ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. /Ms (Name), son/daughter/wife of ___________ and presently residing at ______________, who is [presently employed with our firm and holding the position of ___________, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **"RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh"** offered by "RDA"(the "**Authority**") including but not limited to signing and submission of all Bids and other documents and writings, participate in Bidders' and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Lease Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the Said Property and/or upon award thereof to us and/or till the entering into the Lease Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ____________, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____________DAY OF _________, 2026.

For

……………………………..…………………………..

(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firms / Company) /
Partner in case of Partnership Firms

Witnesses:

1.

2.

Notarized
Person identified by me/personally appeared before me/
signed before me/Attested/Authenticated*
(*Notary to specify as applicable)
(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary
Date …………………..

Accepted

…………………………………………

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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.*
- *Wherever required, the Bidder 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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Form 8 – Power of Attorney for Lead Member of the Consortium

(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than INR 100) and duly notarized)

WHEREAS THE RAIPUR DEVELOPMENT AUTHORITY (the "RDA") has invited bids for "**RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh**" Project (the "Project").

WHEREAS M/s ______________________________ and M/s__________________________________ (insert name and address and registered office of all the Members) have formed a Consortium to submit their Bid in response to the Bid for "**RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh**" Project issued by the RDA.

WHEREAS, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW YOU ALL BY THESE PRESENTS, that

M/s ______________ [name of the Company or other entities], a company incorporated under the Companies Act, 2013 (or relevant Law of the particular country where the company is incorporated)/ registered _____________, having its Registered Office at _________ [address of the company] (hereinafter referred to as "Other Member") do hereby nominate, constitute and appoint

M/s ______________ [name of the Company or other entities], a company incorporated under the Companies Act, 2013 (or relevant Law of the particular country where the company is incorporated)/ registered_____________, having its Registered Office at _________ [address of the company] (hereinafter referred to as "Lead Member") as its/their true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its/their name and on its/their behalf, that is to say:

1. To act as the Lead Member of the Consortium for the purposes of the Project;
2. In such capacity, to act as the Consortium's official representative for submitting the Bid for the Project and other relevant documents in connection therewith.
3. To sign, deliver and receive all papers for all proposals, offers, Project documents, necessary documents, Proposals, representations and correspondence necessary and proper for the purpose aforesaid;
4. To procure tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
5. To sign and execute contracts relating to the Project, including variation and modification thereto;
6. To represent the Consortium at meetings, discussions, negotiations and presentations with RDA, Government Authorities, Competent Authorities and other Project related entities;
7. To receive notices, instructions and information for and on behalf of the Consortium;
8. To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary or required or incidental for the purpose aforesaid.
9. To appoint any other person(s) as our Attorney(s) to do all or any of the above acts, deed and/or things or any other act, deed and/or thing which in the opinion of our said Attorney ought to be

done, executed or performed even if it has not been specifically mentioned hereinabove, and to cancel, withdraw, modify and/or revoke the powers conferred upon such attorney(s).

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney and/or delegated attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney and/or delegated attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF the Consortium Member(s) puts its/their hand and seal to this Power of Attorney on this [day, month & year]

FOR ______________________________

(Signature, Name & Title of the Other Member of the Consortium)

Name of the Person: ____________________________________

Company Seal:

Countersigned by the Authorized Signatory of the Lead Member of the Consortium

(Signature, Name & Title of the Other Member of the Consortium)

Name of the Person: ____________________________________

Company Seal:

Notarized
Name, Sign and Seal of the Notary

Witnesses:
1.
2.

(Executants)
(To be executed by all the Members of the Consortium)

Note:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2. *Also, wherever required, the Bidder 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.*

3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Form 9 – Consortium Agreement

(Refer Clause 4.3.2 (g))

(To be executed on Stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this the ……….. day of .... 20…….

AMONGST

1. ………………… having its registered office at ……….. (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. ………………….. having its registered office at ………… (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST AND SECOND, are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

A. Raipur Development Authority (RDA) having its office at Bhakt Mata Karma Complex, New Rajendra Nagar, Raipur – 492006, Chhattisgarh (India) (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the **"Proposals"**) by its Request for Proposal No. ………… dated ………… (the **"RFP"**) for selection of Bidder for **"Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh**" (the **"Project / Said Property"**).

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Proposal documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

1.1. In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1. The Parties do hereby irrevocably constitute a Consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a Special Purpose Company (the "**SPC**") under the Indian Companies Act 2013 solely for entering into a Lease Agreement with the Authority and for performing all its obligations as the Lessee in terms of the Lease Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

First Party:

Second Party:

(Please Specify Role of each Party such as Lead Member, Financial Member etc. for the Project)

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Lease Agreement.

6. Shareholding in the SPC

6.1. The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:

First Party:

Second Party:

6.2. The parties undertake that each of the members, whose experience (technical and financial capacity) will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six percent) or more of the paid up and subscribed equity of the SPC and the lead member shall hold majority share of at least 51% (fifty one percent) and further commit that their shall be no change in equity shareholding of any member for a period of 2 (two) years from the date of signing of Lease Agreement.

6.3. The Parties undertake that they shall collectively hold at least 51% (fifty-one percent) of the subscribed and paid-up equity of the SPC at all times during the tenure of Lease Agreement of the Project.

6.4. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and Lease Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect in accordance with the terms of the RFP and Lease Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1. This Consortium Agreement shall be governed by laws of {India}.

9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS CONSULTANCY AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of	For and on behalf of
PARTY OF THE FIRST PART	**PARTY OF THE SECOND PART**
By;	By;
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1. 2.

Notes:

- *The mode of the execution of the Consortium Agreement 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.*
- *Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Consortium Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

Form 10 - Affidavit

(On not less than Rs. 100/- stamp paper, notarized)

I / We, ……………………………… who is / are Authorized to sign and submit the proposal against your tender "**RFP for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh**" do hereby undertake as follows:

i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,

ii. any of our employee, personnel, representatives, sub-consultants, sub-Service Providers, Service Providers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,

iii. indemnify and compensate the Authority from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,

iv. our firm / company, M/s. ………………………….. and our Principal M/s. ………………………… are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.

If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the Authority including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Bidder (Lead Member)

Signed: ___________________________

Name: ___________________________

Designation: ___________________________

Date: ___________________________

(Notarized)

(Name, Title and Address of the Attorney)

Accepted

……………………………

(Signature)

Witnesses:

1. ……………………………

2. ……………………………

Duly Authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

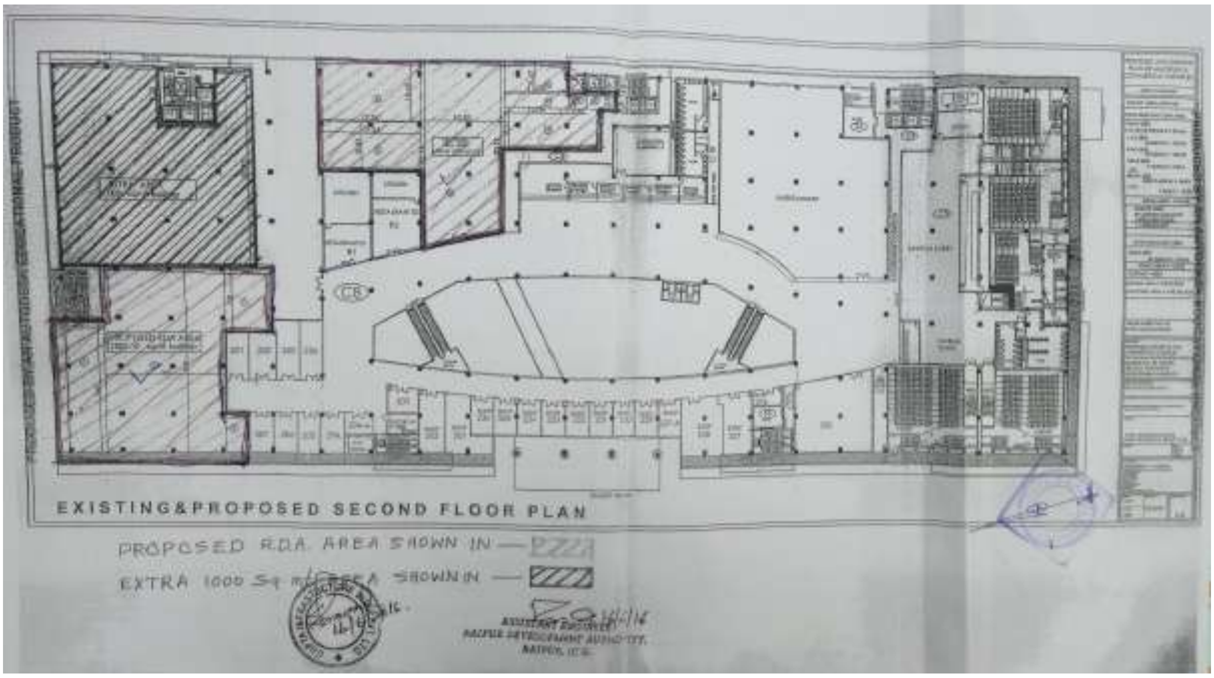
7. ANNEXURE

Annexure-1

Location Plan of City Centre Mall, Raipur, Chhattisgarh

Photograph of City Centre Mall, Raipur, Chhattisgarh

Indicative Plan of 2nd Floor, City Centre Mall, Raipur, Chhattisgarh



Note: *Bidders are advised to visit and inspect the property and satisfy themselves as to its location, area, condition, and any other factors deemed relevant prior to submitting their bid. RDA shall not be responsible or liable for any matter arising from the bidder's failure to conduct such due diligence.*

RAIPUR DEVELOPMENT AUTHORITY

DRAFT AGREEMENT
for
SALE OF COMMERCIAL PROPERTY (LEASEHOLD) ON 2ND FLOOR AT CITY CENTRE MALL, RAIPUR, CHHATTISGARH

Volume II: Draft Agreement

BETWEEN

RAIPUR DEVELOPMENT AUTHORITY

(hereinafter referred to as the "AUTHORITY / LESSOR")

AND

[NAME OF SELECTED BIDDER]

(hereinafter referred to as the "LESSEE")

Agreement No.: ___________ / RDA / 20___

Date of Execution: ______________________

NIT No. 17 dated 21.07.2026

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PREAMBLE AND RECITALS

THIS AGREEMENT FOR SALE OF COMMERCIAL PROPERTY (LEASEHOLD) ON 2nd FLOOR AT CITY CENTRE MALL, RAIPUR, CHHATTISGARH (hereinafter referred to as the "Agreement") is entered into on this ______ day of __________, 20___ (the "Execution Date"),

BY AND BETWEEN

RAIPUR DEVELOPMENT AUTHORITY, a nodal urban planning agency responsible for the infrastructure and real estate development of Raipur, having its principal office at Bhakt Mata Karma Complex, New Rajendra Nagar, Raipur – 492006, Chhattisgarh, India (hereinafter referred to as the **"Authority / Lessor"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, permitted assigns, and authorized representatives), represented herein by ___________________________, [Designation], duly authorized vide Resolution No. ________ dated _________;

AND

[NAME OF AGENCY], a [individual or any entity which is a registered Proprietorship Firm / Partnership Firm / Limited Liability Partnership Firm (LLP) / Private Limited Company / Public limited Company / Trust / Society / Corporation incorporated under relevant Act], having its registered office at ____ (hereinafter referred to as the **"Lessee"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns), represented herein by ___________________________, [Designation], duly authorized vide [Board Resolution / Authorization Letter] dated _________.

The Lessor and the Lessee are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS:

1. The Authority owns a commercial space of area **~10,839 sq.ft.** situated on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh, hereinafter referred to as the "Said Property".
2. The Authority, with a view to Lease out to the Selected Bidder, the Said Property, on "as is where is basis", in present condition as it is and "No Complaint basis only", issued a Request for Proposal (RFP) bearing Tender Reference No. __________ dated ____/___/20___, for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh.
3. In response to the aforesaid RFP, the Lessee submitted its Bid bearing reference ________ dated __________, and the Lessee was declared the Selected Bidder pursuant to the evaluation of Technical Bids and Financial Bids as per the terms of the RFP.
4. The Authority issued a Letter of Award (LOA) bearing No. __________ dated __________ to the Lessee, and the Lessee duly acknowledged the same within the stipulated time.
5. The Said Property together with all fixtures and fittings (if any) therein and appurtenant thereto shall be granted on Lease basis for commercial use (excluding banned list of usage as described in Schedule II), for a period of **30 (thirty) years** commencing from date of signing of Lease Agreement.
6. The Lessee has paid the Upfront Lease Premium amounting to INR ____________ (Rupees _______________________ only) excluding applicable GST based on chosen option _____ and Annual Lease Rent for first contract year amounting to INR ____________ (Rupees

______________________ only) excluding applicable GST thereon as applicable to be paid by Lessee, which shall be escalated at the rate of 15% (fifteen percent) at the end of every 3 (three) years (compounded) from the date of execution of Lease Agreement.

7. The Lessee has deposited the Security Deposit in the form of a Bank Guarantee / FDR bearing No. __________ dated __________ issued by ________________________ [Name of Bank] for an amount of Rs. ____________ (Rupees _______________________ Only), as required under the terms of the RFP and this Agreement.
8. The Lessee irrevocably agrees to make all payments including Upfront Lease Premium, Annual Lease Rent, CAM and Other Charges etc as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from the Lessor in this regard.
9. The Lessee has agreed to undertake the Lease of the Said Property strictly in accordance with the terms and conditions set out in the RFP and in this Agreement.
10. Now, in consideration of the mutual covenants, obligations and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to enter into this Agreement on the terms and conditions set forth hereunder.
11. The following documents shall be deemed to form an integral part of, and be read and construed together with, this Agreement:
    i. Letter of Award (LoA);
    ii. Lessee’s Bid/Proposal;
    iii. Request for Proposal (RFP), including all amendments, addenda, and clarifications;
    iv. Financial Proposal (BoQ) and
    v. Any other document specified in the Agreement as forming part of the Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

- "**Agreement**" means this Agreement for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh, including all Schedules, Annexures and amendments thereto.
- "**Annual Lease Rent**" is the amount paid annually by the Lessee to the Lessor as rental against the Said Property provided to the Lessee on Lease hold basis and as further governed by Clause 6 of this Agreement.
- "**Applicable Laws**" means all statutes, regulations, rules, orders, circulars, notifications, or directives having the force of law issued by any Government Instrumentality applicable to the Said Property, Project Site or the Parties from time to time.
- "**Applicable Permits**" means all licenses, permits, consents, approvals, registrations, no-objection certificates, and other authorizations required under Applicable Laws for operation and maintenance of the Said Property.
- "**Appointed Date**" means the date on which the Authority hands over the Said Property to the Lessee.
- "**Bidder**" means individual or any entity which has participated in the RFP. 'Bidder' shall also mean and include 'Tenderer' or similar terms which convey the same meaning.
- "**Bid / Proposal**" means the Bid / Proposal submitted by the Lessee in response to the RFP, including Technical Bid and Financial Bid.
- "**Bid Security / EMD**" means the irrevocable and unconditional Bank Guarantee, Fixed Deposit Receipt (FDR) or online transfer through RTGS / NEFT of requisite amount submitted by the Lessee along with its Bid to the Authority.
- "**Consortium**" means the Consortium of Bidders who has bided as a Bidder acting in concert with each other for participating in the Transaction in accordance with the RFP.
- "**Consortium Agreement**" means the agreement executed amongst the Consortium Members specifically for purposes of the Transaction in accordance with the RFP in the format for Consortium Agreement specified in the RFP.
- "**Consortium Members**" means the members of the Consortium, formed by the Bidder for purposes of the Transaction in accordance with the RFP and include members who have submitted the format for Consortium Agreement specified in the RFP.
- "**Contract Year**" means a period of 12 calendar months commencing from the date of signing of Lease Agreement or any anniversary thereof.
- "**Damages**" means any loss, cost, charge, expense, claim, penalty, or liability, whether direct or indirect, suffered or incurred by a Party.
- "**Encumbrances**" means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Said Property.

- "**Good Industry Practice**" means the exercise of the degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced Lessee engaged in the leasing, operation, management, and maintenance of a property of similar type, size, and complexity.
- "**Government**" means the Government of India or the Government of Chhattisgarh, as the case may be.
- "**Government Instrumentality**" means any ministry, department, board, authority, corporation, commission or agency of the Government of India or of any State/UT Government.
- "**INR**" or "**Rs.**" means Indian National Rupees, the lawful currency of the Republic of India.
- "**Lease**" means the Lease rights granted by the Lessor to the Lessee for commercial activity (excluding banned list of usage as described in Schedule II), at Said Property situated on the 2nd Floor at City Centre Mall, Raipur, Chhattisgarh based on the terms and conditions of the Lease Agreement and RFP.
- "**Lease Agreement**" means this contractual agreement by which Lessor conveys the Said Property to the Lessee, for a limited period, subject to various conditions, in exchange for Upfront Lease Premium, Annual Lease Rent and any other applicable payments, but still retains ownership.
- "**Lease Period**" means the period of 30 (thirty) years commencing from the date of signing of Lease Agreement.
- "**Lease Premium**" means the amount payable by the Lessee to the Lessor as per terms and conditions of the RFP and Lease agreement along with GST and any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the Lessee as per prevalent law.
- "**Lessee**" means [Name of Lessee], the selected Bidder, who has executed the Lease Agreement with the Lessor pursuant to the conclusion of the bidding process and includes its successors-in-interest and permitted assigns for carrying out commercial activities (excluding banned list of usage as described in Schedule II) at Said Property.
- "**Lessor / Authority**" means Raipur Development Authority and includes its successor(s) and assigns.
- "**Letter of Award**" or "**LOA**" means the letter issued by the Authority to the Selected Bidder or Lessee conveying the intention to award the Project.
- "**Maintenance Requirements**" means the standards, specifications and obligations for maintenance of the Said Property as set out in Schedule I of this Agreement and as per Good Industry Practice.
- "**RDA**" means Raipur Development Authority.
- "**RFP**" means the Request for Proposal bearing Tender Reference No. __________ dated ____/___/20___, issued by the Authority for Sale of Commercial Property (Leasehold) on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh, including all addenda, corrigenda and clarifications thereto.
- "**Said Property**" means Commercial Space of **~10,839 sq.ft.** situated on 2nd Floor at City Centre Mall, Raipur, Chhattisgarh.

- "**Selected Bidder**" means the Bidder / Lessee who has been selected by the Lessor, pursuant to the Bidding Process for award of Lease and to whom the LOA was issued.
- "**Security Deposit**" means the irrevocable and unconditional Bank Guarantee or FDR, submitted by the Lessee, of requisite amount issued by a scheduled bank located in India in favour of Chief Executive Officer, RDA with validity of 3 (three) months beyond the Lease period.
- "**Taxes**" means and includes all applicable taxes, fees, duties, levies, cesses, GST and other statutory charges, as may be levied by any Government Instrumentality from time to time.

The capitalised terms not specifically defined in this Agreement shall have the meaning as ascribed to them in the RFP.

1.2 Principles of Interpretation

In this Agreement, unless the context otherwise requires:

a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into here under;

b) words referring to a **"person"** shall be construed as a reference to any individual, firm, company, corporation, society, trust, or any association;

c) the table of contents, headings or sub-headings in this Agreement are for the convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

d) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases;

e) any reference to any period of time shall mean a reference to that according to the Indian Standard Time;

f) any reference to a day shall mean a reference to a calendar day;

g) any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;

h) references to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which banks in Raipur are generally open for business;

i) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

j) the words importing singular shall include plural and vice versa;

k) references to any gender shall include the other and the neutral gender;

l) "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);

m) references to the "**winding-up**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

n) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause shall not operate so as to increase liabilities or obligations of the Lessor hereunder or pursuant hereto in any manner whatsoever;

o) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;

p) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

q) time shall be of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.3 Measurement and Arithmetic Conversions

All measurements and calculations shall be in the metric system and the calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of Agreements and Errors/Discrepancies

This Agreement, and all other Agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

(a) this Agreement

(b) Letter of Award

(c) Written clarifications and addenda issued

(d) RFP Document

(e) all other agreements and documents forming part hereof;

i.e., the agreement at (a) above shall prevail over the agreements and documents at (b), (c), (d) and (e) above.

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail; between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(c) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and between any value written in numerals and that in words, the latter shall prevail.

2. NATURE AND SCOPE OF THE AGREEMENT

2.1 Grant of Lease

2.1.1 Subject to the terms and conditions of this Agreement, the Authority hereby grants to the Lessee, and the Lessee hereby accepts a lease, to access, use, operate, maintain and manage the Said Property for the purposes of commercial operations, during the Lease Period.

2.1.2 The Lease granted herein is personal to the Lessee and shall not be construed as creating any title in favour of the Lessee in respect of the Said Property or any part thereof. The Authority shall, at all times, retain full and absolute ownership of the Said Property and all immovable assets forming part thereof.

2.1.3 The Lessee shall have the exclusive right to use, operate, maintain and manage the Said Property during the Lease Period, subject to compliance with the terms of this Agreement and Applicable Laws.

2.1.4 The Said Property shall be handed over for commercial activities (except for banned activities/ negative list as per Schedule II) on the date of signing of Hand Over Note as per Schedule III (“**Appointed Date**”). The Lessor’s representative and Lessee’s representative within 15 (fifteen) days of execution of this Agreement, on a mutually agreed date and time undertake the handover process of the Said Property.

2.2 Scope of Work

The Lessee shall, at its own cost, risk and expense, carry out the following activities:

- Operate, maintain and manage the Said Property and all associated facilities in accordance with Good Industry Practice and the standards applicable to leased commercial property.
- Comply with all Commercial Terms as per Clause 6 within the stipulated timeframe.
- Obtain all Applicable Permits required for the use of the Said Property including trade license, GST registration, fire safety certificate, and all other statutory registrations, licenses, permits etc.
- Ensure maintenance of the Said Property, including built structures, common public areas, furniture and fixtures, electrical installations etc. and all movable assets, in good condition throughout the Lease Period.
- Insure Said Property, furniture and other assets against fire, riots, and other insurable risks as required under Clause 9.
- Maintain proper books of accounts in accordance with applicable accounting standards and get the same audited by a statutory auditor on an annual basis.
- Comply with all Applicable Laws, including labour laws, environmental laws, and all other statutory requirements.

- Pay all applicable Taxes, including GST, fees, levies and other statutory charges related to the Said Property in a timely manner.
- Not encroach up common areas/ circulating areas or any other space and restrict operation within the Said Property.

2.3 What is Excluded

The Lessee shall NOT be entitled to:

- Make any additions, alterations or major civil or structural modifications to the existing Said Property or any part thereof without prior written consent of the Authority.
- Mortgage, hypothecate, charge, or encumber the Project Site, Project Facilities or any rights under this Agreement in any manner whatsoever.
- Undertake any activity which is under banned list of usage as described in Schedule II.

Any arrangement made in contravention of the above provisions shall be deemed null and void ab initio.

2.4 Renovation, Minor Repairs and Maintenance Works

2.4.1 The Lessee may carry out renovation and furnishing, minor repairs and routine maintenance work on the Said Property under prior written intimation to the Authority. Such works shall not alter the structural character of the Said Property and shall be carried out at the Lessee's own cost, after obtaining required permissions, NOCs etc and strictly following the safety procedure. The Lessee shall be responsible for all the costs of removing debris from the Said Property and premises and shall also be responsible for all damages of other properties / common areas of the City Centre Mall during the process of such renovation. Any structural or major civil work shall require prior written approval of the Authority.

2.4.2 The Lessee shall bear all the cost of any initial or subsequent renovation, repairs and maintenance including whitewashing/paint within the leased Said Property.

3. CONDITIONS PRECEDENT

3.1 Conditions Precedent to Obligations of Both Parties

The obligations of both Parties under this Agreement shall be conditional upon and subject to the fulfilment of the following conditions precedent:

Conditions Precedent of the Lessee

- The Lessee shall have deposited the Security Deposit as required under Clause 7 of this Agreement.
- The Lessee shall have paid the quoted Upfront Lease Premium (either full amount or 1st installment, as per chosen option) and Annual Lease Rent for the first contract year as specified in Clause 6 of this Agreement.
- The Lessee shall have provided certified copies of its incorporation documents, board resolutions and other authority documents as required by the Authority.

Conditions Precedent of the Authority

- Handover of the Said Property to the Lessee on an "as is where is basis", in present condition as it is and "No Complaint basis only".

- Grant of valid Lease rights over the Said Property, free from encumbrances.
- No material obstruction or interference affecting Lessee's use of Said Property.

3.2 Deemed Satisfaction

The conditions precedent under Clause 3.1 shall be deemed to have been satisfied upon the Authority issuing a written confirmation to that effect. Upon such confirmation, the Appointed Date shall be notified by the Authority in writing.

4. LEASE PERIOD

4.1.1 The Lease Period under this Agreement shall be 30 (thirty) years commencing from the date of signing of Lease Agreement, unless earlier terminated in accordance with the terms of this Agreement.

4.1.2 The Lessee shall have no right to claim extension of the Lease Period.

5. HANDOVER OF SAID PROPERTY

5.1 Handover by the Authority

5.1.1 The Authority shall hand over the Said Property to the Lessee on the Appointed Date on an "as is where is basis", in present condition as it is and "No Complaint basis only", complete with all immovable assets, furniture, interiors and fit-outs, if any, forming part of the Said Property.

5.1.2 The Lessee acknowledges and agrees that it has carried out its own due diligence, surveys, and inspection of the Said Property prior to execution of this Agreement and is satisfied with the condition, title, ownership and physical state thereof. The Authority makes no representation or warranty, express or implied, regarding the quality, condition, merchantability, or suitability of the Said Property.

5.1.3 A Handing Over Note shall be prepared and signed by authorized representatives of both Parties at the time of handover, documenting the condition and inventory of the Said Property as per Schedule III.

5.2 Obligations of the Authority at Handover

At the time of handing over the Said Property, the Authority shall:

- Hand over the Said Property free from all Encumbrances.
- Ensure that no barriers are erected or placed on or around the Said Property by any Government Instrumentality, except for reasons of safety, emergency, national security or law and order.
- Upon written request from the Lessee, provide reasonable assistance in obtaining access to necessary infrastructure facilities and utilities, including water and electricity, at rates no less favorable than those generally available to comparable commercial customers.
- Upon written request from Lessee, provide reasonable support and assistance in procuring Applicable Permits required from any Government Instrumentality, subject to the Lessee submitting complete applications in a timely manner.

5.3 Handover by the Lessee on Expiry/Termination

5.3.1 Upon expiry of the Lease Period, or upon earlier termination of this Agreement for any reason, the Lessee shall:

- Peacefully hand over vacant and quiet possession of the Said Property to the Authority within 15 (fifteen) days from the date of expiry of Lease Agreement or early termination.
- Hand over the Said Property in the same condition as received at the start of the Lease Period, subject to fair wear and tear.
- Ensure that the Said Property is free from all encumbrances, claims, liabilities and outstanding dues at the time of handover.
- Remove all movable items brought by the Lessee during the Lease Period. The Lessee shall not be entitled to remove any immovable assets, fixtures, or fittings forming part of the Said Property.
- After the end of 15 (fifteen) days period, the Lessor shall take over the possession of the Said Property and all the belongings/ inventory/ installations/ fittings/ goods etc. shall be evacuated and vested in the Lessor at Zero/Nil value. Further Lessor shall be free to dispose of these goods by any procedure as deemed fit. The Lessee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future.

5.3.2 A Taking Over Note shall be prepared and signed by authorized representatives of both Parties at the time of handover by the Lessee, documenting the condition and inventory of the Said Property as per Schedule IV.

5.3.3 Any damage to the Said Property (beyond fair wear and tear) identified at the time of handover by the Lessee shall be assessed and the cost of restoration shall be deducted from the Security Deposit or recovered from the Lessee as Damages.

6. COMMERCIAL TERMS

6.1 Upfront Lease Premium

6.1.1 In consideration of the Lease rights granted under this Agreement, the Lessee shall pay to the Authority an Upfront Lease premium as per the Financial Bid submitted by the Lessee during the bidding process, which is INR _____________ (Rupees _________________ Only) (excluding GST and applicable Taxes).

6.1.2 The Upfront Lease Premium shall be exclusive of GST and all applicable Taxes which shall be payable by the Lessee over and above the quoted Upfront Lease Premium.

6.2 Payment and Options to Pay Upfront Lease Premium

6.2.1 The Selected Bidder / Lessee shall pay the quoted Upfront Lease Premium, over and above the Reserve Price, plus GST and applicable Taxes as per following options:

Option 1: 100% On or before signing of Lease Agreement; **OR**

Option 2: in 4 (four) equal instalments within the following timelines from the date of signing of Lease Agreement (including the date of signing):

Instalment	Percentage of Lease Premium	Due Date	Amount
First	25%	On or before	25% of Lease Premium

		signing of Lease Agreement	
Second	25%	Within 4 months	25% of Lease Premium plus interest @ 10% on the total outstanding amount of Lease Premium (Cumulative amount of Second, Third & Fourth instalments) for the period from date of Payment of First Instalment to the actual date of payment of Second Instalment, plus GST and applicable Taxes thereon.
Third	25%	Within 8 months	25% of Lease Premium plus interest @ 10% on the total outstanding amount of Lease Premium (Cumulative amount of Third & Fourth instalments) for the period from date of Payment of Second Instalment to the actual date of payment of Third Instalment, plus GST and applicable Taxes thereon.
Fourth	25% *less* EMD deposited	Within 12 months	25% of Lease Premium plus interest @ 10% on the total outstanding amount of Lease Premium (amount of Fourth instalments) for the period from date of Payment of Third Instalment to the actual date of payment of Fourth Instalment, plus GST and applicable Taxes thereon.

Note:

a) The Selected Bidder / Lessee shall intimate the Authority about the chosen option along with LOA.

b) All applicable taxes / duties / levies / GST etc. shall be paid extra by the Selected Bidder / Lessee in addition to the quoted / offered Upfront Lease Premium.

c) The payment shall be made to RDA through RTGS / NEFT. If the last date of payment is a holiday, the next working day shall be treated as the last date of payment.

d) The Bank details of RDA for deposit of Lease Premium and Annual Lease Rent are as follows:

Beneficiary Name	CEO RDA POOL ACCOUNT
Bank's name	HDFC Bank
Account Number	50100511740266
Branch and Address	Ground Floor, Shubham Corporate, Telibandha Square, Ring Road, Raipur 492006 (C.G.)
IFSC	HDFC0005083
GST No.	22AAALR0107R1Z1
PAN	AAALR0107R

6.2.2 The total Lease Premium is to be paid within 1 (one) year from the date of signing of Lease Agreement along with payment of 1st (first) instalment in case Option 2 is choose by the

Selected Bidder / Lessee. An extension of up to 3 (three) months beyond the stipulated deadline for payment of 2nd (second), 3rd (third) and 4th (fourth) Instalment as mentioned above, may be granted on written request of the Lessee to RDA, provided the Lessee pays simple interest at the rate of 12% (twelve percent) per annum for 1st Month of delay, 18% (eighteen percent) per annum for 2nd Month of delay and 24% (twenty-four percent) per annum for 3rd Month of delay to be paid along with the due Instalment amount, plus GST and applicable Taxes. The interest shall be calculated for the number of days of extension availed by the Lessee. Such interest amount will be considered to be a reasonable pre-estimate of the damages on account of late payment by the Lessee.

Full due Instalment along with interest amount needs to be paid in one go and any part-payment will not be accepted during the aforesaid extended period.

If the due Instalment is not paid during the extended period along with aforesaid interest, then the Lease Agreement is liable to be terminated and the EMD amount or Security Deposit, as the case may be, and all other payments made by the Lessee lying in any form with RDA shall be forfeited without prejudice to the right of RDA to dispose of the Said Property, in any manner at its sole discretion. RDA shall not bear any responsibility for delay in submission of payment by the Selected Bidder / Lessee on account of not getting or delay in financial assistance from Banks / financial institutions / others etc.

6.2.3 **Selected Bidder's / Lessee inability to pay the Lease Premium**: In the event Selected Bidder / Lessee is an individual or proprietorship firm and is unable to pay the complete Lease Premium amount for the Said Property as per the terms of the RFP and Lease Agreement for any such reason as the death of the individual or proprietor, it shall be the responsibility of his / her legal heir / assignees (successor) to adhere to the terms of RFP and Lease Agreement and pay the complete Lease Premium in accordance to the RFP and Lease Agreement terms.

6.3 Annual Lease Rent

6.3.1 In addition to the payment of Upfront Lease Premium, the Lessee shall pay an Annual Lease Rent of 0.5% (zero-point five percent) of the quoted / offered Lease Premium plus GST and applicable Taxes, every year till the end of the Lease Period. This Annual Lease Rent will be escalated at the rate of 15% (fifteen percent) at the end of every 3 (three) years (compounded) from the date of execution of Lease Agreement. The account details for payment of Annual Lease Rent are provided in Clause 6.2.1.

6.3.2 The payment of Annual Lease Rent shall commence from the date of execution of Lease Agreement and shall continue to be paid every year in advance at the beginning of each contract year till the expiry of the term of the Lease Agreement. However, the Annual Lease Rent for the first contract year shall be payable in advance at the time of signing of the Lease Agreement.

6.3.3 In case of failure to deposit the Annual Lease Rent by the due date, simple interest at the rate of 18% (eighteen percent) per annum shall be charged on the due amount of applicable Annual Lease Rent for each day of delay. Such interest amount will be considered to be a reasonable pre-estimate of the damage that RDA will suffer on account of late payment by the Lessee.

6.4 Common Area Maintenance (CAM) Charges

The Lessee shall pay Common Area Maintenance (CAM) Charges as fixed for the Said Property with escalations, if any, and in such manner as decided by the management of the

City Centre Mall from the date of signing of Lease Agreement. The Common Area Maintenance (CAM) Charges may be paid directly to the management of the City Centre Mall or as directed by RDA.

6.5 Other Charges

6.5.1 The Lessee shall, with effect from the date of execution of Lease Agreement pay all outgoings, cess, taxes (including municipal taxes, property tax etc), levies, import duties, fees (including any license fees), rates and other user charges whatsoever and all increases thereto (including those applicable for existing utility connections and any other dues, assessments or outgoings payable in respect of use of the Said Property (including new utility connections obtained by it, if any) or in respect of the materials stored therein which may be levied by any Government Authority during the entire Lease period. RDA shall not be liable to pay the same. If the Lessee fails to pay any of the above charges, RDA shall be entitled but not be obliged to pay the same and will be entitled to receive such amounts paid by RDA from the Lessee along with simple interest at the rate of 24% (twenty-four percent) per annum.

6.5.2 The Lessee shall bear all the cost (stamp duties, registration etc) required for the execution of this Lease Agreement.

6.6 Miscellaneous

In the event the Selected Bidder / Lessee fails to pay the Security Deposit, Upfront Lease Premium, Annual Lease Rent, Common Area Maintenance (CAM) Charges and Other Charges as given in Clauses 6.1 to 6.5 above within the stipulated period, the Authority would be entitled to forfeit the Bid Security / Security Deposit, as the case may be, of the Selected Bidder / Lessee towards recovery of the same, in part or whole, without prejudice to any other right or remedy that may be available to the Authority. The decision of the Authority in this regard shall be final and binding.

7. SECURITY DEPOSIT

7.1 Security Deposit

7.1.1 The Selected Bidder shall submit a Security Deposit in the name of the Chief Executive Officer, RDA, prior to signing of the Lease Agreement in the form of an irrevocable & unconditional Bank Guarantee or FDR issued by a Scheduled/ Nationalised bank having its branch in Raipur. The Security Deposit shall be for an amount equivalent to as stated in the Data Sheet of RFP with validity of 3 (three) months beyond the Lease period.

7.1.2 Security Deposit shall be retained till the completion of Lease Period and shall be released after 3 (three) months from the end of Lease Period, and no interest shall be paid on the same by the Authority. The Security Deposit shall be encashed at the sole discretion of the Authority towards any liquidated damages, dues, penalties etc that may be payable by the Selected Bidder / Lessee to the Authority and/or against termination eventualities attributed to the Lessee, under the terms of the RFP and/or Lease Agreement.

7.1.3 In case of deduction of any amount from the Security Deposit or revision in the Annual Lease Rent, the Lessee shall replenish the Security Deposit to the extent the amount is debited or increase in the Annual Lease Rent within 15 (fifteen) days period, failing which, it shall be treated as default on the part of the Lessee and may lead to cancellation of the Lease

Agreement. It shall be the responsibility of the Lessee to ensure the renewal and validity of the Security Deposit throughout the Lease Period.

7.2 Invocation of Security Deposit

7.2.1 The Authority shall be entitled to invoke, encash and appropriate the Security Deposit, in whole or in part, upon occurrence of any of the following events:

- Default by the Lessee in payment of Upfront Lease Premium, Annual Lease Rent or any other amounts payable under this Agreement.
- Termination of this Agreement on account of Lessee's default.
- Any breach of the terms and conditions of this Agreement by the Lessee resulting in loss, damage or liability to the Authority.
- Failure to hand over the Said Property in the required condition upon expiry of Lease Period or early termination.
- Any other event constituting a default by the Lessee or towards any Liquidated Damages that may be payable by the Lessee to the Lessor under this Agreement.

7.2.2 The Authority's right to invoke the Security Deposit shall be without prejudice to any other right or remedy available to the Authority under this Agreement or Applicable Laws.

7.3 Return of Security Deposit

7.3.1 The Security Deposit shall be returned to the Lessee, without interest, after adjustment of all outstanding dues, penalties, claims and liabilities (if any), after 3 (three) months from the later of: (a) the expiry of the Lease Period; or (b) the completion of all obligations of the Lessee under this Agreement, including final handover of the Said Property.

8. OBLIGATIONS OF THE PARTIES

8.1 Obligations of the Lessee

The Lessee shall, throughout the Lease Period, fulfil and comply with the following obligations:

8.1.1 **Operation and Maintenance Obligations**

- Use Said Property for commercial activity (excluding banned list of usage as described in Schedule II).
- Operate, maintain and manage the Said Property in accordance with Good Industry Practice and applicable byelaws / standards.
- Maintain the Said Property including the built structures, common public areas, furniture and fixtures, electrical installations etc. and all movable assets, in good condition throughout the Lease Period.
- Carry out periodic preventive maintenance, routine repairs and replacement of worn-out fixtures and fittings as necessary. Any defective, weak, or corroded fitting or structure should be replaced immediately with a new proper structure. In case of any incident/ injury caused due to an error/ omission attributable on the part of Lessee, the Lessee shall be solely responsible and liable for the same.

- Ensure that the built structure is not damaged, defaced or altered without prior written consent of the Authority.
- Ensure all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/ fires. Any instructions in this regard by the Lessor authorized representative must be complied with.
- Maintain hygiene and cleanliness standards as required under applicable laws.
- Compensate the Authority for any damage caused to the Said Property beyond fair wear and tear.

8.1.2 **Financial Obligations**

- Pay the Upfront Lease Premium (as per chosen option), Annual Lease Rent (in advance at the beginning of each Contract Year), CAM Charges, Other Charges, penalty, damage or any other dues within prescribed timelines as specified in specified in Clause 6.
- Pay all applicable taxes, including GST, fees, levies and statutory charges in a timely manner.
- Bear all operating expenditure associated with Said Property.
- Maintain proper books of accounts.

8.1.3 **Compliance Obligations**

- Obtain and maintain all applicable permits necessary approvals, clearances and sanctions from the competent authorities for intended commercial activities or infrastructure facilities required for operation at the Said Property including fire safety certificate, trade license and all other statutory licenses and registrations.
- Comply with all applicable laws, including labour laws, minimum wage requirements, environmental regulations, and all other statutory requirements.
- Not engage in any corrupt, fraudulent, coercive, unfair or restrictive practices as defined in Clause 14.
- Disclose all actual and potential conflicts of interest to the Authority promptly.
- Not assign, transfer or encumber any rights under this Agreement without prior written consent of the Authority.
- Not to permit any person, claiming through or under the Lessee, to create or place any encumbrance or security interest over all or any part of leased Said Property, or on any rights of the Lessee therein or under this Agreement.
- Obtain and maintain police verification records of all employees, staff, and other persons deployed or associated with Said Property. Lessee shall ensure that no person is engaged or permitted to work at the Said Property without undergoing police verification in accordance with Applicable Laws and requirement of local police authorities.
- Obtain and maintain, at its own cost, adequate insurance coverage as detailed in Clause 9 and as required under Applicable Laws or reasonably required for the operation of Said Property throughout the Lease Period. The Lessee shall, upon request, provide copies of insurance policies and proof of premium payments to the Authority.
- Hand over the leased Said Property to Lessor upon expiry or early termination of the Agreement.

- The Lessee shall be solely and primarily responsible to Lessor for observance of all the provisions of this Lease Agreement on behalf of the Lessee, its employees, representatives, agents and any person acting under or for and on behalf of the Lessee.

8.1.4 **Reporting Obligations**

- Provide the Authority with access to the Said Property for inspection at any reasonable time, with prior notice.
- Promptly notify the Authority of any accidents, incidents or events that may materially affect the Said Property.

8.2 Obligations of the Authority

The Authority shall, throughout the Lease Period, fulfil and comply with the following obligations:

8.2.1 **Handover and Access**

- Hand over the Said Property to the Lessee on the Appointed Date in accordance with Clause 5.
- Transfer the Said Property on Lease Basis, free from all Encumbrances.
- Ensure that no barriers are erected or placed on or around the Said property by any Government Instrumentality, except for reasons of safety, emergency, national security, or law and order.

8.2.2 **Support and Assistance**

- Upon written request from the Lessee, provide reasonable assistance in obtaining access to necessary utilities, including water and electricity, at rates not less favorable than those generally available to comparable commercial customers.
- Upon written request from the Lessee, provide reasonable support and assistance in procuring Applicable Permits from Government Instrumentalities, subject to the Lessee submitting complete applications in a timely manner.

8.2.3 **Non-Interference**

- Not interfere with the day-to-day operations, management and commercial activities of the Lessee, provided the Lessee complies with the terms of this Agreement.

9. INSURANCE

9.1 Insurance Obligations of the Lessee

9.1.1 The Lessee shall, at its own cost and expense, obtain and maintain during the entire Lease Period, the following insurance policies from a reputed and licensed insurance company:

- **Fire and Allied Perils Insurance:** The structure, furniture, fixtures, fittings and other assets forming part of the Said Property shall be insured against fire, explosion, lightning, riots, civil commotion and such other allied perils.
- **Public Liability Insurance:** Insurance against claims arising from death, injury or property damage suffered by third parties (including visitors and guests) in connection with the operation at the Said Property.

- **All Risks / Comprehensive Insurance:** For all movable assets and equipment owned or brought by the Lessee.
- Such other insurance as may be required under Applicable Laws or as may be reasonably required by the Authority.

9.1.2 The Lessee shall ensure that all insurance policies:

- Name the Authority as an additional insured or co-insured, as applicable.
- Are kept valid and in full force throughout the Lease Period.
- Are renewed at least 30 (thirty) days before expiry.

9.1.3 The Lessee shall submit copies of all insurance policies and renewal receipts to the Authority within 15 (fifteen) days of procurement/renewal. Failure to maintain required insurance shall constitute a material default under this Agreement.

9.2 Authority's Rights on Default

If the Lessee fails to procure or maintain any required insurance, the Authority shall have the right, but not the obligation, to procure such insurance and recover the cost thereof from the Lessee by way of deduction from the Security Deposit or as Damages.

10. REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of the Lessee

The Lessee represents and warrants to the Authority that, as on the date of execution of this Agreement and on the Appointed Date:

- It is duly incorporated/registered and validly existing under the laws of India, and has full legal capacity, power and authority to execute, deliver and perform its obligations under this Agreement.
- The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate/board/partnership resolutions and consents.
- This Agreement constitutes the legal, valid and binding obligation of the Lessee, enforceable against it in accordance with its terms.
- No litigation, arbitration, administrative proceeding or investigation is pending or threatened against the Lessee that could materially affect its ability to perform its obligations under this Agreement.
- The Lessee is not blacklisted, debarred, or terminated from any contract by any Government or Government authority in the last 3 (three) years.
- The Lessee has the required Net Worth and meets all eligibility criteria as specified in the RFP.
- The information, documents and representations made by the Lessee during the bidding process are true, accurate and complete in all material respects.
- The Lessee has made full disclosure of all actual and potential conflicts of interest and is not in breach of any such obligations.
- The Lessee has conducted its own due diligence with respect to the Said Property and all matters affecting the Project.

10.2 Representations and Warranties of the Authority

The Authority represents and warrants to the Lessee that, as on the date of execution of this Agreement:

- It has full legal capacity and authority to enter into this Agreement and to grant the Lease as provided herein.
- The Said Property is owned by the Authority and is free from all Encumbrances as on the date of this Agreement.
- The execution of this Agreement has been duly authorized by all necessary governmental/administrative approvals.
- There are no subsisting orders, judgments or directives from any court or authority that would prevent the handing over of the Said Property to the Lessee.

11. INDEMNIFICATION AND LIABILITY

11.1 Indemnification by the Lessee

The Lessee shall indemnify, defend and hold harmless the Authority and its officers, employees, agents and representatives, from and against all losses, damages, costs, charges, claims, actions, proceedings, penalties, fines and liabilities (including reasonable legal fees) arising out of or in connection with:

- Any breach of the terms and conditions of this Agreement by the Lessee.
- Any negligence, misconduct or wrongful act or omission of the Lessee or its employees, agents or contractors.
- Any third-party claim arising from injury, death or property damage in connection with the operation of the Said Property by the Lessee.
- Any violation of Applicable Laws by the Lessee.
- Any claim by a third party for infringement of intellectual property rights arising from the Lessee's use of the Said Property.
- Any failure to pay Taxes, statutory dues or other statutory obligations by the Lessee.

11.2 Indemnification by the Authority

The Authority shall indemnify the Lessee against any losses or damages arising directly from any breach by the Authority of its representations, warranties, or obligations expressly set out in this Agreement.

11.3 Limitation of Liability

Neither Party shall be liable to the other for any indirect, consequential or punitive losses or damages.

12. EVENTS OF DEFAULT

12.1 Lessee Default

Each of the following events shall constitute a Lessee Default:

- If the Lessee has failed to perform or discharge any of its obligations in accordance with the provisions of Lease Agreement, unless such event has occurred due to reasons solely attributable to the Lessor without any contributory factor of the Lessee.
- If the Lessee fails to pay the Upfront Lease Premium, Annual Lease Rent, CAM Charges, Other Charges, penalty or damage herein specified or any other dues to be paid by the Lessee to the Lessor or any Government Authority / other entity by the stipulated date during the entire Lease period.
- The Lessee does not maintain the Security Deposit or comprehensive / other insurance as provided in this Agreement
- Found to be violating the list of banned usage as per Schedule II or using, permitting, or allowing the Said Property, in whole or in part, to be used for activities which are banned / not permitted under applicable laws.
- If the Lessee has created any encumbrance, charges or lien in favour of any person or agency, over the leased Said Property, save and except as otherwise expressly permitted under this Agreement.
- If the Lessee makes any change in ownership of SPC / Lease by sale, merger or acquisition which is in contravention with the provision of this Agreement and RFP.
- Making any unauthorized structural additions, alterations or modifications to the Said Property.
- In case of a serious accident caused due to the negligence of the Lessee, resulting in injury or death of visitors / employees or loss to Lessor's property.
- Material breach of any other term or condition of this Agreement, which remains unremedied for 30 (thirty) days after receipt of notice from the Authority.
- Insolvency, liquidation, winding up or appointment of a receiver/liquidator over the assets of the Lessee by a competent court.
- If the Lessee is in persistent non-compliance of the written instructions of officials authorized by the Lessor.
- If the Lessee engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement including engaging in corrupt, fraudulent, coercive, unfair or restrictive practices as defined in Clause 14.
- Material misrepresentation or furnishing of false information during the bidding process or during the Lease Period.
- Violation of any Applicable Law that materially and adversely affects the Said Property.
- If the Lessee is in material breach of any of its obligations under this Agreement.
- If the Lessee repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement.

12.2 Authority Default

Each of the following events shall constitute an Authority Default:

- Failure to hand over the Said Property on the Appointed Date without reasonable cause and failure to remedy such default within 30 (thirty) days from receipt of notice.

- Material breach of any obligation of the Authority under this Agreement that remains unremedied for 30 (thirty) days after receipt of notice from the Lessee.

13. TERMINATION

13.1 Termination by the Authority on Lessee Default

13.1.1 Upon occurrence of a Lessee Default, the Authority shall issue a written notice to the Lessee specifying the nature of the default and calling upon the Lessee to remedy the same within 30 (thirty) days from the date of such notice (or such shorter period as may be reasonably warranted by the circumstances).

13.1.2 If the Lessee fails to remedy the default within the stipulated period, the Authority shall be entitled, by a further written notice, to terminate this Agreement forthwith.

13.1.3 Upon termination on Lessee Default:

- The Agreement shall stand terminated from the date specified in the termination notice.
- The Authority shall be entitled to take over the Said Property forthwith.
- The Authority shall be entitled to appropriate the Security Deposit in full.
- All outstanding Upfront Lease Premium, Annual Lease Rent, interest, penalties and other dues payable by the Lessee shall become immediately due and payable.
- The Lessee shall not be entitled to any compensation or damages on account of such termination.

13.2 Termination for Non-Payment of Upfront Lease Premium, Annual Lease Rent etc

Without prejudice to Clause 13.1, if the Lessee fails to deposit the Upfront Lease Premium (including applicable interest) within the prescribed time limits including extended period and Annual Lease Rent, CAM and other charges (including applicable interest) within six (6) months from the due date, the Authority shall have the right to terminate this Agreement forthwith, without any further notice, and take over the Said Property.

13.3 Termination by the Authority for Administrative/Public Interest

13.3.1 The Authority may, for reasons to be recorded in writing, and in the interest of administrative exigency, operational requirements, public interest, policy decisions, or similar grounds, require the exit of the Lessee by issuing a prior written notice of not less than 3 (three) months ("Exit Notice").

13.3.2 Upon expiry of the Exit Notice Period:

- The Agreement shall stand concluded upon expiry of the notice period.
- The Upfront Lease Premium, Annual Lease Rent or other prepaid charges, if any, shall be refunded to the Lessee on a Pro-rata basis without any interest and liability of any kind.
- The Security Deposit shall be returned, without interest, after adjustment of all outstanding dues.
- The Lessee shall peacefully hand over the Said Property, free from all Encumbrances, on an "as is where is" basis, without any cost to the Authority.

13.3.3 The Lessee agrees that no compensation, damages, loss of profit or any other monetary or non-monetary claim shall be payable by the Authority solely on account of or arising from exit under this Clause.

13.4 Other Conditions

13.4.1 Termination of this Agreement shall not release either Party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

13.4.2 All third-party agreements, entered by the Lessee, shall stand terminated on expiry or early termination of this Agreement between Lessor and Lessee.

14. FRAUD AND CORRUPT PRACTICES

14.1 Standard of Conduct

The Lessee and its officers, employees, agents, and advisors shall observe the highest standards of ethics during the Lease Period and in all dealings with the Authority. The Authority may terminate this Agreement, without liability, if it determines that the Lessee has engaged in any of the following practices:

14.2 Prohibited Practices

For the purposes of this Clause, the following terms shall have the meanings specified:

- "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Lease Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Said Property or the LOA or the Lease Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Said Property;
- "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

14.3 Consequences of Prohibited Practices

If the Lessee is found to have engaged in any prohibited practice:

- The Authority may terminate this Agreement forthwith without any liability.
- The Security Deposit shall be forfeited and appropriated by the Authority as Damages.
- The Lessee shall be debarred from participating in any tender or RFP issued by the Raipur Development Authority for a period of 2 (two) years from the date of such finding.
- The Authority shall have the right to pursue all available legal remedies.

15. DISPUTE RESOLUTION

15.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

15.2 Dispute resolution

15.2.1 In the event of any Dispute between the Parties, either Party may call upon Chief Executive Officer of Raipur Development Authority (RDA) or an individual authorized by them and the Managing Partner / Chairman of the Board of Directors of the Lessee or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute in accordance with the provisions of Clause 15.2.2.

15.2.2 If the above approach as stated in Clause 15.2.1 fails to resolve the dispute, the same will be referred to Secretary, Department of Housing & Environment, Government of Chhattisgarh, for Arbitration and his decision will be final.

16. CONFIDENTIALITY

16.1 Confidentiality Obligations

Each Party shall keep confidential and shall not disclose to any third party, without the prior written consent of the other Party, any information, data, documents, or know-how relating to the other Party's business, operations, or the terms of this Agreement ("Confidential Information"), except:

- To the extent required by Applicable Laws or by any order of a court or Government Instrumentality.
- To its own employees, advisors, financiers, or agents on a need-to-know basis, subject to similar confidentiality obligations.

- To the extent that such information is already in the public domain other than through a breach of this Agreement.

16.2 Survival

The obligations of confidentiality under this Clause shall survive the termination or expiry of this Agreement for a period of 3 (three) years.

17. MISCELLANEOUS PROVISIONS

17.1 Entire Agreement

This Agreement, together with the RFP, the LOA, all Schedules and Annexures, and all documents expressly incorporated herein by reference, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, and understandings between the Parties relating to the subject matter.

17.2 Amendments

No amendment, variation, or modification of this Agreement shall be effective unless made in writing and duly signed by authorized representatives of both Parties.

17.3 Waiver

No failure or delay by a Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. The waiver by a Party of any breach of any provision shall not constitute a waiver of any subsequent breach of the same or any other provision.

17.4 Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, such provision shall, to the extent of its illegality, invalidity, or unenforceability, be deemed to be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

17.5 Authorized Signatory

The Lessee shall indicate the authorized signatories who may discuss and correspond with the Authority in regard to matters under this Agreement. The Lessee shall submit certified copies of board resolutions or other authorization documents evidencing the authority of such signatories.

17.6 Notices

All notices, demands, requests, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly delivered when:

- Delivered personally to the addressee.
- Sent by registered post / speed post with acknowledgment due to the address specified below.
- Sent by courier with acknowledgment of delivery.
- Sent by email with delivery confirmation, to the email addresses specified below.

AUTHORITY (LESSOR)	LESSEE
Chief Executive Officer Raipur Development Authority Bhakt Mata Karma Complex, New Rajendra Nagar, Raipur – 492006, Chhattisgarh, India Phone: _______________ Email: _______________	[Name of Lessee] [Designation of Lessee] [Registered Address] [City, State, PIN] Phone: _______________ Email: _______________

17.7 Relationship Between Parties

Nothing in this Agreement shall be construed as creating any employment, partnership, joint venture, agency, or fiduciary relationship between the Parties. The Lessee is an independent entity.

17.8 Patent Rights

In the event of any claim by a third party for infringement of copyright, patent, trademark, or industrial design rights arising from the Lessee's activities on the Said Property, the Lessee shall act expeditiously to extinguish such claim and shall indemnify the Authority against all costs, expenses, legal fees, and damages arising therefrom.

17.9 Assignment

The Lessee shall not assign, novate or transfer any of its rights or obligations under this Agreement without the prior written consent of the Authority. The Authority may assign its rights under this Agreement to any successor authority or government entity.

17.10 Compliance with Applicable Laws

It shall be the sole responsibility of the Lessee to comply with all statutory, regulatory, and other legal requirements and provisions while performing its obligations under this Agreement. The Lessee shall indemnify and keep the Authority indemnified against all consequences arising from any non-compliance.

17.11 Survival

Provisions of this Agreement relating to indemnification, confidentiality, dispute resolution and governing law shall survive the expiry or termination of this Agreement.

18. EXECUTION AND COUNTERPARTS

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first mentioned above, each Party acting through its duly authorized representative.

FOR AND ON BEHALF OF RAIPUR DEVELOPMENT AUTHORITY	FOR AND ON BEHALF OF [NAME OF LESSEE]
______________________	______________________
Signature	Signature

Name: ______________________________

Designation: ________________________

Date: ______________________________

Place: _____________________________

Official Seal:

Name: ______________________________

Designation: ________________________

Date: ______________________________

Place: _____________________________

Official Seal:

WITNESSES:

Witness 1:

Name: _______________________________

Address: _____________________________

____

Signature: ____________________________

Witness 2:

Name: _______________________________

Address: _____________________________

____

Signature: ____________________________

SCHEDULE I – KEY MAINTENANCE AND OPERATIONAL STANDARDS

The Lessee shall comply with the following minimum maintenance and operational standards throughout the Lease Period:

A. Structural Maintenance

- The roof, walls, floors, doors, windows, and all structural elements shall be maintained in sound and safe condition.
- Any damage to the structure shall be repaired promptly and at the Lessee's expense.
- No unauthorized structural alterations or additions shall be made.

B. Interior and Furniture Maintenance

- Furniture, fixtures, fittings, interiors, and decor should be kept clean, functional, and in good aesthetic condition.
- Worn-out or damaged furniture and fixtures shall be repaired or replaced promptly.
- The entrance area shall be kept clean, hygienic, and welcoming at all times.

C. Utility and Services Maintenance

- Electrical installations, lighting, water supply, and plumbing shall be maintained in proper working conditions and fully functional at all times.
- Regular pest control and waste management shall be carried out.

D. Outdoor Area

- The corridor and common public areas shall be well-maintained and kept clean.
- Any waste or garbage shall be disposed of in compliance with applicable environmental regulations.

E. Safety and Security

- Requisite approvals, NOCs etc should be obtained from concerned Govt. authorities for the commercial activities intended to be operated from the Said Property.
- Adequate fire safety equipment shall be installed, maintained and inspected regularly.
- First aid facilities shall be available on the premises.
- Adequate security arrangements shall be in place at all times.

SCHEDULE II – LIST OF USAGES BANNED/ NEGATIVE LIST

Below mentioned activities are prohibited at the Said Property. If Lessee is found involved in the operation of any of the below-mentioned activity in Said Property, Lessor will have the right to terminate the Agreement and will not be liable for any payment, refund, or any kind of financial loss of the Lessee.

(a) Any product/service, storage or sale of which is unlawful/illegal or deemed unlawful under any Act or Law.

(b) No unlawful activities like betting, gambling, etc. shall be allowed within Said Property.

(c) The Lessee shall not carry on any offensive trade or unlawful business in the Said Property and not place or keep or permit to be placed or kept on the Said Property any offensive, dangerous or highly inflammable or explosive material or any other article or things, which may constitute a danger, nuisance or annoyance to the Said Property or surrounding properties or the owners or occupiers thereof.

(d) Any other activity or banned usage which may be defined by the Lessor during the course of subsistence of this Agreement.

SCHEDULE III – HANDING OVER NOTE

Date: __/___/20__

Said Property ____ is handed over to the Lessee, through Sh./Smt. ______________________________ of M/s ______________________________ on _____________ (date) at ________________ (time), in the presence of authorized representative of Lessor.

List of Lessor assets in the Leased Said Property is reviewed and acknowledged by both the parties and is attached along with this note.

Lessee hereby acknowledge the receipt and assumes all responsibility of the above-described Said Property, as provided in the Lease Agreement, from the date and time stated above.

___________________________________	___________________________________
Authorized Representative of Lessee	Authorized Representative of Lessor

SCHEDULE IV – TAKING OVER NOTE

Date: __/___/20__

Vacant possession of the Said Property ____, has been taken over on ________________ (Date) _____________ (Time) from the Lessee through Sh./Smt. _____________________ in the presence of authorized representative of Lessor.

List of Lessor assets in the Leased Said Property is reviewed and acknowledged by both the parties and is attached along with this note.

Lessee hereby acknowledges that there is no due pending with the Lessee and further acknowledges that the Lessee would hence forth have no rights whatsoever on the above-mentioned Said Property.

___________________________________ ___________________________________

Authorized Representative of Lessee Authorized Representative of Lessor