

SCHEDULE 2
SUB-LEASED AREA INVENTORY

The Sub-Leased Area also contains the following:



DGM (P-I)

JGM (F)

JGM (LAW)

R/3089
05/08/24

Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

MINISTRY OF RAILWAYS
RAIL LAND DEVELOPMENT AUTHORITY (RLDA)
REQUEST FOR PROPOSAL (RFP)

(Bid Document No: RLDA/2024/RFP/CD/CRD-04 of 2024 Dated: 11.01.2024)

For

Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Site description	Approximate area of site (to be leased)	FSI	Reserve Price (Rs.In Crore)
Vasundhara Colony, Varanasi	15,161 Sqm	2.50	57.80

Time Schedule for Bidding

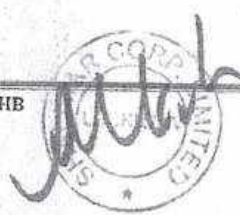
SN	Event Description	Date & Time
1.	Commencement of sale of Bid Document	06.02.2024 at 18:00 Hrs.
2.	Pre-Bid Meeting Date & Time	19.02.2024 /12:30Hrs. on Webex/Varanasi
3.	Last date & time of receiving pre-bid queries	22.02.2024 up to 18:00 Hrs
4.	Reply to pre-bid queries, Uploading of Amendments to Bid on website, if any	15.03.2024
5.	Last date & time of sale/downloading of e-Bid Document	05.08.2024 upto 14:00 Hrs.
6.	Bid Due Date/ last date & time of submission of e-Bid(the "Bid Submission Date")	05.08.2024 upto 15:00 Hrs.
7.	Last date for submission of hard copy of Bid Forms (Bid Forms 1 to 11 along with supporting documents, if any) in original, to RLDA in sealed envelope after submission of e-Bids.	As per Article- 20 of ITB (Part-III of Bid Documents).
8.	Opening Date & Time of Bids	05.08.2024 at 15:30 Hrs.
9.	For Site visit, interested Bidders may contact Mr. Jagmohan C Laamba, IGM/P-3, (Mob:7678149900), email: dgm_p3@rlda.railnet.gov.in /or Mr. Sudhir Singh CPM/RLDA/Lucknow (Mobile:9794883330, email: cpmiko@rlda.railnet.gov.in) and Consultant of the Project M/s Jones Lang Lasalle Property Consultants (India) Pvt. Ltd).	
Note:	All Bidders are advised to see Amendments to RFP, if any, before submission of the e-Bids. Any Corrigendum/Addendum to the RFP Notice, would appear only on e-tendering portal i.e. www.tenderwizard.in/RLDA and will not be published in newspapers. Bidders have to download the Amendments/ Amended Bid Documents from the e-tendering portal for submitting the e-bid online. No other mode of bid submission shall be accepted. In case the Bidder does not submit the amended Bid/Amendments, it will be presumed that Bidder has seen the Amendments/Amended Bid and e-Bid shall be evaluated accordingly and the decision of RLDA shall be final & binding in this regard.	

July, 2024

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB

1

1





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.
Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

DISCLAIMER

1. The information contained in this Request for Proposal (hereinafter referred to as "Bid") document or subsequently provided to the Bidders, is subject to the terms and conditions set out in this Bid document.

The purpose of this Bid document is to provide the Bidders with information to assist the formulation of their Eligibility and Financial Proposal. This Bid document does not purport to contain all the information for all the persons, and it is not possible for RLDA, their employees or any of its agencies/consultants/advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this Bid document. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this Bid document and where necessary obtain independent advice from appropriate sources. RLDA, their employees or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the Bid document.

RLDA may in its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.

2. The word "Technical Eligibility" wherever it is found in the instant RFP shall be read and construed as "Construction Experience" except in para 4.0 (A).



Part-III Instruction to Bidder and Bid Forms of RLDA LDHB

2



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

Contents of the Bid Document

LDHB Part	Item
Vol – I (Non-Variable)	
LDHB Part-I	Regulations for Bids and Lease Agreements
LDHB Part-II	General Conditions of Lease Agreement and Annexures
Vol – II (Variable)	
LDHB Part-III	Instructions to Bidders and Bid Forms
LDHB Part-IV	Special Conditions of Lease Agreement
LDHB Part-V	Schedule and Specifications

NOTE: Part-I Regulations for bids & Lease Agreements, Part-II General Conditions of Lease Agreement and Project Information Memorandum (PIM) are available on RLDA Website www.rlda.indianrailways.gov.in and www.tenderwizard.in/RLDA and can be viewed/ downloaded from there.

The "Part-III Instructions to Bidders (ITB) and Bid Forms" must be read in conjunction with other Parts of the Bid Document. The contents of the Bid Forms and undertakings attached to the ITB to be furnished by the Bidders shall be an integral part of the Bid Document.

"Part-I Regulations for Bids and Lease Agreements" and "Part-II General Conditions of Lease Agreement and Annexures" of RLDA's Land Development Handbook (LDHB) are Non-Variable standard documents which are applicable for all projects. Part-I is for the guidance of Bidders to understand the bidding process and submission of Bids. Part-II contains the general conditions of Lease Agreement which a Selected Bidder has to satisfy along with Part-IV & V.

"Part-III Instructions to Bidders and Bid Forms", "Part-IV Special Conditions of Lease Agreement" and "Part-V Schedule and Specifications" of RLDA's LDHB are variable documents applicable for the specific project for which this Bid Document is issued/ is to be downloaded from above mentioned websites.

This Bid Document sets out the bidding/evaluation process and provides necessary formats for Bidders to prepare the Eligibility and Financial Proposals for implementation of the project – "Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P".

The prescribed formats for the submission of bids are annexed to this Section and must be strictly adhered to by all Bidders.

The Bidders are advised to submit their bids complying strictly with the requirements stipulated in this Bid document

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



3



3



Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

PART-III

INSTRUCTIONS TO BIDDERS AND BID FORMS



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

CONTENTS
INSTRUCTIONS TO BIDDERS AND BID FORMS

S. No	Item	Page No.
1.	Instructions for online Bid Submission/e-bidding procedure/ Guidelines:	6-9
2.	Introduction	10-13
3.	Bid Documents	14-15
4.	Bid Submission and Opening	16
5.	Technical Eligibility and Financial Eligibility	18
6.	Construction Experience	20
7.	Eligibility for Consortium and Partnership Firm	22
8.	Schedule of Payment	23
9.	Bid Security	23
10.	Construction Period	24
11.	Evaluation of Bids	24
12.	Success Fee	24
13.	Execution of Lease Agreement	25
14.	Minimum Paid-up Share Capital of Special Purpose Company	25
15.	Pre-Bid Meeting	25
16.	Scope of the Project	26
17.	Relief against delay on account of OSR (open space for recreation)	26
18.	SPC in case of Registered Trust or Registered Co-operative Society, with Charitable objectives	26
19.	Escrow Agreement	27
20.	Foreign Company	27
21.	Temporary changes in RLDA Tender Documents on account of lockdown due to Covid-19 Pandemic.	27
	Bid Forms	
(i)	Checklist for Eligibility Proposal	30
(ii)	Checklist for Financial Proposal	35
(iii)	Bid Form 1: Covering Letter	36
(iv)	Bid Form 2: General Information about the Bidder	40
(v)	Bid Form 3 (A): Undertaking for Construction Experience	42
(vi)	Bid Form 3 (B): Information for Construction Experience	43
(vii)	Bid Form 4: Information for Financial Eligibility	45
(viii)	Bid Form 5: Joint Bidding Agreement	47
(ix)	Bid Form 6: Bank Guarantee for Bid Security (Not applicable)	53
(x)	Bid Form 7: Special Power of Attorney for signing of Bid	56
(xi)	Bid Form 8: Special Power of Attorney in Favour of the Lead Member of Consortium	57
(xii)	Bid Form 9: Undertaking from Bidder/Member of Consortium for Claiming Experience of Holding/Subsidiary.:	62
(xiii)	Bid Form 9A: Undertaking from Bidder/Member of Consortium for Claiming Experience of Partnership Firm	65
(xiv)	Bid Form 10: Undertaking from Holding/Subsidiary	68
(xv)	Bid Form 10A: Undertaking from Partnership Firm	70
(xvi)	Bid Form 11: Statement of Legal Capacity	72
	Bid Form for Financial Proposal	
(xvii)	Bid Form 12: Financial Proposal	74
	Other Forms	
(xviii)	Form No 13: Format of Bank Guarantee for Installments of Lease Premium	80
(xix)	Form No 14: Form of Lease Agreement	83
(xx)	Form No 15: Format of Performance Guarantee	95

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB

5



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

S. No	Item	Page No.
(xxi)	Form No. 16: Sample Form of MoA of SPC	98
(xxii)	Form No. 16A: Undertaking from Bidder for Not Winding-Up and / or Not Amalgamation of the SPC	104
(xxiii)	Form No. 17: UNDERTAKING alongwith Article 20 of ITB (Part III of Bid documents)	105



Part-III Instruction to Bidder and Bid Forms of RLDA LDHB

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6





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

Instructions for online Bid Submission/e-bidding procedure/Guidelines Accessing/ Purchasing of Bid Documents

- a- The complete, Bid Document can be viewed/downloaded (for view purpose only and not for bidding) on free view tab of the e-tendering portal i.e. www.tenderwizard.in/RLDA free of cost or link on Tender section of RLDA website.
- b- A Vendor's Manual containing the detailed guidelines for e-tendering system is also available on e-tendering portal of RLDA.
- c- It is mandatory for all the bidders to have class-III Digital Signature Certificate from any of the licensed Certifying Agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-tendering of RLDA.
- d- It is mandatory for the bidders to get their firm/company etc. registered with e-tendering portal of RLDA, i.e. www.tenderwizard.in/RLDA to have user ID & password by submitting a non-refundable annual Registration charges of Rs.2500/- (Rupees Two Thousand Five Hundred Only) plus applicable taxes to be paid online using the e-payment gateway to Central Electronics Limited (CEL) through the portal address mentioned above.
Above charges can be paid online using the e-payment gateway to Central Electronics Limited (CEL). The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed on payment of charges applicable at that time.
(i) Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. Central Electronics Limited (CEL). upon registration, and which is necessary for e-bidding.
(ii) Bidders are advised to change the password immediately on receipt of activation mail in their own interest.
(iii) Bidders shall not disclose their User ID as well as password and other material information relating to the e-bidding to any one and safeguard its secrecy.
- e- Bid documents shall be available online on website www.tenderwizard.in/RLDA from which can be downloaded till the due date & time of downloading of e-bidding as per schedule of e-bidding process mentioned in **Clause 2.3** of Part-III [Instructions to Bidders & Bid Forms (ITB)].
(i) For downloading of bid documents, Bidder shall submit a non-refundable "Tender Processing Fee @ 0.05% of Reserve Price/Estimated Cost with a minimum of Rs.550/- only and maximum cap of Rs.5,000/- "exclusive of all taxes towards e-bid tender processing fee to be paid online using the E-payment gateway to M/s Central Electronics Limited (CEL) through the portal address mentioned above. In the case where estimated cost is not mentioned, then in such cases the tender processing fee will be Rs.2,000/- exclusive of all taxes.
(ii) The bidder shall have to pay a Bid document fee of Rs.50,000/- plus applicable GST 18% i.e. Total of Rs.59,000/- (Rupees Fifty Nine Thousand Only) through online portal i.e.

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

- www.tenderwizard.in/RLDA The Bid Document fee is non-refundable/ non-transferable. The cost of Bid Documents has to be paid online before due date and time of downloading of e-bid. There shall be no relaxation of MSME registered bidders.
- (iii) The Complete Request button shall not be highlighted till Bid Document Fee & Tender Processing Fee are paid (red coloured links are turned to black). Once payments have been done then click on "Complete Request" button to complete the e-bid procurement purchase and to become valid for bid participation process. This whole process is required to be completed before the last date and time of sale / downloading of e-bid document.
- f- **Validity of Bidder's Registration on the e- tender portal of RLDA**
Bidders may note the following:
- (i) It shall be the sole responsibility of the bidder(s) to keep the Registration valid up to the original/extended date of submission of bids.
- (ii) Bids can be submitted only during the validity of their registration.
- g- RLDA may issue addendum(s)/corrigendum(s) related to the Bid documents. In such cases, the addendum(s)/corrigendum(s) shall be issued and placed on website www.tenderwizard.in/RLDA at any time before the closing time of Bid. The bidders who have downloaded the Bid documents from e-portal must visit the RLDA's e-tendering portal and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the web site for any such corrigendum/addendum till the time of closing of Bid and ensure that bid submitted by them is in accordance with all the corrigendum(s)/addendums.
- h- The documents available under **Free View Section** on the website may be downloaded for the **purpose of viewing only**. Bidders may please note that downloading from free view section shall not tantamount to purchase of Bid Document. The purchase of Bid Documents for submission/uploading shall be available only after payment of respective fees under the appropriate section on the web portal after logging in. Kind attention of the Bidders is hereby invited to the e-bidding schedule (Para-2.3 of Part-III (ITB)) which clearly mentions the date and time of sale/downloading of e-Bid Document which is **one hour before the prescribed time of e-bid submission**. So, the bidders in their own interest are advised to pay the respective fees accordingly well before the closing time of purchase/downloading of Bid Documents.
- i- Bidders cannot download & submit the bid after the due date and time of e-bid downloading/submission (refer clause 2.3 of Part-III (ITB)). Time being displayed on e-tendering portal of RLDA ("Standard Time") shall be final and binding on the bidder. E-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.





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Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

MODIFICATION/SUBSTITUTION/WITHDRAWAL OF APPLICATION/BID:

In the event of modification/substitution/withdrawal of the Application/Bid, the bidder may modify, substitute or withdraw the documents of its Application/Bid after submission prior to the Bid Submission due date and time (Refer Clause 2.3 of Part-III (ITB)).

- j- For withdrawal of the documents of the Application/Bid, the bidder will have to click on withdrawal icon at tender Wizard (e-tendering portal) and can withdraw its Application/Bid. However, it may be noted that once the bid has been withdrawn, bidder cannot participate again for the same e-bid. The bidder may modify or substitute the Bid documents after submission, provided that the bidder update the old documents submitted in the electronic form from the tender Wizard (e-tendering portal) and also upload the modified or substituted documents.
NOTE: Do not withdraw your bid in case of any modification/substitution of application/bid. Withdrawal shall not allow further participation/modification/substitution of application/bid.
- k- The bidders are advised to submit their e-bids online well before the e-bid due date & time. RLDA/ M/s Central Electronics Limited (CEL) shall not be responsible for any delay in submission of e-bids for any reason whatsoever. No other mode of Bid submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all Bid papers are to be submitted online.
- l- The complete application shall be digitally signed by the Authorized Signatory of the bidder & submitted "online" and Bid Sheets should be filled and submitted "online" only. Scanned copies of various documents can be prepared in different file format (PDF, JPEG). Bidders can upload a single file of size 5 MB only but they can upload multiple files.
- m- **Submission of e-bids:** The e-bids shall be submitted in two covers viz.-Technical Bids i.e. RFP, III, IV & V alongwith Check List/ with required Documents to be submitted in Cover-1 and Financial Proposals to be submitted in Cover-2. All the documents of Cover-I and Cover-2 shall be digitally signed by the Bidder/ Authorized Signatory.

NOTE:

Bidders may please note that the e-bid is to be submitted with digital signature of authorized signatory only. The hard copies of the documents required to be submitted as per the e-bidding schedule should also be signed by the same very authorized person whose digital signature has been used in the e-bidding process.

(A) TECHNICAL PROPOSAL/ BIDS: (Cover-I)

- (i) The Bid documents shall be submitted online on or before due date/ time as per Schedule of e-bidding process with Bid processing fee to be paid online using the e-payment gateway to Central Electronics Limited (CEL) through the e-tendering portal. Detailed credentials as per the requirement of eligibility criteria / as per check list and all

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

- Bid documents are to be uploaded online with digital signature on www.tenderwizard.in/RLDA.
- (II) The Bid Security payment shall be paid online on e-bidding portal using the payment gateway to Central Electronics Limited (CEL).
- (III) The cost of bid documents has to be paid before due date & time of downloading of e-bid document as per clause 2.3 of Part-III (ITB).

(B) FINANCIAL PROPOSALS/Bids (Cover-2): All financial proposals/ documents along with check list in separate cover to be uploaded online with digital signature on www.tenderwizard.in/RLDA.

e-Tendering Registration Queries	Registration Help Desk	080-45811365	twregdelhi@etenderwizard.com
DSC Queries	Help Desk	080-45811365	dscdelhi@etenderwizard.com
For e-Tendering Queries	Mr. Suraj Singh	080-45811365 Mob: 9599653865	suraj@etenderwizard.com

Note:-

1. The Bidder /Authorized representative shall submit E-bids online with his digital signature and the same person who has digitally signed e-bids shall sign requisite Bid Forms.
2. FOREIGN COMPANY:
Foreign Companies are not eligible to bid for Tenders for value upto Rs. 200 Cr. as per Letter No. F.12/17/2019-PPD dt. 28.05.2020 issued by Ministry of Finance, Govt. of India.



Suraj



Authorized Signatory



Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

PART-III
RAIL LAND DEVELOPMENT AUTHORITY

INSTRUCTIONS TO BIDDERS AND BID FORMS

(This should be read with Part-I of Land Development Hand Book (LDHB) Regulations for Bids and Lease Agreements. The reference to clause of LDHB Part-I has been shown in [] wherever relevant).

Tender No: (RFP Notice No: RLDA/2024/RFP/CD/CRD-04 Dated 11.01.2024)

Name of Site (s): Vasundhara Colony, Varanasi Division, NE Railway (for Leasing), New Loco Colony, Varanasi Division, NE Railway (for Re-development).

Name of Project: "Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P."

1.0 Introduction

- 1.1 RAIL LAND DEVELOPMENT AUTHORITY (RLDA) has been authorized by the Ministry of Railways to undertake the development of 15,161 Sqm. of Railway Land with Redevelopment at Old Loco Colony, Vasundhara, Varanasi, U.P. India. The Site details are as below: -

Table-1

S. No.	Description	Details
i.	Site	Old Loco Colony, Vasundhara, Varanasi, U.P.
ii.	Site Code	04173301
iii.	Land Area	Subject Site A: 15,161 Sqm. Subject Site B: 10,622 Sqm. for Railway colony redevelopment only.
iv.	Area offered for lease	15,161 Sqm (Subject Site A)
v.	Location	Varanasi, on GT Road near Varanasi Cantt. Station.
vi.	Revenue District	Varanasi
vii.	City	Varanasi
viii.	State	Uttar Pradesh
ix.	Railway Division	Varanasi Division
x.	Zonal Railway	North Eastern Railway
xi.	Permissible/base FSI	As per Master Plan of Varanasi 2031 and Development Control Rules of Varanasi Development Authority. 2.50 w.r.t. complete land plot area to be leased
xii.	Permissible Ground Coverage	As per applicable DCR Norms
xiii.	Setbacks (as per height of building)	As per applicable DCR Norms
xiv.	Green Area	As per applicable DCR Norms
xv.	LIG & EWS Flats (10% of DU of Residential units)	As per applicable norms and Regulations of U.P. Government. All cost and benefit like shelter fee, compensatory FAR etc arising out of LIG & EWS shall be the responsibility of Developer.

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



11



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

S. No.	Description	Details
xvi.	Existing and Proposed Land Used	As per Master Plan Varanasi the land use is "Railway Property". The proposed land use has been kept Residential. No CLU required in term of Gazette Notification No. 1/2021/138/Eight-8- 2021-12LUC/2020 Lucknow, dated 03.03.2021. The permitted commercial as per Zonal Regulations can be done upto 5% of the total land subject to NOC from Development Authority and Payment of impact fee. Commercial use that shall conform to Zonal development matrix is permitted on upto 5% of the FAR Area. If the developer wish to use Commercial area more than 5% of the FAR area after taking permissions from current Authorities/ Departments and by paying necessary charges, he will have to pay additional 2.23% of lease premium on every 1% increase in FAR area for Commercial Land Use. In all scenarios all the applicable charges like Development Fee, Impact Fee etc. will have to be borne by the Developer.
xvii.	Reference FAR Area	37,903 Sqm
xviii.	Mandatory Railway Assets :	Construction of 150 Quarters and Subordinate Rest House as per details provided in RFP Part-V and as per plinth area norms & specification of Ministry of Railway issued vide letter no. 2024/LMB/2/3 dated 05.04.2024 including shifting and 05 years maintenance period. Total Built up area is approx. 14,679 Sqm.

The site is bounded by:

Description	Land
North	Flyover with AEN Railway Colony opposite to the road
East	Private Residential Establishments
South	Unorganized Shops followed by Varanasi Junction, Railway Station
West	Park and Community Hall of North Eastern railway

The Subject Site B is accessed from the North side i.e., from Lahartara Road. There is a flyover being constructed over this road in order to decongest the traffic from this road. As per Master Plan Lahartara road is proposed to be developed to 36 m wide road. Hence, the connectivity to proposed development over subject property is likely to be from the 36 m wide Lahartara Road.

Boundaries of the subject property B are as below:

- North: 6m wide internal road
- South: 12m wide internal road

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



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12

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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

- East: 6m wide internal road
- West: Railway colony

1.2 The site:

Geographical Location

Subject Site A:

Latitude -25°19'18.6"N
Longitude - 82°59'04.0"E

Subject Site B:

Latitude -25°18'57.3"N
Longitude - 82°58'38.4"E

Khasra No.

77 to 138/3 Khatauni Khata No. 03, Gram BadaGaon, Sayem, ParganaDehatAmmanat, Tehsil /Zila Varanasi accordingly Khatauni Non Z.A, Fasli - 1422, Year-2014 Certified by Revenue Department

Local Development Authority

Varanasi Development Authority

The Site Features:

- 1.2.1 The site which is given to developer on 99 year lease is situated on the GT road very close to Varanasi cantt Station. This land is part of existing Vasundhara Railway Colony of North Eastern Railway. Existing land use of the Site as per Varanasi Master Plan-2031, is "Railway Property" and proposed Land Use of the site is Residential, (No CLU required as per Gazette Notification No. 1/2021/138/Eight-8-2021-12LUC/2020 Lucknow, dated 03.03.2021 Railway land has been exempted from Change in land use). Certain non-residential activities are also permitted as per Zonal Development regulations subject to condition and submission of impact fee. 15% area to be reserved for park and open area (Para 2.2.1 (i) of building bylaws) For Group Housing overall ground for plot will be 40% and FSI permitted is 2.5 (Para 3.3.6 (II) of building bylaws) for new/underdeveloped area. Additional FAR on account of Green Building in terms of Para 3.3.6(iii) shall be applicable to developer in the existing lease premium provided all the DCR norms are met with. Out of the total residential unit, 10% EWS units and 10% LIG units are to be constructed on cross subsidization basis. (Para 24.1 note 1of building bylaws.). In case of any ambiguity, local DCR norms shall prevail.
- 1.2.2 The Site excluding the Railway Re-development portion is to be given on a 99 years lease.
- 1.2.3 Site Inventory: Currently, there are vacant Railway Quarters & other structures on this land. Refer Part-V of this RFP for detailed information on site inventory.
- 1.2.4 The subject site is to be re-developed in accordance with latest DCR norms of Varanasi with Residential land use.
- 1.2.5 The prescribed FSI for the subject site is 2.50 w.r.t. complete land plot area to be leased.
- 1.2.6 The total built-up area of Railway colony redevelopment including service buildings to be constructed on 10,622 Sqm land area. The built-up area of Railway staff quarters is 12,499

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

Sqm and for service buildings (Subordinate Rest house) is 729Sqm. 3 Towers of S+6 & 1 Tower of S+7 of Railway staff quarters including stilt and for service building in the Railway Colony shall be constructed as per approved drawings, applicable Byelaws and DCR norms. The total permitted FAR area of leased base Residential development (on 15,161Sqm land area) is 37,903Sqm. The layout can be changed by developer so long as the it is not violating any DCR norms.

All costs towards Railway redevelopment works (Mandatory Railway Assets Redevelopment) shall be borne by Lessee/ Developer. Other development Charges, Cess, duties, impact/approval/stamp fees and charges payable to different regulatory authorities, diversion of electrical, water supply and sewerage systems, Railway cables, shifting of electric transformers etc.& other miscellaneous charges & expenditures for dismantling of existing quarters are also to be borne by the Lessee/ Developer.

1.2.7 As per Master Plan Varanasi the Proposed land use is Traffic and Transport and Railway Property. However, in terms of Notification No. 1/2021/138/Eight-8-2021-12LUC/2020 Lucknow, dated 03.03.2021 issued by Government of Uttar Pradesh, the proposed land use has been kept Residential. The permitted commercial as per Zonal Regulations can be done on 20% of the total land subject to NOC from Development Authority and Payment of impact fee/other charges if any. Copy of Notification of subject matter may be perused in Part-V of bid documents.

1.2.8 Provision of Parking Area: The parking has to be provided by Construction of Stilt Floor/open parking to meet parking requirement. In Railway Redevelopment Area (Subject Site B)

A. For Railway Colony

I. Railway Housing

S.N.	Type of Building	Nos. of Units	Required Car Parking
	Type-II Qtrs	150	140
	Total	150	140

Total required parking 140, in stilt floor 71 and on surface 69 Parking should be provided.

II. Other Buildings

S.N.	Type of Building	Nos. of Units	Required Car Parking
	Guest House	01	10
	Total		10

B. For Other than the Railway Colony Area:

To be provided as per the local bye-laws applicable and applicable provisions as per approved drawing in consonance of DCR norms.

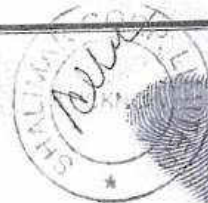
1.2.9 The Site area of 15,161 Sqm is the developer area (Subject Site A) which is to be given on a 99-year lease basis. Railway redevelopment portion in 10,622 Sqm (Subject Site-B)

1.3 Area Statement and BUA/SBUA of Railways Areas and Developer Areas:

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



Jbc 14



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

- 1.3.1 The project site area in Varanasi is a part of 2.37 Hectare, i.e., 23,796.82 Sq. m. land entrusted by Ministry of railways to RLDA. However, the land available for developer utilization in present bid is approx. 3.76 acres or 15,161 sq. m. for lease based development and is to be given on 99 years leasehold rights to the Lessee/ developer for development for residential land use. Land Area in Part-B will be given (right of way) on Licence basis to Lessee/ Developer for Railway Redevelopment Works for the required construction period and area for Railway Colony is proposed to be developed is 10,622 sq. m. (1.06 ha) which is considered as Part B.

Developer's Lease Based Residential Development at Vasundhara colony (Part-A) (Approx.)	Railway Re-development at New Loco Colony (Part-B) (Approx.)
<p>A. Land Available for developer for present bid for Development: 15,161 Sqm</p> <p>B. FAR Area: 37,903 Sqm (For Base FAR of 2.50 w.r.t complete land plot are to be leased)</p>	<p>A. Total Land Area: 10,622 Sqm</p> <p>B. Total Built-up Area: 14,679 Sqm</p> <p>C. Breakup of Built-up Area (Sqm):</p> <p>(i) Residential: 13,950</p> <p>(ii) Subordinate Rest House: 729</p>

- 1.2.2 For any increase/decrease in area of land for developer and/or reference BUA for developer portion and/or variation in redevelopment costs of Railway Assets is observed, the Lease Premium (LP) shall be adjusted as per Clause-5 of Part-II GCLA and provisions of Bid Documents whichever is applicable.

1.2.3 Area and Costing of Railway Re-development Works/ Assets:

Table-2

- (a) The area chart of Railway Re-development works / assets is given in Table-2 below: However, they are indicative only and actual area will have to be calculated with the approved plan

SN	Type of Railway Quarters / Service Buildings	Units (Nos.)	Main Area (Including Balcony, Utility) (Per Flat) (Sqm)	Total Area Including Staircase/ Circulation(Per Flat) (Sqm)	Total Area of All Unit(Sqm) (In Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
					(3) x (5)
1.	Type-II	150	75	93	13,950
2.	Stilts				
	Total (1 to 2)				13,950
3.	Guest House	01	729		729

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



15



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

4.	Total (1,2 and 3)		14,679 sqm*
5.	Construction Cost per/Sqm of BUA (including Stilt)	Rs.25,640/- Per Sqm or Rs.2400/- Per Sqft (Approx.)	
6.	Total Cost of Construction of Railway Assets	Rs.37.64 ** Crore	
	*Total Built Up area of 150 Railway Quarters and Subordinate Rest House including Stilt for Parking of Railway Assets.		
Note	**This is total cost of complete Railway development as per "Part-V Schedule and Specifications" of this RFP. Also, selected developer/Lessee is to undertake maintenance of Railway infrastructure in Part-B at his own costs & expenses to the satisfaction of RLDA/Railway for 5(Five) years after issuing the occupancy certificate by RLDA. The above-mentioned Construction Cost of appx Rs.2400/- Sqft of SBUA i.e. Rs.25,640/- Sqm of BUA includes stilt the Site Development Cost, all Internal & External development consisting works of Road, Sewers, STP (Sewage Treatment Plant), Water Supply, Electric Supply, Illumination (External Lighting), Drainage, Earthquake Resistance Structure, Children Play Area (Kids Corner with Swings etc.) etc..		
	Please refer to Railway Board letter number 2024/LMB-II/2/3 dated 05.04.2024 for area requirement and schedule of finish which is enclosed in Part-V of the RFP document.		
7 (a)	The above mentioned Construction/Re-development Cost of Residential and Non-Residential buildings includes the scope of works as under- i. Multi-Storey Residential Apartments with stilt floors: Construction of multistoried Railway staff quarters clear Floor height 3 m. (Floor to ceiling) is based upon RCC framed structure on RCC raft foundation, stilt floors, site development, all services like manual fire alarm system, internal water supply & sanitary installations, electrical external service connections, civil external service connections, internal electric installations, power wiring & plans, centralized intercom system etc., 8-passengers lifts & service lifts as per laid down norms with DG set and water tank. Site Development Cost, all Internal & External development consisting works of Road, Sewers, STP (Sewage Treatment Plant), Water Supply, Electric Supply, Illumination (External LED Lighting), Drainage, Earthquake Resistant Structure, Children Play Area (Kids Corner with Swings etc.) The other components included in the Construction Cost is as given in 7(b), 7(c), 7(d), 7(e) and 7(f) below. The Railway apartments should be provided with modular kitchen, wardrobes in all bedrooms, storage shelves, TV cabinet etc. The work is to be executed as per the scope of work and specifications stipulated in "Part-V Schedule and Specifications" of this RFP to make the apartments ready for occupation. ii. Subordinate Rest House: Construction of Subordinate rest house clear floor height 3.0m (Floor to ceiling) as RCC framed structure with foundations suitable for additional		

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



16
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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

	<p>storey, compliant with fire fighting arrangement, internal water supply & sanitary installations, electrical external service connections, civil external service connections, internal electric installations, power wiring & plugs, central call bell system, lightning conductors, telephone conduits, site development and RCC water tank as per Schedules and Specifications (Bid Document Part-V). The number of storey shall be decided as per available site area. The other components included in the Construction Cost are as given in 7(b), 7(c), 7(d) & 7(e) below.</p> <p>iii. Site Development: Site development includes cost of leveling, internal roads with WBM and bituminous top, cement concrete pavement, 1.50m wide footpath with kerb stone, sewer, filter water supply, distribution line, peripheral grid, unfiltered water supply distribution lines, storm water drains, rain water harvesting, horticulture operations and Street lighting (LED), Boundary fencing as per Schedules and Specifications (RFP Part-V). The other components included in the Construction Cost are as given in 7(b), 7(c), 7(d) & 7(e) below.</p>
7 (b)	The above cost also include preparation of master plans, soil investigation of the site, designing of structures, preparations of plans/2D & 3D elevations/sections, preparation of structural & working drawings including proof-checking by IITs/NITs etc. required for successful completion of the re-development of Railway assets.
7(c)	The above cost also includes cost of 8-Passenger Lifts & 13-Passanger/Goods Lift as per laid down norms, DG Sets, HT Panel & LT Panel, Transformers (as per requirement), Electric Sub-station (if required), Fire Fighting with Riser System & Sprinkler, Automatic Fire Alarm System, Centralized Intercom with required connections and accessories, RCC water tanks of required capacity, pumps for water supply and distribution to the redeveloped railway assets etc.
7(d)	The cost also includes construction of 2m high (as per requirement) gated boundary fencing on RCC foundation, beams & columns around the re-developed Railway colony as per drawing approved by RLDA is also to be done by the developer in above costs.
7(e)	<p>The above cost also includes cost of dismantling of old Railway Buildings/structures & disposal of the released materials as per Local Regulations. However, scrap value, if any will be retained by the Lessee/ Developer. Bidders to take into account this aspect and quote the lease premium accordingly. Alternatively, Railway/RLDA can also remove dismantle the structure if needed and dispose the material as per their requirement.</p> <p><i>For further details of Re-development work, Part-V (Schedule & Specifications) of Bid Documents be referred to.</i></p>
7(f)	The scope also includes Site development like levelling, internal roads with WBM and bituminous top, cement concrete pavement, 1.50m wide footpath with kerb stone, sewer, filter water supply, distribution line, peripheral grid, unfiltered water supply distribution lines, storm water drains, rain water harvesting, horticulture operations and Street lighting (LED), as per Schedules and Specifications (RFP Part-V).

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



17
Shalimar Skyline Private Limited



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway Land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

8	The BUA are subject to change as per the actual drawings approved by Railways/RLDA and Local Regulatory Authorities. However, unit cost of construction (Cost per Sqm of BUA) of respective components of development as used above in calculation in Table-2, may be considered as frozen (Total Cost Rs.37.64 Cr.). Any variation in Plinth Area of Railway re-development with respect to that specified above i.e.13288sqm is to be adjusted/set-off against the Lease Premium of the site on proportionate basis.
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1.2.4 The expenditure towards Development Cess, Development Charges for buildings and land component, Impact Fee Layout and other Scrutiny Fees, Labour Welfare Cess, Open Space Deficiency Premium, Shelter fee etc., to be made to Regulatory Authorities, will be over and above the Cost mentioned in Table-2. This expenditure payable to Regulatory Authority also has to be considered by the Bidder while quoting the lease premium. No claim in this regard shall be admissible.

1.2.5 The other various variables of the Bid Documents pertaining to site concerned are as per Table-3 below.

Table-3

Various Variables in the Bid Documents.

S. No	Particulars of Variable	Value of Variable
1	Bid Document Fees	Rs.59,000/- (Rupees Fifty Nine Thousand Only) inclusive of GST.
2	Construction Experience:	10517 Sqm
	A. Minimum Built Up Area of one real estate project for each Site	(Twelve Thousand Eight Hundred Ninety Two)
		OR
	B. Minimum Cumulative Built Up Area of Multiple real estate projects for each Site	52582 Sqm (Sixty Four Thousand Four Hundred Fifty Eight)
3	Eligibility Financial	
	A. Minimum Average Annual Total/ Gross Turnover	Rs.25.00 Crore (Rupees Twenty Five Crore only)
		OR
	B. Minimum Net Worth	Rs.25.00 Crore (Rupees Twenty Five Crore only)



Jbs 18



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Resider. Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

- | | | |
|-----|---|--|
| 4. | Bid Security | Rs.1.00 Crore (Rupees One Crore only) |
| 5. | Commitment Security | Not Applicable |
| 6. | Minimum Paid-up Share Capital of Special Purpose Company (SPC) | Rs.4.78 Crore
(Rs. Four Crores Seventy Eight Lakhs only). |
| 7. | Date & Venue of Pre-Bid Meeting | 19.02.2024 at 12:30hrs. at WebEx. |
| 8. | Timeline for completion of Residential Project for Developer portion | Residential Development (Part-A): 05 Years. Extended upto 10 Years. |
| 9. | Timeline for Completion of Mandatory Development: | Railway Assets (Part-B):2 (Two) years |
| 10. | Reserve Price | Rs.57.80 Crores (Rupees Fifty-Nine Crores Fifty Lakhs Only). |
| 11. | RLDA Consultant of the project | M/s. JLL Property Consultants (India) Pvt. Ltd.
e-mail: ravi.chauhan@ap.jll.com ,
Mobile: -7042000567 |
| 12. | Cost of Mandatory Redevelopment (Railway Colony) | Rs.37.64 Crore
(Rupees Thirty Seven Crore Sixty Four Lakhs only) and cost of maintenance for 5 (Five) years after completion/ Handing over of redeveloped Railway assets. |
| 13. | Cost of Assets (C.O.A) for the purpose of Article – 22 of GCLA | Rs.172.12 Crore (excluding GST) |
| 14. | Reference Freehold Circle Rate (or as known locally in the area) of the land concerned as notified by State Government. | The reference freehold circle rate considered for Residential development of the site shall be applicable as per prevailing Circle rate as applicable on the last date of e-bid submission as per RFP for the subject site |

1.2.6 Handing over of Land for Project:

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



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19



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

The project site is in Two parts i.e. Part-A for Residential Development for 99 years lease and Part-B for Railway Colony Redevelopment.

The selected bidder will be given access to an area of approx. 15,161 Sqm in Part-A (In existing Vasundhara Rly Colony for Residential Development for 99 years lease) & he will also be handed over approx. 10,622 Sqm in Part-B (In New Loco Rly Colony for redevelopment of Railway Assets) for redevelopment/development of the Project on or before 'Appointed Date'.

Important Note: It should be noted that, the above mentioned offer Lease Premium will be considered for 2.50 FSI (w.r.t. complete Land Plot area) for Residential Use with 5% area permissible for commercial use. If Lessee uses the area for Commercial use (in full or beyond the Commercial area offered i.e. > 5%) by obtaining all applicable permits from Competent Authority, instead of the current Residential use then an additional amount equal to 2.23% of the quoted Lease Premium for every 1% of commercial area shall be required to deposited along with the quoted Lease Premium, in table of Bid Form-12 /column 2, to the extent of area used for commercial development, than offered.

RLDA has invited bids from the interested eligible Bidders through Bid No. RLDA/2024/RFP/CD/CRD-04 Dated 11.01.2024.

- 1.1 published in leading national and regional newspapers along with on e- procurement portal of RLDA, i.e. www.tenderwizard.in/RLDA for the above Site situated at Vasundhara Colony of Varanasi Division/ North Eastern Railways.
- 1.2 **Bid System:** - Bidding process for the selection of the Bidder for the Project will be carried out in an online single Stage Bid (two cover) system consisting of "Eligibility Proposal" in the first cover and "Financial Proposal" in the second cover. *The Bidding shall be done through e-tendering mode only and all Bid Forms & related documents are to be submitted online. However, Bid Forms No.1, 2,3(A), 3(B), 4, 5, 6, 7, 8, 9, 9(A), 10, 10(A), 11, 16A & 17 (original) under "Eligibility proposal" shall be submitted in hard copy also as detailed in Article 20 below.*
- 1.3 **Bid Variable:** - The Lease Premium specified in the Bid Form – 12 shall be the Bid Variable for the selection of the Bidder. Taxes as applicable (like GST if any etc.) shall be payable by the Bidder in addition to the amount of the Lease Premium quoted in its Financial Proposals. Bidders are free to quote any amount as Lease Premium, but not below the Reserve Price. Bidders are required to quote the amount for Lease Premium (The taxes and fee as applicable shall be borne by Developer) as provided in the Bid Form-12 as their Financial Proposal. The area of Site shown in Bid Form is approximate and is subject to variation according to actual measurement at the time of handing over the Site and in case of any change in Land Area and/or FSI; the Lease Premium shall get pro rata modified accordingly as per the terms and condition of SCLA and GCLA.

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

1.4.1 Reserve Price:

Name of Site	Area	FSI Offered	Reserve Price (in Crores)
Vasundhara Colony, Varanasi	15166 Sqm.	2.50 (w.r.t. Complete Land Plot Area)	57.80

Moreover, RLDA also reserves the right not to accept the highest or any other Bid above reserve price, without assigning any reason whatsoever. For right of RLDA to deal with bidders Clause 23 of Part-I of Bid documents (Regulations for Bids and Lease Agreements) may be referred.

1.4 Definition of Bidder: As per Clause 2(ii)(c) of LDHB Part-I [Regulations for Bids and Lease Agreement].

1.5 Bid Validity Period: -120 days from the date of opening of Bid.

1.6 The word "Bank Guarantee" should be read as "Bank Guarantee Bond" wherever appearing in Bid documents.

Note: Bank Guarantee Repository System (BGRS) in RLDA – While issuing Bank Guarantee applicant must mention receiver's details as ICICI Bank IFSC ICIC0000007, Branch Connaught Place, New Delhi, at which SFMS IFN 760 message shall be sent by issuing Bank through SFMS, to establish the authenticity of issued BG.

1.7 The Bidders can examine the relevant papers of the Site such as land plan and property card available with RLDA before submission of the Bid. Any sub-divisioning of the Site, if required, has to be done by the Selected Bidder at his own cost. RLDA shall provide all necessary support in this process but shall not be held responsible for any delay on account of any shortcoming in land plan, property card and sub-division and no demand for any compensation can be raised against RLDA on this account.

2.0 Bid Documents

2.1 The following documents collectively form the Bid Document: -

2.1.1 Project Specific:

- Instructions to Bidders and Bid Form-1 to 16 [RLDA Land Development HandBook Part III].
- Special Conditions of Lease Agreement [RLDA Land Development Hand Book Part IV].
- Schedules and Specifications [RLDA Land Development Hand Book Part V].

2.1.2 Standard: Common for All Projects Regulations for Bids and Lease Agreements [RLDA Land Development Hand Book Part I].

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



Shalimar Skyline Private Limited



Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

- a) General Conditions of Lease Agreement and Annexures [RLDA Land Development Hand Book Part II].(Annexure A & B have been amended vide Corrigendum & Addendum dated 11.05.2020)
- 2.1.3 Standard Bid documents [LDHB Part-I & II] can be downloaded from the e-tendering portal www.tenderwizard.in/RLDA or RLDA website (<http://www.rlda.indianrailways.gov.in/>).
- 2.1.4 Project Specific Bid documents [LDHB Part III, IV & V] along with Standard Bid documents [LDHB Part I & II] for this Project can be downloaded (without any payment of bid document fee for viewing only but participation in bids can be done only after payment of bid document fee for site) from e-tendering portal www.tenderwizard.in/RLDA and RLDA website www.rlda.indianrailways.gov.in by due date/time as per Clause 2.3 (Schedule of e-bidding Process).
- 2.1.5 Bids unaccompanied by either the Bid Document Fee or the receipt of submission of the same will be summarily rejected.



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

2.2 Bid Participation

2.2.1 For participation in the bid, the applicant will have to pay a Bid document fee of Rs.50000 + applicable GST 18% i.e. Total of Rs.59000 (Rupees Fifty Nine Thousand Only) through online portal i.e. www.tenderwizard.in/RLDA. The Bid Document fee is non-refundable/ non-transferable. The cost of Bid Documents has to be paid before due date and time of downloading of e-bid. (Refer Clause 2.3 of ITB). The GSTIN of RLDA is 07AAAGR0030G1ZT. There shall be no relaxation of MSME registered bidders.

2.2.2 For downloading of e-bid documents, Bidder shall also submit a non-refundable processing fee @ 0.05% of Reserve Price / Estimated Cost with a minimum of Rs.550/- only and maximum cap of Rs.5,000/- plus applicable taxes to be paid online using the e-payment gateway to Central Electronics Limited (CEL) before date & time of downloading of e-bid. In the case where estimated cost is not mentioned, then in such cases the tender processing fee will be Rs.2,000/- exclusive of all taxes.

2.2.3 The Bid Document Fees once paid shall be non-refundable & non-transferable.

2.3 Schedule of e-bidding Process

The important dates for the Bidding Process are as mentioned in the Time Schedule for bidding, subject to changes, if any, which will be advised through addendums/amendments:

2.4 Addresses for Communication:

2.4.1 All notices related to this Bid including Clarifications/Amendments/Addendums to the Bid document shall be available on www.tenderwizard.in/RLDA under "Tenders".

2.4.2 Interested Bidders may obtain further information from:-

A. For Site related information:

- (i) Chief Project Manager/Lucknow (e-mail: cpmlko@rlda.railnet.gov.in)
Tel: 0522-2975661; Mob: 9794883330
- (ii) Joint General Manager/P-3 (e-mail: dgm_p3@rlda.railnet.gov.in)
Tel: 011-23232854; Extn: 220 Fax: 011-23232835, Mob: 7678149900

B. Consultants of the Site: M/s JLL Property (India) Pvt. Ltd.

- (i) Mr. Ravi Chauhan e-mail: ravi.chauhan@ap.jll.com, Mobile: - 9999973478

Note: The Architectural Consultant for the project is Ormin Infrastructure Pvt Ltd., 371, 1st floor, Rangpuri, NH-48, New Delhi-110037

C. For Tender related information from:

AM/Tender (e-mail: amtender@rlda.railnet.gov.in)
Tel: 011-23232854; Extn: 139 Fax: 011-23232835. Mob: 8750554811

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB

Shelmar Skyline Private Limited

23



23



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

2.4.3 All communications, including the covers, should contain the following information, to be marked at the top in bold letters:

(RFP Notice No: RLDA/2024/RFP/CD/CRD-04 Dated 11.01.2024)

For

"Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P."

2.4.4 The address for all communications shall be:-

Joint General Manager (Tender),
Rail Land Development Authority (RLDA),
Unit No. 702-B, 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate, New Delhi-110002

3.0 **Bid Submission and Opening:** - The Bidders shall submit their bids in the following manner:

3.1 **Eligibility Proposal** - In Electronic form and Original (Cover-1) shall contain the following documents duly filled in:

- (i) Duly filled up and digitally signed/signed 'Checklist of documents as per format';
- (ii) Duly digitally signed/signed 'Instructions to Bidders';
- (iii) Duly filled up and digitally signed/signed/executed Bid Forms 1 to 11, 16, 16A & 17 as applicable;
- (iv) Duly digitally signed/signed Form Nos.13 to 16;
- (v) Duly digitally signed/signed Documents required on Constituents and shareholders to establish that the Bidder does not have a conflict of interest;
- (vi) Bid Security to be paid online mandatorily.
- (vii) Duly digitally signed/signed Instructions to Bidders and Bid Forms [LDHB Part-III];
- (viii) Duly digitally signed/signed Special Conditions of Lease Agreement [LDHB Part- IV];
- (ix) Duly digitally signed/signed Schedules and Specifications [LDHB Part-V];
- (x) Duly signed Copy of RFP Notice and Corrigendum/Addendum;
- (xi)

3.2 **Financial Proposal** - (Cover-2) of the Bid will contain only the Financial Proposal in the Bid Form 12. This has to be submitted on-line only and no hard copy has to be submitted.

3.3 **Cover-1 and Cover-2** should be submitted online in digital format. However, Cover-1 containing items as per clause 3.1 (iii) above shall also be submitted in hard copy as detailed in Article 20.

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



24



Shalimar Skyline Private Limited

24

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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loca Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

Note:-The Financial Proposals of Bidders shall be opened who are found to qualify financial eligibility criteria, their bids found responsive & have submitted Bid Document Fee, Bid Security and other requisite documents by due date & time.

The Cover-1 should be addressed to:

Joint General Manager/Tender,
Rail Land Development Authority (RLDA),
Unit No. 702-B, 7th Floor, Konnectus Tower,
DMRC Building, Ajmeri Gate, New Delhi-110002

- 3.4 Bid Security can be paid online on e-tendering portal using the e-payment gateway to Central Electronics Limited (CEL).
- 3.5 e-bids/ Eligibility Proposals (Cover-1) will be opened at due date & time as per schedule of e-bidding process. The Financial Bids (Cover-2) of only those Bidders who are found to be eligible as per their Eligibility Proposal shall be opened at a subsequent date after evaluation of Eligibility Proposals. The date of opening of Financial Bids will be decided by RLDA and communicated to all eligible Bidders either through e-mail or on e-tendering portal.
- 3.6 Bids documents containing erasures and /or alterations are liable to be rejected. Corrections made by bidder(s) must be attested by the authorized signatory.

4.0 (A) Technical Eligibility- Please refer Article 4C

4.0 (B) Financial Eligibility

4(B).1 The Financial Eligibility required to be met by the Bidder and to be submitted in Bid Form No- 4 is:

Minimum average annual Total / Gross Turnover of the Bidder during the last 3 (three) financial years preceding the Bid Submission Date i.e.2020-21, 2021-22 & 2022-23 should be as specified here under against the site:

Name of Site	Area	Minimum Average Annual Total/Gross Turnover
Vasundhara Colony, Varanasi	15166Sqm	Rs.25.00 Crore

OR

Net Worth of the Bidder:- The Bidder should meet the net worth requirement as on 31st March, 2023 (31st March of last financial year) as specified hereunder:-

Name of Site	Minimum Net Worth
Vasundhara Colony, Varanasi	Rs.25.00 Crore

Note: 1. The Bidder shall be required to submit the Bid Form 4 duly certified by the

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



Jbs 25



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

Statutory Auditors, based on the audited financial statements/income tax return.

Note:2. In case a bidder is bidding for more than one site, then computation of "Financial" eligibility criteria shall be computed by adding the requirement for the respective Land Parts.

4(B).2 For clarity of Part-III (ITB Bid Form-4) and this RFP:

(a) term "Total/Gross Turnover" shall have the following meaning:

"Total/Gross Turnover" means, the gross amount of revenue, from the Bidder / Member of Consortium, duly recognized in the audited Profit and Loss Account from the sales and/or supplies and/or distribution of goods and/or on account of services rendered, and/or all other incomes, by a Bidder/Member of Consortium during a financial year in the ordinary course of such activities / business(s) and as certified by its / their Statutory Auditors as per format in Bid Form-4."

(b) term "Net worth" shall have the following meaning:

"Net Worth" shall mean (Subscribed and Paid up Equity Capital (not to include any Share Application Money/Preference Share Capital) including Equity/Security Premium+ General Reserves) Less (Revaluation Reserves +Accumulated Losses + Miscellaneous Expenditure not written off + Accrued Liabilities not accounted for + Intangible Assets).

4.(B).3 The Financial Eligibility shall be based on the audited annual financial statements / income tax returns of the last three Financial Years of the Bidder ending March 31st preceding the Bid submission date (the "cut-off date"). In the case of a Bidder whose financial year does not end on the 31st of March, the annual financial statements of the last three financial years just preceding the cut-off date will be considered. Financial Statement for part year will not be accepted.

4.0 (C) Construction Experience

Construction Experience: As part of its application, the bidder shall furnish an undertaking as per Bid Form 3A, if selected in the current qualification process then the Bidder shall comply with this Clause 4.0 (C).

Construction Experience:

Construction Experience: As part of its application, the bidder shall furnish an undertaking as per Bid Form 3A, if selected in the current qualification process then the Bidder shall comply with this Clause 4.0 (C).

- i. For demonstrating construction experience, the Selected Bidder, or an entity contracted by the Selected Bidder, shall over the past 10 (ten) financial years immediately preceding the Bid Submission Date, shall have minimum experience as follows:
 - a. The Bidder, or an entity contracted by him, should have successfully completed (as a developer or contractor or owner) at least a single real estate project (Residential)



26



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

Commercial, Township or Institutional etc.) equivalent to a minimum of 20% of the size of the proposed Project (i.e.10517 Sqm) the size being measured in terms of built up area during the last 10 (ten) years preceding the Bid Submission Date

OR

b. The Bidder, or an entity contracted by him, should have successfully completed (as a developer or contractor or owner) at least the cumulative built-up area of multiple real estate projects (Residential, Commercial, Township or Institutional etc.) with aggregate minimum size equal to the size of the proposed Project (i.e.52582 Sqm), the size being measured in terms of built up area during the last 10 (ten) years preceding the Bid Submission Date

c. In terms of sub-clause (a) & (b) of 4.0(C), partly completed projects shall be permitted for accounting of built up area for fulfilment of the above requirements provided construction of that built up area has been completed and the area is ready for occupation and the same is certified as such on the Bid Form-3B

- ii. To satisfy the construction experience as mentioned above selected bidder has to submit the relevant information as per Bid Form 3B along with necessary supporting documents like agreement with the contracted entity, Letter of award of work, and completion certificate of concerned projects from the competent authority and any other documents as called by RLDA. The decision of RLDA regarding fulfilment of construction experience shall be final and binding. The Construction Experience of self or of the contracted Entity shall be submitted by the selected bidder within 105 days from the date of issue of LOA. The Entity contracted by the selected bidder shall be continued till the completion of project.
- iii. The Entity contracted by the selected bidder and whose Construction Experience has been used, is normally not allowed to leave during the ongoing construction. In exceptional circumstances, if the selected bidder has to leave the contracted Entity during ongoing construction, then new Entity with similar or higher experience may be allowed to be contracted with prior approval of the RLDA.
- iv. The EMD/Bid Security will not be refunded till the approval of Construction Experience Credential by RLDA.
- v. If the Construction Experience of the bidder or the contracted Entity of the bidder, is not found in accordance with the provisions of the RFP documents or the selected bidder fails to submit the Construction Experience of self or of the contracted Entity within stipulated time, then action as contained in Undertaking (Bid Form 3A), submitted by the bidder, shall be taken i.e. LoA shall be cancelled, the EMD/Bid Security shall be forfeited and Liquid Damages, if any prescribed in bid document, shall also be imposed.

5.0 (A) Eligibility for a Consortium:

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB

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27



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27



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

5.(A).1 In case the Bidder is a consortium, the aggregate Financial Eligibility of individual Members of the consortium can be considered for meeting the minimum required criteria provided each of such Members holds at least 26% of the equity in the consortium. Further, the lead Member of the consortium must have a minimum of 50% of the Financial Eligibility specified in sub -Para 4.0(B) above.

5.(A).2 Consortium Requirements

Bids submitted by a consortium of Bidders must comply with following requirements:

- a) The number of Members shall not exceed [4 (four)] Members, each meeting the requirements specified in Clause 5.1 above.
- b) The Consortium shall furnish a joint bidding agreement (the "Joint Bidding Agreement") on an on-judicial Stamp Paper of a minimum of Rs.100/- (Rupees one hundred only) as per the format provided in the relevant Bid Form, which shall be legally binding on all the Members. In case the Consortium is selected, the Joint Bidding Agreement shall continue in full force and effect till the Lease Agreement becomes Effective and there after the legal liabilities of the Members shall be governed by the relevant equity lock in provisions of the Lease Agreement. However, in case the Consortium does not get selected for award of the Project, the Joint Bidding Agreement will stand terminated upon return of the Bid Security by RLDA.
- c) One of the Members of the Consortium holding at least 26% (twenty six per cent) of the paid up and subscribed equity/ownership stake in the Consortium as well as contributing a minimum of 50% (fifty per cent) of the specified Financial Eligibility shall be authorized and nominated as the Lead Member to act and represent all the Members of the Consortium for bidding and implementation of the Project. This authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the Members as per format provided in the relevant Bid Form.
- d) Change of the Lead Member will not be allowed under any circumstance.
- e) A Bidder or a Member of a consortium can be a Member in only one consortium of Bidders; if a Bidder/Member participates in more than one Bid for the same Project/Site, all Bids of which it is a part would be summarily rejected.
- f) All Members of the consortium of Bidders shall be liable jointly and severally for the execution of the Project.

5.(A).3 In case the bidder is consortium, the lead member of the consortium must have a minimum of 50% of the Financial Eligibility specified in sub – Para (b) above.

5.0 (B) Eligibility for a Partnership Firm:

5.0.(B).1.A registered Limited Liability Partnership firm (LLP) is eligible for bidding.

5.0.(B).2. Other than registered Limited Liability Partnership firm (LLP) are not eligible, however in case, Partner(s) of such Partnership Firm can participate as individuals



28



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

or form a Consortium. The Financial experience of the partnership firm can be considered as the experience of the Partner(s) in proportion to their respective stakes in the Partnership Firm for Financial eligibility of such Bidder/Member of Consortium.

5.0 (B) 3. The following requirements also need to be fulfilled:

- i. The Partnership Firm must be a registered partnership firm under the provisions of Partnership Act, 1932.
- ii. Certified true copy of the Partnership Deed shall be furnished with the Bid for the relevant period so as to ascertain the minimum average annual total/gross turnover.
- iii. The Firm must be in existence and in operation during the Bid Submission Date.
- iv. The statement related to financial eligibility of the Partnership Firm shall be duly certified by a Statutory Auditor/practising Chartered Accountant.
- v. The Partnership Firm shall furnish an undertaking to support the Bidder, in the Bid Forms- 9A & 10A. This undertaking must be signed by all Partners of the Firm or by Partner duly authorised by all Partners in this behalf.

6.0 Schedule of Payment

The payment of Lease Premium and Annual Lease Rent is required to be made as per the Schedule of Payment in Bid Form -12. The payments of First Annual Lease Rent shall commence from the day after the execution of Lease Agreement and shall continue to be paid every year in advance at the beginning of each financial year (not later than 10th April) till the expiry of the Term of the Lease Agreement. However, the Annual Lease Rent for the first financial year or part thereof shall be payable in advance at the time of signing of the Lease Agreement.

7.0 (A) Bid Security

(i) The amount of Bid Security for the Site shall be as under:

Name of Site	Area	Amount of Bid Security
Vasundhara Colony, Varanasi	15166Sqm	Rs.1.00 Crore (Rupees One Crore only)

- (ii) The requisite Bid Security shall be accepted only through online mode, processed through RLDA E-tendering Portal, using E-payment Gateway. Other modes like pay order, demand draft, bankers cheque etc. shall not be accepted. Bid Security received online in any of RLDA's accounts directly, and not through the E-tendering portal, shall also not be acceptable. There shall be no relaxation of MSME registered bidders.
- (iii) Clause 12.2 & 12.3 of Part-I Regulations of Bids and Lease Agreement (LDHB) shall not be applicable in this case.

The Bid Security shall be paid online on e-tender portal using the e-payment gateway to Central Electronics Limited (CEL).



29



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

(B) Commitment Security: NOT APPLICABLE

8.0 Construction Period

- (i) The Lessee shall be required to complete the construction of project of developer part within a period of 05 years (Not exceeding 10 years from the appointed date) in terms of Clause-10.3 of Article -10 of Part-II/ GCLA.

9.0 Evaluation of Bids

The Bids shall be evaluated in terms of LDHB Part-I [Regulations for Bids and Lease Agreements] by consultant of the project as mentioned in table-4 of Para 1.2 above and RLDA. The Bidder offering the highest Financial Bid for the Site, provided the Bid is responsive in terms of the ITB and the Bid Forms [RLDA LDHB Part - III], shall be declared as Selected Bidder for the Site and RLDA shall issue LoA the ("Letter of Acceptance") to the selected bidder.

10.0 Letter of Acceptance (LOA)

- 10.1 LOA shall be issued, in duplicate, to the Selected Bidder. The Selected Bidder shall, within 7 (seven) days of receipt of LOA, sign and return the duplicate copy of LOA in acknowledgement thereof. In the event, the duplicate copy of LOA duly signed by Selected Bidder is not received by the stipulated date, RLDA may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder, as mutually agreed genuine pre-estimated loss and damage suffered by RLDA on account of failure of the Selected Bidder. In the event not provided of the full amount of Lease Premium within the stipulated time, Bid Security shall be forfeited and the LOA shall be cancelled and RLDA shall have the right to take further actions as per terms of Bid Documents.

11.0 Success Fee

SN.	Upfront Lease Premium per site	Success Fee
1.	Upto Rs.10 Crore	1% of present value of Lease Premium quoted by the Selected Bidder subject to a minimum of Rs.1.0 Lakh per site
2.	More than Rs.10 Crore & upto Rs.50 Crore	Rs.10 Lakh plus 0.50% of the amount by which Lease Premium amount exceeds Rs10 Crore
3.	More than Rs.50 Crore & upto Rs.100 Crore	Rs.30 Lakh plus 0.25% of the amount by which Lease Premium amount exceeds Rs.50 Crore
4.	More than Rs.100 Crore	Rs.42.50 Lakh plus 0.10% of the amount by which Lease Premium amount exceeds Rs.100 Crore subject to a maximum amount of Rs.2 Crore per site

RLDA has appointed a consultant M/s JLL Property (India) Pvt. Ltd. for assistance to RLDA in marketing the Sites. The Selected Bidder shall pay a Success Fee to RLDA's Consultant, M/s JLL



30



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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

Property (India) Pvt. Ltd, through RLDA for the project prior to the execution of the Lease Agreement. The success fee shall be as given below:-

The Success Fee shall be payable by the Selected Bidder in two stages as stated below:

- a) Stage – I
25% of the amount of Success Fee within 30 days of issue of LOA.
- b) Stage – II
75% of the amount of Success Fee on signing of the Lease Agreement with the Lessee.

Default in the payment of Success Fee or part thereof by the Selected Bidder shall entitle RLDA to forfeit the Bid Security and may result in withdrawal of LOA and termination of Contract.

12.0 Execution of Lease Agreement

12.1 The Special Purpose Company (SPC), to be created by the Selected Bidder for implementation of the Project, is required to execute the Lease Agreement as contained in the format of Form No-14, after due compliance of pre-requisites under Clause No.26 of the Regulations [Part I of LDHB] at least 15 days prior to the period specified in the Regulations or the extended period, if applicable, for the execution of the Lease Agreement, failing which the Bid Security shall be forfeited and the LOA shall be cancelled. For avoidance of any doubt, the SPC incorporated pursuant hereto shall not engage in any other activity except as expressly permitted under this Lease Agreement. However, In case the bidder is a Central/State Govt. Entity, including PSUs, Corporation, Authority, Trust etc. and they intend to use the land for their own purpose and gives an undertaking that no sub-leasing of Built Up Assets shall be done by them, then in such cases they may be exempted from formation of SPC and then lease agreement will be signed directly with such entity (refer sub clause 8.1.1 in Part-I of Bid Documents).

12.2 The Lease Agreement can be signed only after payment of full amount of Lease Premium or after payment of first installment of Lease Premium and submission of BGs (Bank Guarantees) for Subsequent installments of Lease Premium with interest and applicable GST thereon as per the payment schedule in Bid Form– 12. In case of Escrow Mechanism, the requirement of BGs as envisaged in Clause 26(b) of Regulations for Bid and Lease Agreement (Part-I of RFP) shall not be mandatory.

13.0 **Minimum Paid-up & Subscribed Share Capital of Special Purpose Company (SPC):** The paid up and subscribed share capital of the SPC created by the Selected Bidder for Implementation of the Project at the time of signing of the Lease Agreement with RLDA should not be less than:

Name of Site	Area	Amount of Minimum Paid-Up & Subscribed Share Capital (in Crore)
Vasundhara Colony, Varanasi	15166Sqm.	4.78 Crore

14.0 Pre-Bid Meeting

Pre-Bid meeting will be held at following venue as per the following scheduled at the address given below:

Part-10 Instruction to Bidder and Bid Forms of RLDA LDHB





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

S. No.	Date	Time	Venue
1	19.02.2024	12:30 Hrs.	Pre Bid Meeting online on WebExportalDetails to be obtained from JGM/P-3 (Mob: 7678149900)

14.1 Parties interested in participating may send their queries through email at the email address: dgm_p3@rlda.railnet.gov.in or rcpmlko@rlda.railnet.gov.in in advance so that these could be replied in the Pre-Bid Meeting.

15.0 Scope of the Project

15.1 The Selected Bidder shall carry out the development as per local building byelaws.

15.2 The Selected Bidder shall, at its own risk, cost, expense and charges in connection with or incidental to the performance of the obligations of the Selected Bidder under this agreement shall procure all the requisite applicable permits for the development of the site and arrange to design, finance, construct and develop the Site. No claim shall be entertained on this account. However, RLDA without any liability thereof, will assist the Lessee in obtaining the required approval / permits, the Lessee shall not be deemed absolved of its own responsibility and RLDA shall not in any way be liable for the approval/permits or for non-receipt thereof for any reason whatsoever nor any loss or damage arising in consequences of such delay or non – receipt.

15.3 The Bidder shall be permitted to market and sub-lease Built Up Area for usage of any legal and lawful activities.

15.4 The applicable FSI group housing is 2.50. However, present Bid has been invited for land parcel as shown in plan in Part-V of RFP for FSI of 2.5 (w.r.t. complete Land Plot Area) as mentioned in Bid Form-12. However, the Selected Bidder/Lessee has the liberty to undertake Residential Development as per requirement and by utilizing permissible FSI by paying additional premium as per terms and conditions mentioned in the bid document.

16.0 Relief against delay on account of OSR (open space for recreation): NOT APPLICABLE

17.0 Clause 8.1 of Regulation of Bids and Lease Agreement (Part-I) is amended and read as under (to cover the SPC in case of Registered Trust or Registered Co-operative Society, with Charitable objectives)

"The Selected Bidder shall incorporate a new SPC under the companies Act, 2013 with its minimum equity sharing of 99.9% (Ninety Nine Point Nine Percent), within 90 (Ninety) days from the date of issue of the Letter of Acceptance (LOA) by RLDA for implementation of the Project. The Lease Agreement shall be executed with such SPC. RLDA at its discretion and on reasonable grounds may extend this period. The Memorandum of Association (MoA) of the SPC shall be in the prescribed format given at Form No.16. However, in case of Registered Trust or Registered Co-operative Society, with charitable objectives, the SPC incorporated under Section 8 of the Companies Act, 2013, MoA of the SPC shall be as per Form No. INC-13, available on website of Ministry for Corporate Affairs, incorporating main objectives of RLDA as well as of successful bidder and in such cases an affidavit as well as an undertaking shall also be submitted of not

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



32



32



Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

winding-up or amalgamating the SPC till the lease agreement with RLDA is in force." (Please refer corrigendum/Addendum of Part-I/RLDA/LDHB on RLDA website)

18.0 ESCROW Agreement:

The SPC created by the Selected Bidder shall have to execute Escrow Agreement, as per the draft format specified in Annexure-A of LDHB Part-II [General Conditions of Lease Agreements], open & operate an Escrow Account in terms of SCLA and GCLA. The SPC shall have liberty to submit the Bank Guarantee Bond, at any time, for all outstanding amounts against the Lease Premium including the interest thereof plus amount of applicable GST, as per the Bid Form-13, following which the Escrow Account shall be terminated. The draft format annexed as Annexure - A "Format of Escrow Agreement" appearing in GCLA may be modified and drafted by the Lessee duly incorporating provisions to meet the requirement of the Lender Bank, RERA, GST and any other provisions of applicable laws. Same shall be examined by RLDA through an independent legal and financial expert before approval within 30 days of submission of the draft format by the lessee. The decision of RLDA shall be final and binding in this regard. Option of both Bank Guarantee as well as Escrow Mechanism shall be applicable to give flexibility to the developer to adopt system as per their choice.

19.0 FOREIGN COMPANY

Foreign Companies are not eligible to bid for Tenders for value upto Rs.200 Cr. as per Letter No. F.12/17/2019-PPD dt. 28.05.2020 issued by Ministry of Finance, Govt. of India.

20.0 TEMPORARY CHANGES IN RLDA TENDER DOCUMENTS ON ACCOUNT OF LOCKDOWN DUE TO COVID-19 PANDEMIC

- A. The requisite Bid Security shall only be paid online on RLDA E-Bid Portal using E-Payment gateway. Other modes like Pay Order, Demand Draft, Bankers Cheque etc. shall not be accepted.
- B. During the period of COVID-19 lockdown/phases of unlockdown and one month thereafter, Bidders can submit Bid Forms in Soft Copy (Scan/PDF) on E Bid Portal. These Bid forms are required to be submitted on letter head of the firm (Lead Member in case of Consortium) of the bidder duly signed and stamped.

However, all applicable Bid Forms, Undertakings & Affidavits shall be submitted by the selected bidder in hard copy, in original, in prescribed format, as stipulated in Bid Documents, within 60 days of lifting of lockdown/phases of unlockdown, failing which shall lead to the non-consideration of offer (offer shall be considered withdrawn leading to forfeiture of bid security under clause 12.6 (b) of Part I of bid documents) or cancellation of LOA along with forfeiture of bid security on account of lack of earnestness on part of selected bidder, as the case may be. Lease agreement will not be signed without submission of original documents as specified in the Bid documents.

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



33



Shalima Skyline Private Limited

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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

Further, Bidders shall submit a self-attested undertaking on letterhead of the firm of the Bidder in the enclosed format.

There is no exemption / relaxation given w.r.t. documents to be submitted under Clause 7, Part I, which have to be certified by a statutory auditor or attested by a Chartered Accountant, as the case may be. These documents can also be submitted in scanned/PDF copy.

C. It is reiterated that if bidder provides any materially incorrect or false information, material misrepresentation or revelation at any stage about not meeting the eligibility criteria by the bidder, then it will attract provision for disqualification of the bidder, cancellation of LOA, forfeiting of the bid security etc. as detailed in Article 23 of Part I of Bid Documents (Regulations for Bids and Lease Agreements).

D. The Bidder shall also file the Undertaking given in Bid Form 17 at the time of filing Bid Documents.

21.0 Dismantling of exiting Old Dilapidated Structure at site (if applicable & as applicable with approval of Competent Authority) & Shifting of Utilities: All shifting of minor utilities shall be done by developer at his own cost. RLDA will help the bidder in matter related to coordination with State Agencies, however the responsibility is completely of developer. The cost of shifting of High Voltage transmission/Distribution line, shall be borne by RLDA. The Developer however has to lies on with the concern authority. **Not Applicable**

22.0 Change of Land Use (CLU): As per Architectural report and clarification from Varanasi Development Authority the land parcel under consideration falls in "Residential" while residential and commercial developments are adjoining the site in the line with the Varanasi Master Plan-2031. The RFP has been invited for Residential development (along with commercial use on 5% of land area. The proposed lease-based development is 'Residential' however, CLU may not be required in terms of Gazette Notification No. 1/2021/138/Eight-8-2021-12LUC/2020, Lucknow dated: 03.03.2021, issued by Government of Uttar Pradesh. Copy annexed with Part-V of bid documents. The NOC and other statutory clearance /approvals would be required. The Developer shall be allowed to undertake development as per DCR norms, Zonal Regulations for Residential Development.

The Bidder will have his discretion to plan, organize and construct the development to suit his business plan. Development approving Authority for the subject site is the Varanasi Development Authority and for Water/Sewerage, Electricity and others there are Municipal Corporation /concerned Authorities. The site will be handed over on "as is where is basis" with a provision that the bidder can develop the site for the activities which are permissible under existing land use. However, RLDA without any liability thereof will provide all assistance required for obtaining permissions/ approval by the developer, but the responsibility, risk and cost, time, expenditure if required any, development charges payable to the local development authority of state Govt. would be payable and borne by the lessee and will be entirely on the part of the developer except exclusively mentioned in the Bid document.



34



Shalimar Skyline Private Limited
Authorised Signatory



Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

BID FORMS



Jbz
35



Shalimar Skyline Private Limited



Authorised Signatory

PART-III
INSTRUCTIONS TO BIDDERS AND BID FORMS

CHECKLIST FOR ELIGIBILITY PROPOSAL

Bid Document No:-RLDA/2024/RFP/CD/CRD-04 Dated 11.01.2024

CHECKLIST FOR e-bids: FOR ELIGIBILITY PROPOSAL (Technical Bids):

Requirement	Complied with (Yes / No)
All the pages numbered serially.	YES
The Proposal and all related correspondence and documents in relation to the Bidding Process are in English Language.	YES
Supporting documents and printed literature furnished with the Proposal in any other language are accompanied by translations of all the pertinent passages in English language, duly authenticated and certified by the Bidder.	NOT APPLICABLE
We have read and made ourselves well conversant with the provisions/in formations contained in RLDA-Land Development Hand Book Part-I (Regulations for Bids and Lease Agreement) and Part-II (General Conditions of Lease Agreement and we affirm to abide by the same.	YES

S. No.	Scanned copy of instrument/ enclosure for Uploading	Uploaded (Yes / No / Not Applicable)
1	Bid Document fee of Rs. 50,000 /- + GST 18% = Rs.59,000 (Rupees FiftyNine Thousand Only) to be paid online	YES
2		

S. No.	Document / enclosure for submission	Document Uploaded (Yes/No/ NA)	Page Nos. (to)	Total No. of Pages
1.1	Scanned Copy of Instructions to Bidders (RLDA LDHB Part-III), SCLA [RLDA LDHB Part-IV], Schedules and Specifications [RLDA LDHB Part-V], as issued by RLDA for the Project, digitally signed by the authorized signatory are to be uploaded.	YES	1 TO 159	159



S. No.	Document / enclosure for submission	Document Uploaded (Yes/No/NA)	Page Nos. (to)	Total No. of Pages
1.2	Scanned Copy of Covering Letter are to be uploaded as per the prescribed format in Bid Form 1; i) signed by authorized signatory ii) on the letterhead of the Bidder;	YES	160 TO 163	4
2(A)	Scanned Copy of General Information are to be uploaded about the sole Bidder/Lead Member as per the prescribed format in Bid Form 2; Evidence of incorporation,	YES	164 TO 243	80
2(B)	Scanned Copy of General Information about Member-1 are to be uploaded as per the prescribed format in Bid Form 2(a); Evidence of incorporation,	NA		
2(C)	Scanned Copy of General Information about Member-2 are to be uploaded as per the prescribed format in Bid Form 2(b); Evidence of incorporation,	NA		
2(D)	Scanned Copy of General Information about Member-3 are to be uploaded as per the prescribed format in Bid Form 2(b); Evidence of incorporation,	NA		
3(A)	Scanned Copy of Undertaking for Construction Experience (to be forwarded on the letter head of the Applicant/Lead Member of Consortium) as per the prescribed format in Bid Form-3 (A).	NA		
3(B)	Scan Copy of Information for Construction Experience as per the prescribed format in Bid Form-3 (B). For Bid Form 3 (B): In case Bid Form 3B consists of more than one page, Registered Project Architect, Statutory Auditor & Authorized Signatory shall sign with seal on all pages.	YES	245 TO 248	4
4	Information for Financial Eligibility for sole Bidder/Member in case of Consortium certified by statutory auditor/CA as per the prescribed format in Bid Form 4; (Separate forms for each Member in case of Consortium where Financial experience is aggregated)	YES	249 to 250	2



37



S. No.	Document / enclosure for submission	Document Uploaded (Yes/No/NA)	Page Nos. (to)	Total No. of Pages
	Audited annual financial reports/Income tax return along with financial statements duly certified by SA/CA of the Bidder or in case of a Consortium, of each Member, for last three financial years and duly signed on all pages.	YES	251 TO 468	218
5	Scanned Copy of Joint Bidding Agreement, in case of Bidder being a consortium, executed on non-judicial stamp paper of Rs. 100/- and duly notarized as per the prescribed format in Bid Form 5;	NA		
Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting formation of JBA has been uploaded		(Yes/No/Not Applicable) NA		
Joint Bidding Agreement executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Agreement is being executed/ uploaded.		(Yes/No/Not Applicable) NA		
6	Bid Security to be paid online using the e-payment gateway to Central Electronics Limited (CEL).	YES	487 TO 488	2
7	Scanned Copy of Power of Attorney (submitted by the Member / Lead Member for signing of Bid) executed on non-judicial stamp paper of Rs.100/- and duly notarized as per the prescribed format in Bid Form 7;	YES	497 TO 501	5
Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been uploaded		(Yes/No/Not Applicable) YES 501		
Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed		(Yes/No/Not Applicable) NA		
8	Scanned Copy of Power of Attorney in favour of the Lead Member of Consortium executed on non-judicial stamp paper of Rs.100/- and duly notarized as per the prescribed format in Bid Form 8;	NA	Shalimar Skyline Private Limited	Authorized Signatory



38



S. No.	Document / enclosure for submission	Document Uploaded (Yes/No/NA)	Page Nos. (to)	Total No. of Pages
	Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting the authority of the person signing the Power of Attorney has been submitted	(Yes/No/Not Applicable) NA		
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed	(Yes/No/Not Applicable) NA		
9	Scanned Copy of Undertaking from Bidder/ Member of Consortium for claiming experience from holding/subsidiary on non-judicial stamp paper of Rs.100/- and duly notarized as per the prescribed format in Bid Form 9, if applicable;	NA		
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed	(Yes/No/Not Applicable) NA		
9A	Scanned Copy of Undertaking from Bidder/Member of Consortium for claiming experience of Partnership firm on non-judicial stamp paper of Rs.100/- and duly notarized as per the prescribed format in Bid Form 9A, if applicable;	NA		
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed	(Yes/No/Not Applicable) NA		
10	Scanned Copy of Undertaking from Partnership Firm on non-judicial stamp paper of Rs. 100/- and duly notarized as per the prescribed format in Bid Form 10A, if applicable;	NA		
10A	Scanned Copy of Undertaking from holding/subsidiary on non-judicial stamp paper of Rs. 100/- and duly notarized as per the prescribed format in Bid Form 10, if applicable;	NA		
11	Scanned Copy of Statement of Legal Capacity as per the format prescribed at Bid Form-11 to be uploaded. Signed by Authorized Signatory	YES (Yes/No/Not Applicable)	469 TO 486, 18	18 Yes



39



S. No.	Document / enclosure for submission	Document Uploaded (Yes/No/NA)	Page Nos. (_ to _)	Total No. of Pages
	On the letterhead of the Bidder	(Yes/No/Not Applicable)		YES
	Scanned Copy of Charter/ Registration/ Incorporation/Identity Proof and PAN in case of Individuals	YES	472 TO 486	15
	<i>UNDERTAKING executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued</i>	NA (Yes/No/Not Applicable)		
12	Information on Conflict of Interest as per Clause 5 of LDHB Part I;	YES	471	1
13	i) Audited Annual Financial Statement/certified copy of income tax return for the last 03 years.	YES	251 TO 468	218
	ii) Certificate of incorporation / registration and respective charter documents(in case of individuals self-attested copy of photo identity)	YES	168 TO 243	76

Note:

- Bid Form No.1,2, 3(A),3(B),4,5,6,7,8,9(A),10,10(A) ,11, 16, 16A & 17, in requisite form, as applicable have to be submitted in original in physical form as detailed in Article 20 of ITB (Part III of Bid Documents)
- The Bidder /Authorized representative shall submit E-bids online with his digital signatures and the same person shall sign requisite Bid Forms who has digitally signed E-bids.

I/We have read and made ourselves well conversant with the provisions/information's contained in RLDA-Land Development Hand Book Part-I (Regulations for Bids and Lease Agreement) and Part-II (General Conditions of Lease Agreement and I/We affirm to abide by the same.

Digitally Signed

Shalimar Skyline Private Limited

Authorized Signatory



40




CHECKLIST FOR FINANCIAL PROPOSAL

Bid Document No: - RLDA/2024/RFP/CD/CRD-04 Dated 11.01.2024

S. No.	Document / enclosure for submission	Document Submitted online (Yes / No / Not Applicable)
1	Financial Bid as per the prescribed format in Bid Form 12;	YES
	i) Digitally signed by Bidder/authorized signatory and submitted online	YES

Date: 02-08-2024
Place: Lucknow

Seal of the Bidder/
Lead Member of the Consortium


(Signature of the Authorised Signatory)
(Mohd. Abdulah Masood)
Director

Note: - Bid Form-12 to be digitally signed and submitted online only.



Shalimar Skyline Private Limited
Authorised Signatory





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

BID FORM 5: Joint Bidding Agreement

Bid Document No:-RLDA/2024/RFP/CD/CRD-04 Dated 11.01.2024

(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 Rs.100/-) and duly notarized(Joint Bidding Agreement executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where the Agreement is being executed)

This Joint Bidding Agreement (the "AGREEMENT") is entered into on this ___ day of ___, 20__ (Year) at _____.

AMONGST

{ _____, an individual having his/her residence at _____ and partner of _____ and currently having his/her place of business at _____ }¹

{M/s. _____, a limited liability partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at _____ }²

{ _____, a co-operative society registered under the Co-operative Societies Act, 1912/ Multi-State Co-operative Societies Act, 2002/ _____ [Insert name of any other Act if applicable] _____ }³ and having its registered office at _____

{ _____, a trust registered under the _____ [Insert name of the Act] _____ and having its registered office at _____ }⁴

{ _____, a company incorporated under the Companies Act, 2013 and having its registered office at _____ }⁵

(herein after referred to as "First Part", which expression shall unless repugnant to the context include its successors and permitted assigns)

AND

{ _____, an individual having his/her residence at _____ and partner of _____ and currently having his/her place of business at _____ }¹

{M/s. _____, a limited liability partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at _____ }²

{ _____, a co-operative society registered under the Co-operative Societies Act, 1912/ Multi-State Co-operative Societies Act, 2002/ _____ [Insert name of any other Act if applicable] _____ }³ and having its registered office at _____

{ _____, a trust registered under the _____ [Insert name of the Act] _____ and having its registered office at _____ }⁴

Shalimar Skyline Private Limited

Authorised Signatory

1,2,3,4&5 Retain whichever is applicable.

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



42





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loka Colony, in Varanasi Division of NE Railway, U.P.
 Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

{ _____, a company incorporated under the Companies Act, 2013 and having its registered office at _____ }⁵
 (herein after referred to as "Second Part", which expression shall unless repugnant to the context include its successors and permitted assigns)

AND

{ _____, an individual having his/her residence at _____ and partner of _____ and currently having his/her place of business at _____ }¹

{M/s. _____, a limited liability partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at _____ }²

{ _____, a co-operative society registered under the Co-operative Societies Act, 1912/ Multi-State Co-operative Societies Act, 2002/ [Insert name of any other Act if applicable] _____ }³ and having its registered office at _____ }³

{ _____, a trust registered under the [Insert name of the Act] _____ and having its registered office at _____ }⁴

{ _____, a company incorporated under the Companies Act, 2013 and having its registered office at _____ }⁵

(herein after referred to as "Third Part", which expression shall unless repugnant to the context include its successors and permitted assigns)

AND

{ _____, an individual having his/her residence at _____ and partner of _____ and currently having his/her place of business at _____ }¹

{M/s. _____, a limited liability partnership registered under the Limited Liability Partnership Act, 2008 and having its registered office at _____ }²

{ _____, a co-operative society registered under the Co-operative Societies Act, 1912/ Multi-State Co-operative Societies Act, 2002/ [Insert name of any other Act if applicable] _____ }⁴ and having its registered office at _____ }³

{ _____, a trust registered under the [Insert name of the Act] _____ and having its registered office at _____ }⁴

{ _____, a company incorporated under the Companies Act, 2013 and having its registered office at _____ }⁵

(herein after referred to as "Fourth Part", which expression shall unless repugnant to the context include its successors and permitted assigns)

Shalimar Skyline Private Limited

Authorised Signatory

1,2,3,4 & 5 Retain whichever is applicable.

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



43





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

WHEREAS:

- A. Ministry of Railways has authorized the RAIL LAND DEVELOPMENT AUTHORITY, set up by an Amendment to the Railways Act, 1989 and constituted in terms of Extraordinary Gazette Notification dated 31.10.2006, as amended on 5.1.2007, represented by its Chairman and having its principal office at Unit No. 702-B, 7th Floor, Konnectus Tower, DMRC Building, Ajmeri Gate, New Delhi-110002 (hereinafter referred to as the "RLDA" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns), to invite bids for selection of the Lessee either individually or through Consortium for "Bid for "Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P."
- 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 Bid Documents in respect of the Project, and
- C. It is necessary condition under the Bid Documents that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid. **NOW IT IS HEREBY AGREED as follows:**
1. **Definitions and Interpretations**
In this Agreement, the capitalized term shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid Documents.
 2. **Consortium**
 - 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purpose 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 Constituents.
 - 2.3 _____ (name of Consortium) believes that it has the necessary qualification to fulfill the capability for development of the Project and / or _____ (name of Consortium) has the necessary financial capability as detailed in the Bid Documents.
 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 new special purpose company (the "SPC") under the Indian Companies Act, 2013 for entering into a Lease Agreement with RLDA and for performing all its obligations as the Lessee in terms of the Lease Agreement for the Project. All terms and conditions contained in this AGREEMENT will, insofar as they are relevant, be specifically incorporated in the Articles of Association of the SPC.



Authorised Signatory





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.
Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

4. **Roles of the Parties**

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

- a. Party of the ____ Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Lease Agreement when all the obligations of the SPC shall become effective. The role of First Part shall be _____.
- b. Party of the ____ Part shall be {the Financial Member(s) of the Consortium} and the role of Second Part shall be _____.
- c. Party of the ____ Part shall be {the Financial Member(s) of the Consortium} and the role of Third Part shall be _____.
- d. Party of the ____ Part shall be {the Financial Member(s) of the Consortium} and the role of Fourth Part shall be _____.

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 Bid Documents and the Lease Agreement. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Consortium. _____ (Lead Member) shall be authorized to act on behalf of the Consortium as their representative for bidding and implementation of the Project.

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:

Third Party:

Fourth Party:

6.2 The Parties undertake to form a new SPC with minimum joint shareholding of 99.9% equity which shall be required to be maintained till the signing of the Lease Agreement. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPC shall, at all times till the first anniversary of the date of completion of project or till full payment of Lease Premium including interest, whichever is later, be held by the Parties of the First Part, the Lead Member of the Consortium.

6.3 The Parties undertake that they shall collectively hold more than 50% (fifty per cent) of the subscribed and paid up equity share capital of the SPC at all times until the first anniversary of the date of completion of Project or till full payment of Lease Premium including interest, whichever is later.

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

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



45



Authorised Signatory





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

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 organized, 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 authorized 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 this 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 authorization, approval, judgment, 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 businesses of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - vi. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - vii. 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 fulfillment of its obligations under this Agreement.

8. **Termination**

In case the Project is awarded to the Consortium, this Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date/ fulfilment of all the Conditions Precedent for the Lessee (as may be applicable) and thereafter the legal liabilities of the Members shall be governed by the relevant provisions of the Lease Agreement. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by RLDA to the Bidder.

Part-III Instructions to Bidder and Bid Forms of RLDA LDHB



46



Authorized Signatory

[Handwritten Signature]





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

FORM NO:6 :For Guarantee Bond for Bid Security

(NOT APPLICABLE IN THIS CASE)

Bid Document No:-RLDA/2024/RFP/CD/CRD-04 Dated 11.01.2024

(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 Rs.100/-)

To,

The Vice Chairman,
Rail Land Development Authority (RLDA),
Unit No. 702-B, 7th Floor, Konektus Tower,
DMRC Building, Ajmeri Gate,
New Delhi-110002

In consideration of the Rail Land Development Authority (hereinafter called "The RLDA") having agreed to exempt _____ (hereinafter called "The said Bidder from the demand, under the terms and conditions of Tender No. dated _____ for _____ (hereinafter called "the said Bid Documents" of Bid Security as required to be submitted by the bidder as a condition for participation and for the due fulfillment by the said Bidder of the terms and conditions contained in the said Bid Documents on production of a Bank Guarantee for Rs. _____ Rupees _____ only)

we _____ (hereinafter referred to as the bank") at the request of _____ Bidder do hereby

undertake to pay to the RLDA any amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the RLDA by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bid Documents.

2. We _____ (indicating name of the bank) do hereby undertake to pay the amounts due and Payable under this guarantee without any demur, merely on a demand from the RLDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the RLDA by reason of breach by the said Bidder of any of the terms or conditions contained in the said Bid Documents or by reason of the Bidder's failure to perform the terms and conditions of said Bid Documents. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

3. We undertake to pay to the RLDA any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder / shall have no claim against us for making such payment.

4. We (indicating name of the bank) further agree that the guarantee herein contained shall remain

Part-III Instruction to Bidder and Bid Forms of RLDA LDHB



48



Shalimar Skyline Private Limited
59
Authorized Signatory





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.
 Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

in full force and effect during the period that would be taken for the fulfillment of the conditions of the said Bid Documents and that it shall continue to be enforceable till all the dues of the RLDA under or by virtue of the said Bid Documents have been fully paid and its claim satisfied or discharged or till RLDA certifies that the terms and conditions of the said Bid Documents have been fully and properly carried out by the said Bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

5. We (indicating name of the bank) further agree with the RLDA that the RLDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid Documents or to extend time of validity of offer by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the RLDA against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bid Documents and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder (s) or for any forbearance, act or omission on the part of the RLDA or any indulgence by the RLDA to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till RLDA discharges this guarantee. Provided however, that in the event that this Bidder is selected for award of the Project through the issue of the Letter of Acceptance, the Bid Security in the form of this Guarantee Bond shall remain in force until the Bidder has paid the First Installment of the Lease Premium, furnished the Performance Bank Guarantee Bond and executed the Lease Agreement.

OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 180 (one hundred and eighty) days from the Bid Due Date. The Bank Guarantee Bond shall be a continuing irrevocable obligation. Invocation of this Guarantee Bond by any official of RLDA shall be valid and unquestionable.

7. We, _____ further state that ours is _____ a Nationalized / scheduled bank having a net worth of Rs. 1000 Crore or more which is a prerequisite as stipulated by RLDA for issue of the said bank guarantee bond.
8. This guarantee will not be discharged due to the change in the constitution of the bank or the bidder.
9. We _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RLDA in writing.
10. Any demand by RLDA for encashment of the BG Bond shall be deemed to have been duly served _____; if delivered by hand, when left at _____ (address of the issuing branch); and if given or made by pre-paid registered post or facsimile transmission, when received at _____ (address of issuing branch of the Bank) or by email at email id _____ (email of the issuing branch) on the fax no. _____ (for the purposes of facsimile transmission).

Shalimar Skyline Private Limited

Authorized Signatory



49





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.
 Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

IN WITNESS WHEREOF, THE BANK HAS executed this Guarantee Bond on the day, month and year first above mentioned through its duly authorized representative.

SEAL OF THE BANK _____ SIGNED,
 SEALED AND DELIVERED

ON BEHALF OF THE BANK BY

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE
 BANK _____

NAME AND
 DESIGNATION _____
 ADDRESS OF THE BRANCH _____
 TELEPHONE & FAX NO. _____
 SIGNATURES OF THE WITNESSES _____
 NAMES OF THE WITNESSES _____
 ADDRESSES OF THE WITNESSES _____

Shalimar Skyline Private Limited

Authorised Signatory





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

BID FORM 8: Special Power of Attorney in favour of the Lead Member of Consortium.

Bid Document No:-RLDA/2024/RFP/CD/CRD-04 Dated 11.01.2024

(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 Rs.100) and duly notarized. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarized in the jurisdiction where this Power of Attorney is being executed)

WHEREAS THE RAIL LAND DEVELOPMENT AUTHORITY (the "RLDA") has invited bids for "Bid for Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P." Project (the "Project").

WHEREAS, M/s _____, 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 Documents for "Bid for Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P." Project issued by the RLDA.

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

We, M/s _____ 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 1") and

M/s _____ 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 2") and

M/s _____ 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 3") do hereby nominate, constitute and appoint M/s _____ M/s _____ [name of the Company or



Skyline Private Limited
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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

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 RLDA, 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 _____

(Director)

(of the Other Member 1 of the Consortium)

Name of the Person: _____

Company Seal:

FOR _____

Signature _____

Shalimar Skyline Private Limited

(Director)

(of the Other Member 2 of the Consortium)



52





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.
 Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

Name of the Person: _____
 Company Seal: _____
 FOR _____
 Signature _____
 (Director)
 (of the Other Member 3 of the Consortium)

Name of the Person: _____
 Company Seal: _____
 (Executants)
 (To be executed by all the Other Members of the Consortium)

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

Signature _____
 (Director)
 Name of the Person: _____
 Designation: _____
 Company Seal / Seal of the Entity _____

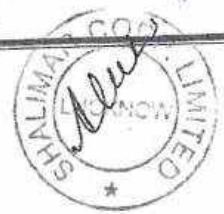
Notarized
 Name, Sign and Seal of the Notary

Witnesses:
 1. _____
 2. _____
 (Executants)
 (To be executed by all the Other Members of the Consortium)

- Note:**
- The mode of execution of the Power of Attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter / organizational / constitutional documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
 - Also, wherever required, the 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.
 - The Power of Attorney should be duly supported with the enabling Board Resolution of all the Consortium Members.



53



Shalimar Co-Operative Limited
 Authorised Signatory





Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 Years with Redevelopment of 150 Type-II Quarters in Railway land at New Loco Colony, in Varanasi Division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

4. For a Power of Attorney executed and issued overseas, the document will also have to be consularized 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 consularized by the Indian Embassy if it carries a conforming Apostille certificate.
5. * Strike out wherever not applicable.



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Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

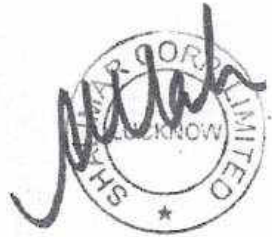
PART - IV

SPECIAL CONDITIONS OF LEASE AGREEMENT



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55



Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 years with Redevelopment of 150 Type-II Quarters in Railway Land at New Loco Colony, in Varanasi, division of NE Railway, U.P

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

PART-IV

SPECIAL CONDITIONS OF LEASE AGREEMENT

The following Special Conditions of Lease Agreement shall supplement the General Conditions of Lease Agreement (GCLA). Whenever there is a conflict, the provisions herein shall prevail over those in the GCLA.

Sub-title	SCLA Clause No.	Ref. GCLA Article No.	Provisions
Appointed Date	1.	1.1.6	360 (Three Hundred Sixty) days from Date of signing of Lease Agreement.
Sub-Lessee	2.	New Definition	"Sub-Lessee" shall mean the party with whom the Lessee executes the Sub-Lease Deed.
Term	3.	1.1.93	99 (Ninety Nine) Years,
Right of way to the site	4.	2.4	Right of Way to the site shall be given by RLDA within 30 days from the effective date.
Procurement of Approvals	5.	2.5.1	The existing Article 2.5.1 is supplemented with the line "Without prejudice to anything contrary contained in the bid documents, the lessee will be solely and exclusively responsible for consequences of failure to obtain any such approvals".
Land Use and Proposed Land use of site	6.		Further addition to Clause 2.5.1 shall be read as under: As per Varanasi Master Plan-2031 land parcel under consideration is "Traffic & Transportation and Railway Property" The proposed Lease based is Residential" However CLU may not be required in terms of Notification No. 1/2021/138/Eight-8-2021-12LUC/2020 Lucknow, dated 03.03.2021 issued by Government of Uttar Pradesh. All plans and drawings of lease-based development of the site under consideration are to be got approved/ by the selected developer form Varanasi Development Authority (or NOC as the case may be), and other local bodies/authorities and all applicable



56

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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 years with Redevelopment of 150 Type-II Quarters in Railway Land at New Loco Colony, in Varanasi, division of NE Railway, U.P.

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

			charges/taxes including development fee etc. shall be borne by the selected developer.
Condition Precedent	7.	4	Applicable.
Scope of Development and Additional Lease Premium & Annual Lease Rent	8.	5.1 & 5.4	<p>The offered FSI for the site is 2.50 (w.r.t. Complete Land Plot Area).</p> <p>Bid has been invited for subject site as shown in plan in Part-V of RFP with FSI of 2.50 (w.r.t. Complete Land Plot Area). The Selected Bidder/Lessee has the liberty to undertake Development of the project as per requirement and by fully utilizing offered FSI.</p> <p>No reduction in the Lease Premium and Annual Lease rent shall be allowed to the Developer, if the specified FSI offered is technically achievable at the time of sanction of the project plans.</p>
Interest Rate on Lease Premium installments and Additional Lease Premium Installments.	9.	5.2.2	New Clause should be read as, Interest shall be payable on the total outstanding amount of the Lease Premium, Additional Lease Premium, at rate of Interest specified in the Schedule of Payment mentioned in Bid Form-12 of Part-III of Bid Document.
Lease Premium, Additional Lease Premium and Annual Lease Rent	10.	5.4.1	<p>In the 1st formula the "Additional Lease Premium" will be replaced by the "Sum of (Revised Lease Premium + if applicable, Revised Cost for purchase of Premium FSI as the case may be)".</p> <p>&</p> <p>"Additional Built Up Area" on right side in the formula will be replaced by "Revised FSI Area", "Reference Built Up Area" will be replaced by "Reference FSI Area" & "Lease Premium" will be replaced by the "Sum of (Lease Premium + if applicable, Revised Cost for purchase of Premium FSI as mentioned in Bid Documents)". The revised formula can be seen in Row after this column.</p> <p>The line mentioned in last Para 5.4.1 "Further, if additional Built Up Area proposed has resulted from an additional FSI/FAR procured</p>



57

Shalimar Skyline Private Limited

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Grant of Lease for 15,161 Sqm. (approx.) Railway Land at Vasundhara Railway Colony for Residential Development for 99 years with Redevelopment of 150 Type-II Quarters in Railway Land at New Loco Colony, in Varanasi, division of NE Railway, U.P

Bid No.: RLDA/2024/RFP/CD/CRD-04 Dated: 11.01.2024

			<p>by the Lessee on payment of full cost for the same to a Government Authority or a private party having such rights, not forming part of a general notification by a Government Authority for the area, no additional Lease Premium shall be payable by the Lessee to RLDA" is replaced with following line-</p> <p>"Further, if additional Built Up Area proposed has resulted from an additional FSI/FAR procured by the Lessee on payment of full cost for the same to a Government Authority or a private party having such rights, not forming part of a general notification by a Government Authority for the area, additional Lease Premium shall be payable by the Lessee to RLDA as calculated above".</p>
$\frac{\text{Revised Consideration}}{\text{Original Consideration}} = \frac{\text{Revised FSI Area (For Lessee/Developer)}}{\text{Reference FSI Area (For Lessee/ Developer)}} \times \frac{\text{New Circle Rate}}{\text{Reference Circle Rate}} \times \frac{\text{Remaining Term}}{\text{Term}}$			
<p>where</p> <p>Original Consideration = "Sum of (Lease Premium + if applicable, Cost for purchase of Premium FSI as mentioned in Bid Documents)".</p> <p>Revised Consideration = "Sum of (Revised Lease Premium + if applicable, Cost for purchase of Premium FSI as the case may be)".</p> <p>Reference Circle Rate = As defined in Clause 11 of SCLA Part IV of Bid documents.</p>			
Reference Circle Rate	11.	5.4.1	The reference circle rate of the subject site shall be the latest prevailing circle rate of the area issued by Dy. Registrar, Varanasi as applicable on the date of opening of bid.
Signages & Steel Hoardings at Site	12.	9.2 & 11.18.1	Following is added. The Lessee shall design & provide suitable number of signages, in consultation with the Nodal Officer of site, for the development project as well as Railways redevelopment project depicting the name of the project, name of RLDA and the Lessee with respective logos, during as well as after completion of the project.



58

Authorised

