

RFP No. MPBSCDCL/TENDER NO-279

Aug-2023



Bhopal Smart City Development Corporation Limited

REQUEST FOR PROPOSAL

August-2023

Allotment of Plot No. 28 with land use as PSP on freehold basis for ABD Area of Bhopal Smart City Development Corporation Limited

Notice Inviting Tender

Bhopal Smart city development corporation Ltd, is launching a very prestigious project in the heart of city with mixed use development high rise construction. Online bids are invited for the same project from reputed developer/ builder/ investor and agencies with interests in real estate projects.

Sl. No.	Name of Work	Earnest Money Deposit	Cost of Tender Form
1	Allotment of Plot No. 28 on freehold basis for ABD Area of Bhopal Smart City Development Corporation Limited	2.5% of the reserve price i.e. for this RFP it is INR 1,14,44,579/- (Rupees One Crore Fourteen Lacs Forty Four Thousand Five Hundred and Seventy Nine Only)	Rs. 50,000/-

Key Dates: -

1.	Last date for Purchase of Tender (Online)	04/09/2023 till 16:30 Hrs.
2.	Last date for Submission of Tender (Online)	04/09/2023 till 17:00 Hrs.
3.	Technical Bid Opening (Online)	05/09/2023 till 17:00 Hrs.
4.	Pre-Bid Meeting	11/08/2023 till 15:00 Hrs.

Note:

1. Tender Document and other details Can be accessed from:
Website- www.mptenders.gov.in
2. Amendment to NIT, if any would be published on the website www.mptenders.gov.in
3. The EMD must be in the form of online payment using Debit Card/ Credit Card/ Internet Banking or System Generated challan.
4. For any Clarification/ Site Visit/ Development Norms Bidders can contact
CEO, Bhopal Smart City Development Corporation Limited
Mob: - (0755) 2477770
Email: estateofficer@smartbhopal.city

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DISCLAIMER

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

This RFP is not agreement and is neither an offer nor invitation by the authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the authority in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in the bidding documents, especially the feasibility Report, may not be complete, accurate, adequate or correct.

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

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

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

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

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

DEFINITIONS

„**Allottee**“ shall mean the Successful Bidder who has been issued the Allotment Letter, after the deposit of 25% (Twenty Five percent) of the Sale Price at the time of signing of Allotment Letter as per the terms of the RFP.

„**Allotment Letter**“ is as defined & explained in this RFP, more specifically in Clause 8.0 (RFP Part-I).

„**Bid**“ shall mean the Eligibility Proposal and Financial Proposal (RFP Part-I) collectively submitted by a bidder in response to the Request for Proposal (RFP) for Allotment of Plot on freehold basis for ABD Land No. 28.

„**Bid Security**“ shall have the meaning ascribed to it in Clause 6.0 (RFP Part-I).

„**Board of Director**“ or „**Board**“ means the collective body of the directors of the BSCDCL.

„**BSCDCL**“ shall mean Bhopal Smart City Development Corporation Limited.

„**Buyer**“ shall mean the Successful Bidder who has paid 100% (Hundred percent) Sale Price along with applicable interest (after due compliance of all pre-requisites under RFP, LoID & Allotment Letter,) and in whose favour, Deed of Conveyance has been executed with BSCDCL.

„**Chartered Account**“ shall mean and include such person(s) defined and eligible under the applicable Chartered Accountants Act 1949.

„**Company**“ shall have the meaning ascribed to it in the Companies Act 2013.

„**Consortium**“ is an association of two or more individuals, companies, organizations, or Government bodies with the objective of participating in a common activity or pooling their resources for achieving a common goal.

„**Commencement of Construction**“ is as defined & explained in this RFP, more specifically in Clause 9.0 (RFP Part-I).

„**Deed of Conveyance**“ is as defined & explained in this RFP, more specifically in Clause 10.0 (RFP Part-I).

„**Financial Eligibility**“ is as defined & explained in this RFP, more specifically in Clause 4.0 (RFP Part-I).

„**Group of Companies**“ would mean two or more enterprises which, directly or indirectly, are in position to exercise 26 per cent, or more of voting rights in other enterprise or appoint more than 50 per cent, of members of the board of directors in the other enterprise as per RBI definition vide Circular dated: RBI/2013-14/356 A.P. (DIR Series) Circular No. 68 Dated November 01, 2013

„**Holding Companies**“ would mean company in relation to one or more other companies, means a company of

which such companies are subsidiary companies; definition as per Companies Act 2013, pt 46.

„**Letter of Intimation & Demand or „LoID**” is as defined & explained in this RFP, more specifically in Clause 7.0 (RFP Part-I).

„**Net Worth**” shall have the meaning as defined in Clause 4.2(a) (RFP Part-I).

„**Partnership Firm**” shall have the meaning ascribed to it in the Partnership Act 1932.

„**Performance Security**” is as defined & explained in this RFP, more specifically in Clause 1.7 (RFP Part-I).

„**Plot**” means a parcel of land located situated at Taty Toppe Nagar (T.T. Nagar), Bhopal, Madhya Pradesh India, admeasuring 14160 Sqmts which is proposed for sale (on freehold basis) under this Request for Proposal (RFP) for Public & Semi Public use as per Area Based Development (ABD) Master Plan.

„**Reserve Price**” is as defined & explained in this RFP, more specifically in Clause 1.1(x) (RFP Part-I).

„**RFP**” shall mean Request for Proposal.

„**Sale Price**” is the amount quoted by the Highest bidder in Bid Form 10: Financial Proposal (excluding GST and applicable Taxes)

„**State Government**” means Government of Madhya Pradesh.

„**Schedule of Payment**” is as defined & explained in this RFP, LoID, Letter of Allotment and Deed of Conveyance.

„**Special Purpose Company**” or SPC means the company to be set up by the Selected Bidder/Developer, if required, for the purposes of exclusive implementation of the Project under Companies Act, 2013;

„**Subsidiary Companies**” would mean company in relation to any other company (that is to say the holding company), means a company in which the holding company—

(i) controls the composition of the Board of Directors; or

(ii) exercises or controls more than one-half of the total share capital either at its own or together with one or more of its subsidiary companies:

Provided that such class or classes of holding companies as may be prescribed shall not have layers of subsidiaries beyond such numbers as may be prescribed, definition as per Companies Act 2013, pt 87

„**Subsequent Instalments**” is as defined & explained in this RFP, LoID, Letter of Allotment and Deed of Conveyance, more specifically in Clause 8.0 of Allotment Letter (RFP Part-III).

„**Successful Bidder**“ shall mean the highest bidder, who has complied with all the terms & conditions of RFP, and to whom the LoID has been issued as per RFP.

„**Statutory Auditor**“ shall mean and include such persons defined and eligible under the applicable Companies Act 2013 & the Chartered Accountants Act 1949.

„**Seller**“ shall mean Bhopal Smart City Development Corporation Limited (BSCDCL).

LIST OF ABBREVIATIONS

ABD	Area Based Development
BRTS	Bus Rapid Transit System
BSCDCL	Bhopal Smart City Development Corporation Limited
CCA	Controller of Certifying Authorities
DCR	Development Control Regulations
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
FAR	Floor Area Ratio
GoI	Government of India
GST	Goods and Services Tax
ICT	Information and Communications Technology
INR	Indian Rupees
ITB	Instructions to the Bidders
JBA	Joint Bidding Agreement
LoID	Letter of Intimation & Demand
MP	Madhya Pradesh
MRT	Mass Rapid Transit
RFP	Request for Proposal
SPC	Special Purpose Company
T.T. Nagar	Tatya Tope Nagar
UADD	Urban Administration & Development

INSTRUCTIONS FOR ONLINE BID SUBMISSION/ E-TENDERING PROCEDURE/ GUIDELINES

1) Accessing/ Purchasing of Bid Documents:-

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal.

More information useful for submitting online bids on the MP TENDERS Portal may be obtained at:

<https://mptenders.gov.in/nicgep/app>

2) REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Public Procurement Portal(URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link "Online bidder Enrolment" on the M.P. TENDERS Portal.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra, etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others, which may lead to misuse.
- 6) Bidder then logs into the site through the secured log-in by entering their user ID/password and the password of the DSC/ e-Token.

3) PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted as per RFP.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/ DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN

card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4) SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) Bidder has to upload scanned self-certified copies of credential/PQR documents against respective tender as specified in NIT.
- 3) Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4) Bidder has to select the payment option as "online" to pay the tender fee and Bid Security. However, the payment acknowledgement shall be submitted along the Eligibility documents (Cover 1).
- 5) The Bid will only be submitted online on the MP tender's portal. No offline/ physical submissions of the bid are required.
- 6) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard Bid Form with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the Bid Form file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Bid Form file is found to be modified by the bidder, the bid will be rejected.
- 7) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc. The bidders should follow this time during bid submission.
- 8) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5) ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

CEO, Bhopal Smart City Development Corporation Limited

Tel: - (0755) 2477770

Email: estateofficer@smartbhopal.city

- 2) Any queries relating to the process of can be online bid submission or queries relating to MPTENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk.

DATA SHEET

S. N.	DESCRIPTION	
1.	Land Use	Public & Semi Public (PSP)
2.	Permissible FAR	2.5
3.	Maximum Ground Coverage	40%
3.	Permissible Building Height	45 meters
4.	Plot Location	Plot No. 28, ABD Area, North T.T. Nagar, Bhopal
5.	Plot Area	7539 Sqm. (0.7539 Ha.)
6.	Location	Gram Kotra Sultanabaad, Patwari Halka T.T.Nagar, Tehsil Huzur, District Bhopal, Near Platinum Plaza.
7.	Site Location	The Plot is located at North T.T. Nagar, Bhopal. The Plot admeasures 7539 Sqm. (0.7539 Ha.) and is bounded by properties as below: <ul style="list-style-type: none"> • North: Plot No 27 • South: 12 m Wide Road • East: 12 m Wide Road • West: 30 m Wide Road
8.	Reserve Price	Rs 45,77,83,158.00 (Rupees Forty Five Crore Seventy Seven Lacs Eighty Three Thousand and One Hundred and Fifty Eight only)
9.	Sale of Application Form	Tender No. MPBSCDCL/TENDER NO-279 Bidders can download the NIT document from https://mptenders.gov.in/nicgep/app
10.	Site Visit	Bidders are advised to submit their respective Bids only after visiting the site.
11.	Pre-Bid Conference	Date: 11/08/2023 Time: 15:00 Hrs Venue: Bhopal Smart City Development Corporation Limited, Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh 462023
12.	Last date of sending queries	11/08/2023 till 12:00 Hrs on email estateofficer@smartbhopal.city
13.	Name and Address where queries/correspondence concerning this Request for tender is to be sent.	Applicants if, require any clarification on the tender may send their queries to Authority by writing an email at estateofficer@smartbhopal.city

S. N.	DESCRIPTION	
14.	BSCDCL's response to the queries raised by the bidders	Response to all the queries shall be uploaded on https://mptenders.gov.in/nicgep/app before minimum 07 days of submission of bid.
15.	Last date and time of Submission of Sealed tender (Tender Due Date)	04.09.2023 till 17:00 hours
16.	Date of opening of tender	05.09.2023 on 17:00 hours
17.	Address where Applicants must submit Tender	Chief Executive Officer Bhopal Smart City Development Corporation Limited, Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh 462023
18.	Validity of tender	180 days from due date of Submission of tender.
19.	Bid Document Fee. (Clause 2.2, RFP Part I)	Bid documents [Part I and Part II] can be downloaded after making online payment of bid document fee of Rs. 50,000 (Rupees Fifty Thousand only) from e-tendering portal.
20.	Bid Security (Clause 6.0, RFP Part I)	2.5% of the reserve price i.e. for this RFP it is INR 1,14,44,579/- (Rupees One Crore Fourteen Lacs Forty Four Thousand Five Hundred and Seventy Nine Only) The bid security can be submitted through online payment through e-tendering portal i.e. https://mptenders.gov.in
21.	Financial Eligibility (Clause 4.0, RFP Part I)	<p>Net Worth of the Bidder: The Bidder should meet the net worth requirement equal to 50% (Fifty percent) of the Reserve Price of the Plot. The price of the Plot shall be fixed/ ascertained as per the applicable Circle Rate notified by Collector, Bhopal as on the bid submission date and development cost incurred by BSCDCL.</p> <p>The Bidder shall be required to submit the Bid Form-3 duly certified by the Statutory Auditor, based on the audited annual financial statements/income tax returns.</p> <p>The Bidder shall be required to submit the Bid Form-3 duly certified by the Statutory Auditor/Chartered Accountant based on the audited annual financial statements/ income tax returns. (For clarity refer Bid Form-3 of this RFP)</p> <p>The 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).</p> <p>In case Members of a Consortium are aggregating their individual</p>

S. N.	DESCRIPTION			
	<p>experiences to qualify, the above information must be provided separately for each Member as per the specified format signed by the respective statutory auditors.</p> <p>For those Individual / Proprietor whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with Chartered Accountant</p> <p>In jurisdictions (foreign country) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under Financial Eligibility criteria.</p>			
22.	Method of Selection tender	Highest Financial Proposal		
		The bidders are required to quote the Sale Price (<i>above the reserve price</i>).		
23.	Payment Terms			
	(BID FORM 10, RFP Part I)	Symbol	Description	Duration
		T₀	Date of issue of LoID by BSCDCL	T₀
		T₁	60 days from the date of issue of LoID by BSCDCL	T ₀ +60 Days = T₁
		T₂	Within 180 days of from the date of issue of LoID by BSCDCL	T ₀ +180 Days = T₂
		<p>Remarks</p>		
		<p>Note :-</p> <ul style="list-style-type: none"> The successful bidder is liable to adhere the payment schedule and conditions mentioned in this RFP. Payment terms are sacrosanct and are non-negotiable. Bidders must make a site visit, satisfy themselves and then bid accordingly. The EMD shall be an amount equivalent to 2.5% of the Reserve Price at the time of release of RFP. EMD amount paid by the Successful Bidder shall be adjusted in the Final instalment of Sale Price as per LOID, payable by the Allottee to BSCDCL. In the event there is any delay in payment of any instalment of the Sale Price in accordance with the time of schedule of payment as mentioned in RFP and the terms of the LoID and/ or the Allotment Letter, the Allottee shall be unconditionally liable for such delay and shall be irrevocably liable to pay to BSCDCL, an interest of 09% (Nine Percent) per annum on outstanding payment of Sale Price. It is hereby clarified that any delay in payment of any instalment of the Sale Price shall be subject to submission of written request for extension by the Allottee and written approval of BSCDCL at its sole discretion. In any case the request for extension of time cannot exceed a period of 4 (Four) months from the due date of 		

payment of the instalment.

In the event, the Allottee, after duly obtaining the extension from BSCDCL for payment of any instalment of the Sale Price, fails to make the payment within such extended period, then the following procedure shall be adopted.

Cancellation of allotment for non-payment.

if the payment of instalment (along with the interest) is not done by the Allottee in accordance with the provisions contained herein, then BSCDCL shall have the right to revoke the Allotment Letter. In the event of such revocation of the Allotment Letter by BSCDCL, BSCDCL shall forfeit sum equivalent to 10% of the sale price and EMD (2.5% of Reserve Price) submitted by the Allottee at the time of bidding).

- BSCDCL shall also deduct the interest of 9% (Nine Percent) per annum of due premium amount for the period of time extension which shall be recovered from the submitted amount by the allottee and remaining balance amount shall be refunded to the allottee. In this regard, the Allottee shall have no right to claim any interest on the total amount paid to BSCDCL.

S. N.	DESCRIPTION	
24.	<p>Evaluation of Bids and Issuance of Letter of Intimation & Demand (LoID)</p> <p>(Clause 7.0, RFP Part I)</p>	<p>The Bidder offering the highest Financial Bid for the Plot, provided the Bid is responsive in terms of the ITB and the Bid Forms [RFP Part - I], shall be declared as the Selected Bidder for the Plot and BSCDCL shall issue a Letter of Intimation & Demand (LoID) [as per the RFP Part - II] after opening of the Financial Bid.</p> <p>In the event a Consortium is declared the Selected Bidder, it shall incorporate a new Special Purpose Company (the "SPC") as per the provisions of consortium agreement within 30 days under the Indian Companies Act, 2013 for issuance of LoID to it, and for the SPC to perform all its obligations under Letter of Intimation & Demand (LoID), Allotment Letter, and the Deed of Conveyance. An extension of maximum 30 days may be granted by competent authority for incorporation of SPC, subsequent to which bid shall be automatically terminated and consortium shall have no right as successful bidder. This 30 days extension would be sole discretion of authority and would attract cost of Rs 10,000/- per day.</p> <p>In the event that two or more Bidders quote the same amount of highest Sale Price (the "Tie Bidders"), BSCDCL shall ask the Bidders to submit their revised Financial Bid with the amount of Sale Price quoted earlier by the Tie Bidders as the Reserve Price for such Bid. The Bidder amongst the Tie Bidders, who quotes the highest Sale Price in the revised Financial Bid, will be declared as the Selected Bidder and BSCDCL shall issue a Letter of Intimation & Demand (LoID) after opening of the revised Financial Bid to the aforesaid Selected Bidder.</p> <p>LoID shall be issued, in duplicate, to the Selected Bidder. The Selected Bidder shall, within 7 (seven) days of receipt of LoID, sign and return the duplicate copy of LoID in acknowledgement thereof. LOID should be accepted unconditionally. In the event, the duplicate copy of LoID duly signed by Selected Bidder is not received by the stipulated date, BSCDCL may, unless it consents to extension of time for submission thereof in writing, forfeit the Bid Security.</p> <p>The Bid Security of the Selected Bidder, as submitted by the Selected</p>

S. N.	DESCRIPTION
	<p>Bidder, shall be adjusted towards the payment of the Final Instalment of 75% (Seventy Five percent) of the Sale Price.</p> <p>Notwithstanding anything contained in this RFP, in the event the First Instalment is not provided within the stipulated time period of 60 (Sixty) days, BSCDCL at its sole discretion shall have the right to forfeit the Bid Security and take further appropriate actions as per terms of Bid Documents.</p> <p>Please take note that the LoID, does not grants or vests any ownership rights and/ or possession rights over the Plot in favour of the Selected Bidder in any manner whatsoever, and BSCDCL shall continue to have complete ownership and possession of Plot/ property till entire Sale Price/ sale consideration has been paid by the Selected Bidder to BSCDCL and a Deed of Conveyance has been executed in favour of the Selected Bidder. However, it is clarified that any time after the payment of the First Instalment of the Sale Price in case the Selected Bidder, approaches any Bank/Financial Institution to seek financing/funding towards outright purchase of the Plot, where incomplete balance portion of the Sale Price [i.e. 75% (Seventy Five Percent) + any accrued interest thereon] of the Plot is paid directly by such Bank/ Financial Institution to BSCDCL, then BSCDCL shall, after complete verification of the Selected Bidder's proposal to its entire satisfaction, consider issuance of a letter to the Bank/ Financial Institution to enable the financing/ funding in favour of the Selected Bidder. However, the discretion to grant the financing/ funding in favour of the Selected Bidder shall vest with the concerned Bank/ Financial Institution and BSCDCL shall not take any responsibility regarding it. Provided however that the Deed of Conveyance shall be executed in favour of the Selected Bidder, only after BSCDCL has received the entire Sale Price consideration (including accrued interest thereon) towards the Plot. For the avoidance of doubt, it is expressly set out that till such time the entire Sale Price (including accrued interest) has been received by BSCDCL and Deed of Conveyance has been executed in favour of the Selected Bidder, BSCDCL shall, at all times, have complete ownership and possession of the Plot, and the Selected Bidder shall be prohibited from entering into any third party commercial transaction(s) or create any third party interest in respect of or pertaining to the Plot.</p>
25.	<p>Execution of Allotment Letter (Clause 8.0, RFP Part I)</p> <p>The Allotment letter [as per the RFP Part-III] will be issued to the Allottee, after the Selected Bidder has fully complied with the terms of LoID. The Selected Bidder will be referred to as an Allottee in the Allotment Letter, after BSCDCL has received the payment of First Instalment of the Sale Price, amounting to 25% (Twenty Five percent) of the Sale Price within 60 (Sixty) days from the date of issuance of LoID.</p> <p>Please take note that the issuance of the Allotment Letter does not</p>

S. N.	DESCRIPTION	
		<p>grant or vest any ownership rights and/ or possession rights over the Plot in favor of the Allottee in any manner whatsoever, and BSCDCL shall continue to have complete ownership and possession of Plot/ property till entire Sale Price/ sale consideration has been paid by the Allottee to BSCDCL and a Deed of Conveyance has been executed in favour of the Allottee.</p>
<p>26.</p>	<p>Commencement of Construction (Clause 9.0, RFP Part I)</p>	<p>In view of the fact that the Selected Bidder/ Allottee shall have no ownership and/ or possession rights over the said Plot unless the entire Sale Price along with the interest accrued thereon, if any, has been paid to BSCDCL, the Selected Bidder/ Allottee shall not have any rights to undertake or commence any construction/ development activities on the said Plot and or portray that the Selected Bidder/ Allottee is the owner of the said Plot.</p> <p>Upon execution of the Deed of Conveyance and handover of possession of the said Plot by BSCDCL to the Buyer, the Buyer may undertake or commence construction/ development activities on the said Plot, by fully abiding with all the norms with respect to building regulations and permissions (as amended from time to time) as per MP Bhumi Vikas Niyam, 2012, Development Control Regulations (DCR) of Bhopal Smart City Development Corporation Limited or any other applicable law with respect to Area Based Development (ABD) area/ the Plot, and further, the Buyer shall also fully abide by the applicable Development Plan with respect to the Plot.</p>
<p>27.</p>	<p>Execution of Deed of Conveyance (Clause 10.0, RFP Part I)</p>	<p>Any time after the payment of the full Sale Price (including the applicable interest, if any) as per the terms of the Allotment Letter, the Allottee may approach BSCDCL for execution of the Deed of Conveyance, whereby the ownership of the Plot shall be transferred to the Allottee in accordance with the applicable laws. BSCDCL shall execute the Deed of Conveyance within 30 (Thirty) day of receipt of the written intimation (along with documentary evidence) by the Allottee with regard to the full payment of Sale Price. BSCDCL will release the Performance Security (if any) after the execution of the Deed of Conveyance.</p> <p>In the event, the Successful Bidder fails to comply with all the terms and conditions provided under the LoID and the Allotment letter within the stipulated period specified therein or the extended period, if approved by BSCDCL, the Bid Security and/or any other amounts submitted by the Successful Bidder to BSCDCL shall be forfeited and the Allotment of the Plot shall stand cancelled.</p> <p>The Allottee, after due compliance of pre-requisites under the LoID and the Allotment letter within the stipulated period and upon complete payment of the Sale Price along with any interest thereon, will be referred as Buyer in the Deed of Conveyance.</p>

S. N.	DESCRIPTION	
		<p>Subject to timely payment of the Sale Price and compliance with all the terms and conditions of the LoID, Allotment Letter and the Bid Documents, the Deed of Conveyance shall be executed between BSCDCL and the Selected Bidder.</p> <p>Stamp Duty in accordance with applicable laws and all applicable taxes including registration costs shall be solely borne by the Buyer at the time of execution of Deed of Conveyance.</p>
28.	Construction Approvals	Buyer shall obtain all due permits, necessary approvals, clearances and sanctions from the Competent Authorities.

Time Schedule Calendar:

Symbol	Description	Duration in days	Remarks
T₀	Date of issue of LoID by BSCDCL	T₀	
T₁	60 days from the date of issue of LoID by BSCDCL	T ₀ + 60 Days = T₁	First Instalment (25%)
T₂	Within 180 days of from the date of issue of LoID by BSCDCL	T ₀ + 180 Days = T₂	Final Instalment (75%)

RFP PART - I

Instructions to Bidders and Bid Forms

INSTRUCTIONS TO BIDDERS (ITB) AND BID FORMS

1.0 Introduction:

1.1 BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED (BSCDCL) has been authorized by the Government of Madhya Pradesh for sale (on a freehold basis) of 7539 Sqm. (0.7539 Ha.) of Plot No. 28 at Taty Tope Nagar (T.T. Nagar), Bhopal, Madhya Pradesh, India for Public & Semi Public use. The Plot details are as below:

S. N.	Description	Details
i.	Plot	Plot No. 28
ii.	Plot Area	7539 Sqm. (0.7539 Ha.)
iii.	Location	Gram Kotra Sultanabaad, Patwari Halka T.T. Nagar, Tehsil Huzur, District Bhopal
iv.	Revenue District	Bhopal
v.	City	Bhopal
vi.	State	Madhya Pradesh
vii.	Plot/ land Use	Public & Semi Public (PSP)
viii.	Permissible FAR	2.5
ix.	Permissible Building Height	45 meters
x.	Maximum Ground Coverage	40%
xi.	Reserve Price	Rs 45,77,83,158.00 (Rupees Forty Five Crore Seventy Seven Lacs Eighty Three Thousand and One Hundred and Fifty Eight only)

1.1.1 The Plot is located at North T.T. Nagar, Bhopal. The Plot admeasures 7539 Sqm. (0.0.7539 Ha.) and is bounded by properties as below.

- North: Plot No 27
- South: 12 M wide road
- East : 12 M wide road
- West: 30 M wide road

1.1.2 * Access to Plot will not be given from 45m Wide Road Existing land use of the Plot as per Area Based Development (ABD) Master Plan of Bhopal, Madhya Pradesh is "**Public & Semi Public Land Use**".

1.1.3 The Plot is to be given on freehold basis.

1.1.4 Plot Inventory: Schedule I of this RFP for detailed information on Plot inventory

1.1.6 As per the Bhopal Smart City Proposal, the subject Plot is to be developed under the Area Based Development (ABD) Scheme.

1.1.7 As per Gazette Notification dated 15/06/2018 by, Government of Madhya Pradesh, FAR of **2.5 and the maximum Ground Coverage of 40%** is available on individual Plot No 28.

1.1.8 The Plot falls under ABD area, and is envisaged to be developed as per Public & Semi Public use. Hence, the Selected Bidder shall abide by the norms with respect to building regulations and permissions (as amended from time to time) as per MP Bhumi Vikas Niyam, 2012, Development Control Regulations (DCR) of Bhopal Smart City Development Corporation Limited or any other applicable law with respect to Area Based Development (ABD) area/ the Plot, and further the Selected Bidder shall also fully abide by the applicable Development Plan for the ABD area/ the Plot. The Selected Bidder shall accept and obey all applicable rules, permits and regulations made or issued by the competent authority(ies) and/or BSCDCL from time to time.

1.2 Bid System: - Bidding process for the selection of the Bidder for the Project will be carried out through online **Single Stage Bid (Two Cover) system** consisting of "Eligibility Proposal" Cover 1 and "Financial Proposal" in the Cover 2. The Bidding shall be done through e-tendering mode only.

1.3 Bid Variable: - The Sale Price specified in the Bid Form - 10 shall be the Bid Variable for the selection of the Bidder. All applicable Taxes such as GST etc. shall be payable by the Selected Bidder in addition to the amount of the Sale Price quoted in its Financial Proposal. Bidders are free to quote any amount as Sale Price (above the Reserve Price). However, BSCDCL reserves the right not to accept the highest Bid if it is below the expectation of BSCDCL. Bidders are required to quote the amount for Sale Price (excluding all applicable taxes, GST etc.) as provided in the Bid Form-10, as their Financial Proposal.

1.4 Bid Validity Period: 180 days from the date of opening of Bid.

1.5 The relevant land papers of the Plot such as land plan, title & revenue records, etc. have been made available in the BSCDCL office. Any sub-divisioning/ amalgamation of the Plot, if required, has to be done by the Selected Bidder at their own risk & costs. BSCDCL shall not be held responsible for any delay on account of any shortcoming in the land plan, revenue records, property card and sub-division issues, etc. and no demand for any compensation or delays in obtaining various approvals from any authority of Govt. shall be raised against BSCDCL on this account, at any stage whatsoever.

1.6 Description of the ABD area.

Bhopal is one of the twenty cities to be selected in the first round of smart cities challenge of Government of India (GoI). Bhopal's Area Based Development (ABD) proposal includes redevelopment of 342 acre of North & South TT Nagar, which is also the only redevelopment and rehabilitation project among the 100 smart cities selected by GoI.

The ABD area is envisaged as a state of the art smart city in the heart of the city of Bhopal with all modern features in a sustainable manner and would generate more job opportunities. The project area is very well connected to all means of transport like BRTS, Railway station and Airport. Furthermore, it also falls along upcoming MRT axes, with three metro stations within the area, which would play an important role in commercial development and value of this area. Proximity to upper lake and gardens around the city create a connect to the nature and make it a desirable location.

The project development is along major existing roads and developed 45 m Boulevard Street. The Boulevard Street connects the proposed area at close proximity with the metro stations. With an approx. investment of 2,500 crores the ABD area has been envisaged to develop with state-of-the-art infrastructure with all the smart features and green technology as per the smart city guidelines.

2.0 Bid Documents:

2.1 The following documents collectively form the Bid Document: -

- Instructions to Bidders and Bid Form-1 to 11 & Schedule I [RFP Part I]
- (i) Draft Letter of Intimation & Demand [RFP Part II]
- (ii) Draft Allotment Letter [RFP Part III]
- (iii) Draft Deed of Conveyance [RFP Part IV]

2.2 Bid Document Fee.

- 2.2.1 Bid documents [Part I and Part II] can be downloaded after making online payment of bid document fee of Rs. 50,000 (Rupees Fifty Thousand only) from e-tendering portal.
- 2.2.2 The Bid Document Fee once paid shall be non-refundable & non-transferable.

2.3 Schedule of e-bidding Process

The important dates for the Bidding Process are as following, subject to changes, if any, which will be advised through addendums/amendments.

S.No	Event Description	Date(s)
1.	Commencement of Sale of Bid Document	02.08.2023 at 15:30 hrs.
2.	Pre-Bid Meeting	11.08.2023 at 15:00 hrs.
3.	Last date of receiving pre-bid queries	11.08.2023 Up to 12:00 hrs. on
4.	Reply to pre-bid queries, uploading of Amendments to Bid on website, if any	Will be intimated online
5.	Last date of Sale/downloading of e-Bid Document	04.09.2023 Up to 16:30 hrs.
6.	Bid Due Date/ last date of submission of e-Bid(the "Bid Submission Date")	04.09.2023 Up to 17:00 hrs.

S.No	Event Description	Date(s)
7.	Opening of Bids – Envelope -1	05.09.2023 at 17:00 hrs
8.	Opening of Bids – Envelope -2 (Financial Proposal)	To be intimate later
9.	For Plot visit , interested Bidders may contact: CEO, Bhopal Smart City Development Corporation Limited Mob: - (0755) 2477770 Email: estateofficer@smartbhopal.city	

2.4 Addresses for Communication:

2.4.1 All notices related to this e-Bid including Clarifications/Amendments/Addendums relating to the e-Bid document shall be available on <https://mptenders.gov.in/nicgep/app>

2.4.2 Interested Bidders may obtain further information from:

For Plot related information:

CEO, Bhopal Smart City Development Corporation Limited
Mob: - (0755) 2477770
Email: estateofficer@smartbhopal.city

2.4.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: **Plot No 28**

2.4.4 The address for all communications shall be: -
The Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda,
Bhopal, Madhya Pradesh 462023

3.0 Bid Submission and Opening:

The Bidders shall submit their e-bids in the following manner: -

- 3.1** Eligibility Proposal–In Electronic form (**Cover-1**) shall contain the following documents duly filled in:
- Duly filled up and digitally signed „Checklist of documents as per format“;
 - Duly digitally signed „Instructions to Bidders“;
 - Duly filled up and digitally signed/executed Bid Forms 1 to 9, Bid Form 11 and a Joint Bidding Agreement (whichever applicable)
 - Duly signed documents required on Constituents and shareholders to establish that the Bidder does not have a conflict of interest.
 - Bid Document Fee (Payment acknowledgement receipt shall be submitted as part of Cover-1)
 - Bid Security;(Payment acknowledgement receipt shall be submitted as part of Cover-1)
 - Duly digitally signed Draft of Letter of Intimation & Demand, Allotment Letter and Deed of Conveyance [RFP Part-II, III& IV].

- 3.2** **Financial Proposal - (Cover-2)** of the Bid shall contain only the Financial Proposal in the Bid Form 10. This shall 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.
- 3.4** E-Bids shall be submitted online on or before the e-Bid Submission Date and time given in the Schedule of e-Bidding Process.
- 3.5** **Bids/Eligibility Proposals (Cover-1)** will be opened as per scheduled date. 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 BSCDCL and communicated to all eligible Bidders either through e-mail or on <https://mptenders.gov.in/nicgep/appportal>.
- 3.6** Any erasures and / or alterations in hard copies of Bid Documents without attestation by authorized signatory are liable to be rejected.

4.0 Financial Eligibility:

- 4.1** The Financial Eligibility required to be met by the Bidder is:

Net Worth of the Bidder: The Bidder should meet the net worth requirement equal to 50% (Fifty percent) of the Reserve Price of the Plot. The price of the Plot shall be fixed/ ascertained as per the applicable Circle Rate notified by Collector, Bhopal as on the bid submission date and Development cost incurred by BSCDCL.

The Bidder shall be required to submit the Bid Form-3 duly certified by the Statutory Auditor/ Chartered Accountant, based on the audited annual financial statements/income tax returns.

- 4.2** The Bidder shall be required to submit the Bid Form-3 duly certified by the Statutory Auditor/ Chartered Accountant, based on the audited annual financial statements/income tax returns. (For clarity refer Bid Form-3 of this RFP):

- (a) The 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).

- 4.3** In case Members of a Consortium are aggregating their individual experiences to qualify, the above information must be provided separately for each Member as per the specified format signed by the respective statutory auditors.

4.4 For those Individual / Proprietor whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with Chartered Accountant.

4.5 In jurisdictions (foreign country) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under Financial Eligibility criteria.

5.0 Schedule of Payment:

The payment of Sale Price is required to be made as per the Schedule of Payment given in **Bid Form-10.**

6.0 Bid Security

The amount of Bid Security for the Plot shall be as under:

Name of Plot	Amount of Bid Security
ABD Land No. 28 at Taty Tope Nagar (T.T. Nagar) Bhopal	2.5% of the reserve price i.e. for this RFP it is INR 1,14,44,579/- (Rupees One Crore Fourteen Lacs Forty Four Thousand Five Hundred and Seventy Nine Only)

The bid security shall be submitted through online payment through e-tendering portal i.e. <https://mptenders.gov.in/nicgep/app>.

7.0 Evaluation of Bids and Issuance of Letter of Intimation & Demand (LoID):

- 7.1.** The Bidder offering the highest Financial Bid for the Plot, provided the Bid is responsive in terms of the ITB and the Bid Forms [RFP Part - I], shall be declared as the **Selected Bidder** for the Plot and BSCDCL shall issue a **Letter of Intimation & Demand (LoID)** [as per the RFP Part -II] after opening of the Financial Bid.]
- 7.2.** In the event a Consortium is declared the Selected Bidder, it shall incorporate a new Special Purpose Company (the "SPC") under the Indian Companies Act, 2013 for issuance of LoID to it, and for the SPC to perform all its obligations under Letter of Intimation & Demand (LoID), Allotment Letter, and the Deed of Conveyance.
- 7.3.** In the event that two or more Bidders quote the same amount of highest Sale Price (the "**Tie Bidders**"), BSCDCL shall ask the Tie Bidders to submit their revised Financial Bid with the amount of Sale Price quoted earlier by the Tie Bidders as the Reserve Price for such Bid. The Bidder amongst the Tie Bidders, who quotes the highest Sale Price in the revised Financial Bid, will be declared as **the Selected Bidder** and BSCDCL shall issue a **Letter of Intimation & Demand (LoID)** after opening of the revised Financial Bid to the aforesaid Selected Bidder.
- 7.4.** LoID shall be issued, in duplicate, to the Selected Bidder. The Selected Bidder shall, within 7 (seven) days of receipt of LoID, sign and return the duplicate copy of LoID in acknowledgement thereof. In the event, the duplicate copy of LoID duly signed by Selected Bidder is not received by the stipulated date, BSCDCL may, unless it consents to extension of time for submission thereof in writing, forfeit the Bid Security and the next eligible Bidder may be considered.
- 7.5.** The Bid Security of the Selected Bidder, as submitted by the Selected Bidder, shall be adjusted towards the payment of the Final Instalment of 75% (Seventy Five percent) of the Sale Price. Notwithstanding anything contained in this RFP, in the event the First Instalment is not provided within the stipulated time period of 60 (Sixty) days from the issue of LoID, BSCDCL at its sole discretion shall have the right to forfeit the Bid Security and take further appropriate actions as per terms of Bid Documents.

- 7.6.** Please take note that the LoID, does not grants or vests any ownership rights and/ or possession rights over the Plot in favour of the Selected Bidder in any manner whatsoever, and BSCDCL shall continue to have complete ownership and possession of Plot/ property till entire Sale Price/ sale consideration has been paid by the Selected Bidder to BSCDCL and a Deed of Conveyance has been executed in favour of the Selected Bidder. However, it is clarified that any time after the payment of the First Instalment of the Sale Price in case the Selected Bidder, approaches any Bank/Financial Institution to seek financing/funding towards outright purchase of the Plot, where incomplete balance portion of the Sale Price [i.e. 75% (Seventy Five Percent) + any accrued interest thereon] of the Plot is paid directly by such Bank/ Financial Institution to BSCDCL, then BSCDCL shall, after complete verification of the Selected Bidder"s proposal to its entire satisfaction, consider issuance of a letter to the Bank/ Financial Institution to enable the financing/ funding in favour of the Selected Bidder. However, the discretion to grant the financing/ funding in favour of the Selected Bidder shall vest with the concerned Bank/ Financial Institution and BSCDCL shall not take any responsibility regarding it. Provided however that the Deed of Conveyance shall be executed in favour of the Selected Bidder, only after BSCDCL has received the entire Sale Price consideration (including accrued interest thereon) towards the Plot. For the avoidance of doubt, it is expressly set out that till such time the entire Sale Price (including accrued interest) has been received by BSCDCL and Deed of Conveyance has been executed in favour of the Selected Bidder, BSCDCL shall, at all times, have complete ownership and possession of the Plot, and the Selected Bidder shall be prohibited from entering into any third party commercial transaction(s) or create any third party interest in respect of or pertaining to the Plot.

8.0 Execution of Allotment Letter:

- 8.1** The Allotment letter [as per the RFP Part-III] will be issued to the Allottee, after the Selected Bidder has fully complied with the terms of LoID. The Selected Bidder will be referred to as an Allottee in the Allotment Letter, after BSCDCL has received the payment of First Instalment of the Sale Price, amounting to 25% (Twenty Five percent) of the Sale Price within 60 (Sixty) days from the date of issuance of LoID.

- 8.2** Please take note that the issuance of the Allotment Letter does not grants or vests any ownership rights and/ or possession rights over the Plot in favour of the Allottee in any manner whatsoever, and BSCDCL shall continue to have complete ownership and possession of Plot/ property till entire Sale Price/ sale consideration has been paid by the Allottee to BSCDCL and a Deed of Conveyance has been executed in favour of the Allottee.

9.0 Commencement of Construction:

- 9.1.** In view of the fact that the Selected Bidder/ Allottee shall have no ownership and/ or possession rights over the said Plot unless the entire Sale Price along with the interest accrued thereon, if any, has been paid to BSCDCL, the Selected Bidder/ Allottee shall not have any rights to undertake or commence any construction/ development activities on the said Plot and or portray that the Selected Bidder/ Allottee is the owner of the said Plot.

- 9.2. Upon execution of the Deed of Conveyance and handover of possession of the said Plot by BSCDCL to the Buyer, the Buyer shall fully abide by all the norms with respect to building regulations and permissions (as amended from time to time) as per MP Bhumi Vikas Niyam, 2012, Development Control Regulations (DCR) of Bhopal Smart City Development Corporation Limited or any other applicable law with respect to Area Based Development (ABD) area/ the Plot, and further, the Buyer shall also fully abide by the applicable Development Plan with respect to the Plot.

10.0 Execution of Deed of Conveyance:

10.1 Any time after the payment of the full Sale Price (including the applicable interest, if any) as per the terms of the Allotment Letter, the Allottee may approach BSCDCL for execution of the Deed of Conveyance, whereby the ownership of the Plot shall be transferred to the Allottee in accordance with the applicable laws. BSCDCL shall execute the Deed of Conveyance within 30 (Thirty) day of receipt of the written intimation (along with documentary evidence) by the Allottee with regard to the full payment of Sale Price. BSCDCL will release the Performance Security after the execution of the Deed of Conveyance.

10.2 In the event, the Successful Bidder fails to comply with all the terms and conditions provided under the LoID and the Allotment letter within the stipulated period specified therein or the extended period, if approved by BSCDCL, the Bid Security and/or any other amounts submitted by the Successful Bidder to BSCDCL shall be forfeited and the Allotment of the Plot shall stand cancelled.

10.3 The Allottee, after due compliance of pre-requisites under the LoID and the Allotment letter within the stipulated period and upon complete payment of the Sale Price along with any interest thereon, will be referred as Buyer in the Deed of Conveyance.

10.4 Subject to timely payment of the Sale Price and compliance with all the terms and conditions of the LoID, Allotment Letter and the Bid Documents, the Deed of Conveyance shall be executed between BSCDCL and the Selected Bidder.

10.5 Stamp Duty in accordance with applicable laws and all applicable taxes including registration costs shall be solely borne by the Buyer at the time of execution of Deed of Conveyance.

11.0 Pre-Bid Meeting:

Pre-bid Meeting will be held at following venue as per the following scheduled & venue at the address given below: -

S.No.	Date	Time	Venue
1.	11.08.2023	15:00 Hrs.	Bhopal Smart City Development Corporation Limited, Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh 462023

11.1 Interested Bidders may please send the request of participation through email, phone or SMS on the details given above. Pre-bid responses shall be uploaded on e tendering portal minimum 7 days before of submission of bid.

CHECKLIST FOR ELIGIBILITY PROPOSAL

Bid Document no: MPBSCDCL/TENDER NO-279

Requirement	Complied with (Yes / No)
The bid document is digitally signed by the authorized signatory/representative	
The Proposal and all related correspondence and documents in relation to the Bidding Process are in English Language.	
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.	
I/We have read and made myself/our self well conversant with the provision/information contained in BSCDCL's General Conditions of Letter of Intimation & Demand, Allotment Letter and Deed of Conveyance [RFP Part-II, III& IV];and we affirm to abide by the same.	

S. No.	Document / enclosure for submission	Submitted (Yes / No / Not Applicable)
1	Bid Document Fee of____(Indian Rupees____Only) to be paid online.	
2	If Bid Document Fee has not been paid online, the same may be submitted in form of Demand draft/ Banker"s cheque in favour of "Bhopal Smart City Development Corporation Limited" payable at Bhopal.	

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
1.1	Scanned copy of RFP Part-I to Part IV as issued by BSCDCL for the Project, digitally signed on each page by the authorized signatory have been uploaded.			
1.2	Uploading of Scanned copy of Covering Letter as per the prescribed format in Bid Form-1; i) signed by authorized signatory			

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	ii) on the letterhead of the Bidder			
2(A)	Uploading of scanned copy of General Information about the sole Bidder/Lead Member as per the prescribed format in Bid Form 2; Evidence of incorporation			
2(B)	Uploading of scanned copy of General Information about Member-1 as per the prescribed format in Bid Form-2; Evidence of incorporation,			
2(C)	Uploading of scanned copy of General Information about Member-2 as per the prescribed format in Bid Form-2; Evidence of incorporation,			
2(D)	Uploading of scanned copy of General Information about Member-3 as per the prescribed format in Bid Form-2; Evidence of incorporation,			
3	Information for Financial Eligibility for sole Bidder/Member in case of Consortium certified by Statutory Auditor/CAs per the prescribed format in Bid Form-3; (Separate forms for each Member in case of Consortium where Financial experience is aggregated). Audited annual financial reports/Income tax return along with financial statements duly certified by Statutory Auditor/Chartered Accountant of the Bidder or in case of a Consortium, of each Member, for last 3 (three) financial years.			
4	Uploading of scanned copy of Joint Bidding Agreement („JBA“) including the mandatory legal provisions as mentioned in Bid Form 4, in case of Bidder being a consortium, executed on non-judicial stamp paper of INR 500/- and duly notarised .			
Whether extract of the charter documents and documents such as Board resolution or equivalent document supporting formation of JBA has been		(Yes/No/Not Applicable)		

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	submitted.			
	JBA executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Agreement is being executed and then stamped in India as per the applicable State laws.		(Yes/No/Not Applicable)	
5	Uploading of scanned copy of Bid Security payment instrument, if not paid online.			
6	Uploading of scanned copy of Power of Attorney (submitted by the Member/ Lead Member for signing of Bid) executed on non-judicial stamp paper of INR 500/- and duly notarized as per the prescribed format in Bid Form-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)	
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.		(Yes/No/Not Applicable)	
7	Uploading of scanned copy of Power of Attorney in favour of the Lead Member of Consortium executed on non-judicial stamp paper of INR 500/- and duly notarized as per the prescribed format in Bid Form-6;			
	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)	
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.		(Yes/No/Not Applicable)	
8	Uploading of scanned copy of Undertaking from Bidder/Member of Consortium for claiming			

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	experience from holding/subsidiary Company/Entity on non-judicial stamp paper of INR 500/- and duly notarized as per the prescribed format in Bid Form-7, if applicable;			
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
8A	Uploading of scanned copy of Undertaking from Bidder/Member of Consortium for claiming experience of Partnership Firm on non-judicial stamp paper of INR 500/- and duly notarized as per the prescribed format in Bid Form-7A, if applicable;			
	Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
9	Uploading of scanned copy of Undertaking from holding/subsidiary Company/ Entity on non-judicial stamp paper of INR 500/- and duly notarized as per the prescribed format in Bid Form-8, if applicable;			
9A	Uploading of scanned copy of Undertaking from Partnership Firm on non-judicial stamp paper of INR 500/- and duly notarized as per the prescribed format in Bid Form-8A, if applicable;			
10	Uploading of scanned copy of Statement of Legal Capacity as per the format prescribed at Bid Form-9.			

S. No.	Document / enclosure for submission	Document Submitted (Yes/No/NA)	Page Nos (_ to _)	Total No of Pages
	Signed by Authorized Signatory	(Yes/No/Not Applicable)		
	On the letterhead of the Bidder	(Yes/No/Not Applicable)		
	Uploading of scanned Copy of Charter/Registration/Incorporation/Identity proof & PAN in case of Individuals.			
	UNDERTAKING executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the undertaking is being issued and then stamped in India as per the applicable State laws.	(Yes/No/Not Applicable)		
11	Uploading of scanned copy of Information on Conflict of Interest.			
12	Uploading of scanned copy of the Bid Form no 11: Affidavit for compliance to payment terms			
13	i) Uploading of scanned copy of Audited Annual financial Statement and IT Returns of the Bidder for the last 03 (Three) years.			
	ii) Uploading of scanned copy of Certificate of incorporation/registration/ Partnership deed and respective charter documents of the Bidder.			

(Signature of the Authorized Signatory)

CHECKLIST FOR E-BID FOR FINANCIAL PROPOSAL

(FINANCIAL BID)

Bid Document no:- MPBSCDCL/TENDER NO-279

S. N.	Document / enclosure for submission	Document Submitted (Yes / No / Not Applicable)	Page Nos (___ to ___)	Total No of Pages
1	Financial Bid of the Bidder/ Lead Member as per the prescribed format in Bid Form-10; to be submitted ONLINE only duly digitally signed by authorized signatory of the Bidder			

Note: All financial proposals/ documents along with check list in separate cover to be uploaded online with digital signature on <https://mptenders.gov.in/nicgep/app>

Digitally Signed

APPLICABLE BID FORMS FOR RELEVANT CATEGORY BIDDER(S)

Bid Forms	Sole Bidder				Consortium	Trust/Society
	Individual	Proprietor	Partnership firm/LLP	Company		
BID FORM 1: Covering Letter	✓	✓	✓	✓	✓	✓
BID FORM 2: General Information about the Bidder	✓	✓	✓	✓	✓	✓
BID FORM 3: Information for Financial Qualification	✓	✓	✓	✓	✓	✓
BID FORM 4: Mandatory Legal provisions to be included in Joint Bidding Agreement by Consortium Members					✓	
BID FORM 5: Special Power of Attorney for signing of Bid			✓	✓	✓	✓
BID FORM 6: Special Power of Attorney in favor of the Lead Member of Consortium					✓	
BID FORM 7: Undertaking from Bidder for Claiming Financial Experience of Holding/Subsidiary Company (Net worth)			✓	✓	✓	✓
BID FORM 7A: Undertaking from Each sole Bidder/Member of a Consortium for Claiming Financial Experience (Net worth Certificate)					✓	
BID FORM 8: Undertaking from Holding/Subsidiary Company				✓	✓	
BID FORM 8A: Undertaking from Partnership Firm			✓		✓	
BID FORM 9: Statement of Legal Capacity	✓	✓	✓	✓	✓	✓
BID FORM 10: Financial Proposal	✓	✓	✓	✓	✓	✓
RFP Part II, III & IV	✓	✓	✓	✓	✓	✓
BID FORM No. 11: Affidavit for compliance of the payment terms	✓	✓	✓	✓	✓	✓
BID FORM No. 12: Registration Certificate/ Partnership deed/ Trust Deed						✓

BID FORM 1: Covering Letter

Date: _____

To,
Chief Executive Officer,
Bhopal Smart City Development Corporation Limited,
Kalibadi Rd, Near Natraj Petrol Pump, Sector A,
Berkheda, Bhopal, Madhya Pradesh 462023

Sub:- Bid for **"Allotment of Plot on freehold basis for ABD Land No. 28 (Area 7539 Sqm)**

Dear Sir,

1. With reference to your Bid Document no: BSCDCL/RFP/_____of 2023, I/We _____ (Name of Bidder/Name of the Consortium/ Names of all members of the consortium) hereby undertake that I/We.....(Name of Bidder/Name of the Consortium/Names of all members of the Consortium) have studied the whole RFP carefully in addition to all other Bidding Documents, addendums, amendments, etc. and understood their contents,
2. We.....(Name of Bidder/Name of the Consortium/Names of all members of the Consortium) hereby unconditionally agree to abide by all provisions, terms and conditions contained therein and hereby submit our Bid for the aforesaid Project for Plot at_____.
3. My/Our Bid is unconditional and qualified.
4. I/We also agree to keep this offer open for acceptance for a period of 180 days from the Bid Due Date.
4. I/We also hereby agree and undertake to abide by all the terms and conditions of the Bid Documents.
5. I/ We acknowledge that the BSCDCL will be relying on the information provided in the Bid and the documents accompanying the Bid for allotment of the aforesaid Plot and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
6. This statement is made for the express purpose of our selection as Buyer for the aforesaid Plot.
7. I/ We shall make available to the BSCDCL any additional information it may find necessary or require supplementing or authenticate the Bid.
8. I/ We acknowledge the right of the BSCDCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
9. I/ We certify that in the last three years, I/we/any of the Members of our consortium have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been

- expelled from any project or contract nor have had any contract terminated for breach on our part.
10. I/We declare that:
- a. I/We have examined and have no reservations to the Bid Documents, including any addendum issued by BSCDCL; and
 - b. I/We do not have any conflict of interest, in accordance with the terms/clauses of the Bid Documents that affects the bidding process; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the BSCDCL or any other public sector enterprise or any Government, Central or State; and
 - d. I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of The Bid Documents, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e. I/We hereby certify that we are not otherwise debarred from participating in this Bid by any provision of Applicable Laws; and
 - f. The undertakings given by me/us along with the Proposal in response to the Bid Documents for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
12. I/We believe that I/We/ our Consortium satisfy(ies) the Financial Eligibility specified in the Bid Documents.
13. I/We declare that I/We/ any Member of the consortium, am/are/ is not a Member of any other Bidder/consortium submitting a Bid for the Project.
14. I/We certify that in regard to matters other than security and integrity of the country, I/We/ our consortium or any Member of our consortium has not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community nor is there any such investigation pending against us.
15. I/We further certify that in regard to matters relating to security and integrity of the country, I/We/ our consortium or any Member of our consortium have/has not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our associates nor is there any such investigation pending against us.
16. I/We further certify that no investigation by a regulatory authority or security agency relating to security and integrity of the country is pending either against us or against our associates or against our Chief Executive Officer (CEO) / Chief Financial Officer (CFO) or any of our directors/ managers/ employees etc.

17. I/We undertake that in case due to any change in facts or circumstances during the bidding process, the provisions of disqualification in terms of the guidelines referred to above, are attracted in our case, we shall intimate BSCDCL of the same immediately.
18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BSCDCL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/We agree to sign the Letter of Intimation & Demand, Allotment Letter and Deed of Conveyance [RFP Part-II, III & IV]; provided along with this bid document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same. Also, I/We agree to pay the Performance Security in accordance in terms of bid documents.
20. I/ We have studied all the Bidding Documents carefully and have also surveyed the Plot. We understand that except to the extent as expressly set forth in the Deed of Conveyance, we shall have no claim, right or title arising out of any documents or information provided to us by the BSCDCL or in respect of any matter arising out of or relating to the Bidding Process including the Allotment of Plot.
21. Bid Security of _____ [in number] [in words] is hereby submitted online or in the form of NEFT/RTGS (strike out whichever is not applicable) to BSCDCL in accordance with the Bid Documents. I/We understand that the full value of the Bid Security shall stand forfeited in case I/We fail to fulfil the requirements laid down in the bid Documents for the purpose.
22. I/We also understand that the full value of Bid Security shall be forfeited in case I/We fail to fulfil the requirements laid down in the Bid document for the purpose.
23. Our Financial Proposal is enclosed in a separate sealed Envelope 2. The Sale Price has been quoted by me /us after taking into consideration all the terms and conditions stated in the Bidding Documents, our own estimates of costs and after a careful assessment of the Plot and all the conditions that may affect the Plot.
24. I/ We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Plot is not awarded to me/us or our Bid is not opened or rejected.
25. We declare that the information stated above and in the aforementioned attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for BSCDCL to reject our Bid and forfeit the Bid Security.
26. I/We has/have examined the relevant papers for the Plot available with BSCDCL such as land plan before submission of the Bid. Any sub-divisioning/ amalgamation of the Plot, if required, has to be done by me/us at my/our own cost and consequences. BSCDCL shall not be held responsible for any delay on account of any shortcoming in land plan, and sub-division/ amalgamation and no demand for any compensation shall be raised against BSCDCL on this account.
27. I/We, agree to be severally/jointly liable for all the obligations as this bid document.
In witness thereof, I/ We submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Seal of the Bidder/
{Lead Member of the Consortium}

(Signature of the Bidder/Authorized Signatory)
(Name and designation)

Date:

Place:

- Encl: 1. Checklist of Documents submitted by us
2. Bid Security
3. Other documents as per prescribed formats

Note: 1. If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.
2. Strike out whichever is not applicable if the Bidder is not an Individual.

BID FORM 2: General Information about the Bidder

Bid No:- BSCDCL/RFP/XXXXXXX
Name of Project:- RFP for Allotment of Plot on freehold basis for ABD Land No. 28 (Area 7539 Sqm)

1. Full Name of the Bidder : (in Block Letters)
2. Bidder's Constitution (for example: Individual/Proprietorship/ Partnership/Public Limited Co./ Pvt. Ltd. Co.)
3. Bidder's Registered Office and Place of Business and branch office(s) in India, if any, or Residence
4. Bidder's Telephone No.
E-mail address
5. Name & Address of Proprietor/ Partners/ Directors of the Company
(Provide names, office & residential addresses, telephone nos., fax nos., e-mail, Profession/ Business engaged in, etc.)
6. Profile of the Bidder giving details of current activities, background of promoters and management structure including evidence of incorporation and proposed role and responsibilities in this Project, brief description of its main lines of business, details of current activities, Country of incorporation.
7. Details of individual(s) who will serve as the point of contact/communication for the BSCDCL
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
8. Particulars of the Authorised Signatory of the Bidder, if any
 - (a) Name:
 - (b) Designation:

- (c) Address:
- (d) Phone Number:
- (e) Fax Number:
- (d) E-Mail Address

Note:

1. In case of foreign company (ies), the same must be incorporated under the laws of the country of registration.
2. Certificate of Incorporation or equivalent of such foreign company should be either certified by the statutory auditor of the company or the Company Secretary.
3. All information required in terms of this Form shall be given in respect of each of the Members of the consortium.

BID FORM3: Information for Financial Qualification

(For Bidder/ Each Member of the Consortium)

Bid No: BSCDCL/MPBSCDCL/TENDER NO-278

Name of Project: RFP for Allotment of Plot on freehold basis for ABD Land No. 28 (Area 7539 Sqm)

Net worth: 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). It should be presented in the following tabular format (along with the copies of audited annual financial statement of FY claimed) certified by the Statutory Auditor of the Bidder or of each Member (in case of a Consortium):

Bid No:		
Name of Project:		Amount (INR in Cr)
	Subscribed and Paid up Equity/ Capital (including Equity/Security Premium)	
Add	General Reserves	
Less	Revaluation Reserves	
Less	Accumulated Losses	
Less	Miscellaneous expenditure not written off	
Less	Accrued liabilities not accounted for	
Less	Intangible Assets	
TOTAL NET WORTH		

*For conversion of other currencies to Indian Rupees the rate of conversion shall be as per the Reserve Bank of India ("RBI") reference rate as on the first day of the month preceding the month of opening of Bid. In case of currencies not indicated under the RBI reference rate, the same shall be converted to US\$ as per IMF reference rate as on the Conversion Date and the amount so derived in US\$ shall be converted into Indian Rupees as per the US\$ RBI reference rate as on the conversion date.

(Name & Signature of Authorised Signatory) _____

In the capacity of _____(position) duly authorized to sign this Bid for and behalf of
_____ (name of Bidder / Lead Member of the Consortium)

_____ (Address)

The information given above are true as per the audited annual financial statement of the Bidder/Member. We have signed this Bid Form 4 in our capacity as the Statutory Auditor* of_____(name of the Bidder/ Member of Consortium).

Signature of the Statutory Auditor*

Name of the Statutory Auditor

Company Seal of the Statutory Auditor*

Note:

1. In case a Bidder is drawing any financial eligibility of its holding/subsidiary Company, a separate Form-3 in the name of each such company/entity firm along with proof of relationship with the Bidder/Member of the Consortium shall also be attached which should also be supported with relevant applicable Form-7, 7 (A), 8 and 8 (A) of the RFP Part I.
2. In case Members of a Consortium are aggregating their individual experiences to qualify, the above information must be provided separately for each Member as per the specified format signed by the respective statutory auditors.
3. For those Individuals/ Proprietorships or entities whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with "Chartered Accountant" who is a member of ICAI.
4. In jurisdictions (foreign country) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under Financial Eligibility criteria.
5. In case Bid Form-3 consists of more than one-page, Statutory Auditor & Authorised Signatory shall sign with seal on all pages.
6. Partners of a Partnership Firm can participate as individuals or form a Consortium. The Financial experience of the partnership firm can be considered as the experience of Partner(s) in proportion to their respective stakes in the Partnership Firm for Financial eligibility for such Bidder/Member of Consortium. The Bidder has to also submit the copy of Partnership Deed and Bid Forms-7A &8A.

BID FORM 4: Mandatory Legal provisions to be included in Joint Bidding Agreement by Consortium Members

1. 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 performing all its obligations under Letter of Intimation & Demand (LoID), Allotment Letter, and perform its obligations as the Buyer in terms of the Deed of Conveyance, to be executed with Bhopal Smart City Development Corporation Limited (BSCDCL). All terms and conditions contained in this AGREEMENT will, insofar as they are relevant, are to be specifically incorporated in the Articles of Association of the SPC.

2. 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 Deed of Conveyance 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 Technical 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_____.

3. Joint and Several Liability:-
 - a) 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, Letter of Intimation and Demand (LoID), Allotment Letter and Deed of Conveyance. 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.
 - b) The Parties shall fully abide by all the norms with respect to building regulations and permissions (as amended from time to time) as per MP Bhumi Vikas Niyam, Development Control Regulations (DCR) of Bhopal Smart City Development Corporation Limited, or any other applicable law with respect to Area Based Development (ABD) area/ the Plot under the Project, and further the Parties shall also fully abide by the applicable Development Plan with respect to the Project.
 - c) The Parties shall not use the said Plot with respect to the Project for any purpose other than that for which it has been allotted, nor shall use the building constructed on it for a purpose other than that for which it has been constructed as per the Development Plan

pertaining to the said Plot. The Parties shall accept and obey all applicable rules, permits and regulations made or issued by the competent authority(ies) and/or BSCDCL from time to time.

4. Shareholding in the SPC:

4.1 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:

4.2 The Parties undertake that they shall collectively hold 100% (Hundred per cent) of the subscribed and paid up equity share capital of the SPC at all times till full payment of Sale Price including interest has been made to BSCDCL.

5. Representation of the Parties:-

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

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Joint Bidding Agreement;
- b) The execution, delivery and performance by such Party of this Joint Bidding Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member, is annexed to this Agreement, and will not, to the best of this knowledge:
 - i. violate any Applicable Law presently in effect and having applicability to it;
 - ii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iii. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - iv. there is no litigation pending, or to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

Note:

- *The Consortium members may prepare and execute a comprehensive Joint Bidding Agreement amongst themselves, however any such Joint Bidding Agreement so executed has to include the above mandatory legal provisions within it.*
- *Joint Bidding Agreement should 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.500 and duly notarised. Joint Bidding Agreement, which is executed and issued outside the territory of India, is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Agreement is being executed.

- *The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium member.*
- *For Joint Bidding Agreement executed and issued overseas, the document shall be consularized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

BID FORM 5: Special Power of Attorney for signing of Bid

Bid No:- BSCDCL/ MPBSCDCL/TENDER NO-278

This form is to be submitted only by the Bidder/ Lead Member, in case of Consortium.

(To be executed on Non-Judicial Stamp Paper of appropriate value (as prescribed by the Stamp Act of the respective State in which the document has to be executed but not less than ₹500) and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)

Know all men by these presents, We, _____ (name of the Bidder and address of theregistered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of_ and presently residing at____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for RFP for Allotment of Plot on freehold basis for ABD Land No. 28 (Area 7539 Sqm)

Project proposed or being developed by the Bhopal Smart City Development Corporation Limited ("BSCDCL") including but not limited to signing and submission of all bids and other documents and writings, participating in Bidders' and other conferences and providing information / responses to BSCDCL, representing us in all matters before BSCDCL, signing and execution of all contracts including the LoID, Allotment Letters, Deed of Conveyance and undertakings consequent to acceptance of our bid, and generally dealing with BSCDCL in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Deed of Conveyance with BSCDCL.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20xx

FOR.....

Signature _____

(Director)

Name of the Person : _____

Address

Company Seal :

I Accept

(Signature of the Attorney)

(Name, Title and Address of the Attorney)

(Director of the Lead Member)

I hereby attest and identify the signatures of our Attorney above-named.

Signature _____

(Director)

Name of the Person : _____

Address

Seal of the Entity :

[Notarised]

Name, Sign and Seal of the Notary

Witnesses:

- 1.
- 2.

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 the executants.
- For a Power of Attorney executed and issued overseas, the document will also have to be consularized by the Indian Embassy and notarised 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 Appostille certificate.

BID FORM 6: Special Power of Attorney in favour of the Lead Member of Consortium

Bid No:- BSCDCL/ MPBSCDCL/TENDER NO-278

(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 ₹500) and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)

WHEREAS THE BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED (the "BSCDCL") has **invited bids for RFP for Allotment of Plot on freehold basis for ABD Land No. 28 (Area 7539 Sqm)**

(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 issued by the BSCDCL.

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, 1956/2013 (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, 1956/2013 (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, 1956/2013 (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 other entities], a company incorporated under the Companies Act, 1956/2013 (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 BSCDCL, 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 _____

(Director)

(of the Other Member 2 of the Consortium)

Name of the Person : _____

Company Seal :

(Executants)

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

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

Signature _____

(Director)

Name of the Person: _____

Designation: _____

Company Seal/Seal of the Entity

Notarised

Name, Sign and Seal of the Notary

Witnesses:

1.

2.

(Executants)

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

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter / 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.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. The Power of Attorney should be duly supported with the enabling Board Resolution of all the Consortium Members.
4. For a Power of Attorney executed and issued overseas, the document will also have to be consularized by the Indian Embassy and notarised 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.

BID FORM 7: Undertaking from Bidder for Claiming Financial Experience of Holding/Subsidiary Company

Bid No:- BSCDCL/ MPBSCDCL/TENDER NO-278

(Each sole Bidder/Member of a Consortium which is relying upon the financial experience of its Holding/Subsidiary Company / Proprietor/ Partnership has to submit this Undertaking 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 ₹500*) and duly notarised. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Undertaking is being executed)

Date:

Place:

To,
Chief Executive Officer,
Bhopal Smart City Development Corporation Limited
(BSCDCL) Kalibadi Rd, Near Natraj Petrol Pump,
Sector A, Berkheda, Bhopal, Madhya Pradesh
462023

Sub:- Bid for **"Allotment of Plot on freehold basis ABD Land No. 28 (Area 7539 Sqm)**
Dear Sir,

This has reference to the Bid being submitted by _____(mention the name of Bidder/Lead Member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the BSCDCL dated _____, 2023.

We hereby confirm the following:

1. I/We am/are relying upon the credentials of the following holding/subsidiary Company to Bid for the Project, and the nature of our legal relationship [as per clause 3 (d) of RFP Part-I read with clause 1.5 (iii) of ITB, 5.3 (a), 5.3 (b), 5.4 (a to c) of ITB and Bid Form-3 & 4 of RFP Part I, as per the requirements stated in the Bid Documents, is provided in the table A, B and C below. The details of the equity shareholding in support of the legal relationship, duly certified as per the requirement of this Bid Documents, are enclosed.
2. The detailed Financial experience of our holding/subsidiary Company _____(insert name of the holding/subsidiary Company) for the above mentioned projects is enclosed, duly certified as per the requirements of Bid Form-3 and this Bid Documents in respect of Financial Eligibility.
3. We also agree that any change which affects our eligibility at any point of time till the full payment of Sale Price, could lead to termination of the contract and forfeiture of the Performance Security, as the case may be, by BSCDCL.
4. We jointly and severally undertake to abide by all the provisions of RFP/ Bid documents including LoID, Allotment letter and Deed of Conveyance.

5. We are hereby enclosing necessary certificates and documents as required under the Bid Documents. We therefore request BSCDCL to consider our financial experience as specified in the Bid Documents, for the purposes of evaluation of the financial eligibility criteria.

For and on behalf of _____(insert name of the Bidder /the Consortium)

Signature_____

(Director) (Company Secretary)

(of the Bidder / Member of the Consortium)

Name of the Person:_____

Designation:_____

Address

Company Seal/Seal of Entity

Countersigned by the Authorised Signatory of the Bidder / Lead Member in case of a Consortium

Signature _____

Name of the Person:_____

Designation:_____

Address

Enclosed: 1._____.

2._____.

BID FORM 7A: Undertaking from each Bidder for Claiming Financial Experience of Partnership Firm

(Each sole Bidder/Member of a Consortium which is relying upon financial experience of its Partnership Firm has to submit this Undertaking 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 ₹500) and duly notarized. An 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 executed)

Date: _____

Place: _____

To,
The Chief Executive Officer
Bhopal Smart City Development Corporation Limited (BSCDCL)
Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda,
Bhopal, Madhya Pradesh 462023

Sub:- Bid for **“Allotment of Plot on freehold basis for ABD Land No. 28 (Area 7539 Sqm)**

Dear Sir,

This has reference to the Bid being submitted by _____ (Mention the name of Bidder/ Lead Member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the BSCDCL dated _____ 2023.

I/We hereby confirm the following:

1. I Am/We are relying upon the credentials of the following Partnership Firm to Bid for the Project, and the nature of my/our legal relationship, as per the requirements stated in the Bid Documents, is provided in the tables A, B and C below. The details of my/our stake (Copy of Partnership Deed etc.) in support of the legal relationship, duly certified as per the requirement of the Bid Documents are enclosed.

Details of Net-worth to be considered to fulfil the Financial Eligibility:

Calculation of Net Worth as on 31 st March 2023		
Particulars		Amount (₹ in Cr)
	Subscribed and Paid up Share / Capital (including Equity/Security Premium)	
Add	General Reserves	
Less	Revaluation Reserves	
Less	Accumulated Losses	

Less	Miscellaneous expenditure not written off	
Less	Accrued liabilities not accounted for	
Less	Intangible Assets	
TOTAL NET WORTH		

2. The detailed Financial eligibility of the Partnership Firm _____(insert name of the Partnership Firm) for the above mentioned projects, Total/Gross Turnover and Net-worth is enclosed, duly certified as per the requirements of this Bid Documents in respect of Technical and/or Financial Eligibility.

3. I/We also agree that any change which affects my/our eligibility at any point of time till the full payment of Sale Price could lead to termination of the contract and forfeiture of the Bid Security by BSCDCL.

4. I am/We are hereby enclosing necessary certificates and documents as required under the Bid Documents. We therefore request BSCDCL to take into account the above credentials of the Partnership Firm while considering my/our technical and/or financial strengths, experience and track record as specified in the Bid Documents, for the purposes of evaluation of the minimum technical and/or financial eligibility criteria.

For and on behalf of: _____(insert name of the Bidder/Member of the Consortium which is relying upon the experience of its Partnership Firm)

Signature _____ (Bidder/ Member of the Consortium)
 Name of the Person: _____ Designation: _____
 Address: _____

Enclosed: 1. _____
 2. _____

BID FORM 8: Undertaking from Holding/Subsidiary Company

Bid No:-BSCDCL/RFP/_____of 2023

(Each holding/subsidiary Company whose financial experience is being relied upon has to submit this undertaking 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 ₹500) and duly notarised. An Undertaking executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where the Undertaking is being executed)

Date: _____

Place: _____

To,

The Chief Executive Officer

Bhopal Smart City Development Corporation Limited (BSCDCL)

Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda,

Bhopal, Madhya Pradesh 462023

Sub: - Bid for **“Allotment of Plot on freehold basis for ABD Land No. 28 (Area 7539 Sqm)**

Dear Sir,

This has reference to the Proposal being submitted by _____(mention the name of Bidder/Lead member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the BSCDCL dated _____, 2023.

We hereby confirm the following:

We have examined in detail and have understood and satisfied ourselves regarding the contents of the Bid Documents.

The nature of our legal relationship with _____(name of the Bidder OR Consortium Member which is claiming the experience of its holding or subsidiary company), which is the Bidder/Member of the consortium, as per the requirements stated in the Bid Documents, is _____(Please insert the details of the relationship). We have understood the nature of work/project being undertaken by the Bidder and the reason for which our technical and/or financial experience is being sought to be relied upon, by it.

We undertake and hereby commit that for the successful implementation of the BSCDCL's above mentioned project, we shall maintain the holding-subsiary relationship as defined in the Companies Act, 2013, and shall continue to provide requisite support to _____(name of the Bidder OR Consortium Member, for which the Undertaking is being furnished) in respect of the roles _____(briefly define the roles of the Bidder OR Consortium Member) as detailed in the Bid Documents being submitted by _____(name of the Bidder OR the Lead Consortium Member in case of a Consortium), till the full payment of Sale Price.

We jointly and severally undertake to abide by all the provisions of RFP/ Bid documents including LoID, Allotment letter and Deed of Conveyance.

For and on behalf of _____(insert name of holding or subsidiary Company or Entity whose experience is being relied upon)

Signature _____

(Director)

(Company Secretary)

(of the holding or subsidiary Company or Entity whose experience is being relied upon)

Name of the person: _____

Name of the person: _____

Address of the person

Address of the Person

Company Seal/Seal of the Entity

Countersigned by Authorised Signatory of the Bidder/ Lead Member in case of Consortium

Name of the Person :

Designation :

Address :

BID FORM 8A: Undertaking from Partnership Firm

(Each Partnership Firm whose financial experience is being relied upon has to submit this undertaking 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 ₹500) and duly notarized. An 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 executed)

Date:_____ Place: _

To,
The Chief Executive Officer
Bhopal Smart City Development Corporation Limited (BSCDCL)
Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda,
Bhopal, Madhya Pradesh 462023

Sub:- Bid for **"Allotment of Plot on freehold basis for ABD Land No. 28 (Area 7539 Sqm)**

Dear Sir,

This has reference to the Proposal being submitted by (mention the name of Bidder/Lead member in case of a Consortium) in respect of the captioned Project in response to the Bid Forms issued by the BSCDCL dated_____2023.

We hereby confirm the following:

We have examined in detail and have understood and satisfied ourselves regarding the contents of the Bid Documents.

The nature of the legal relationship of(name of the Bidder/Consortium Member who is claiming the experience of this Partnership Firm), with our Firm, as per the requirements stated in the Bid Documents, is that of a "Partner". We have understood the nature of work/project being undertaken by the Bidder/Consortium Member, and the reason for which our technical and/or financial experience is being sought to be relied upon, by him/her.

We undertake and hereby commit that for the successful implementation of the BSCDCL's above mentioned project, will continue to be the Partner of this Firm with minimum% stake in this Firm, and we shall continue to provide requisite support to_____(name of the Bidder/Consortium Member, for whom the Undertaking is being furnished) in respect of his/her role as(briefly define the roles of the Bidder OR Consortium Member) in the Project, as detailed in the Bid Documents being submitted by(name of the Bidder/ the Lead Consortium Member in case of a Consortium), till the full payment of Sale Price.

We jointly and severally undertake to abide by all the provisions of RFP/ Bid documents including LoID, Allotment letter and Deed of Conveyance.

For and on behalf of

(insert name of Partnership Firm whose experience is being relied upon)

Signature _____

(Partner) (Managing Partner)

BID FORM 9: Statement of Legal Capacity

Bid No:-BSCDCL/RFP/_____of 2023

{To be printed on the authorised Letter head of the Bidder (in case of sole Bidder) or the Lead Member (in case of Consortium), including full postal address, telephone, faxes and e-mail address}

Date:_____

Place: _____

To,
The Chief Executive Officer
Bhopal Smart City Development Corporation Limited (BSCDCL)
Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkhedda,
Bhopal, Madhya Pradesh 462023

Sub:- Bid for **"Allotment of Plot on freehold basis for ABD Land No. 28 (Area 7539 Sqm)**

Dear Sir,

We hereby confirm that we/**our members in the Consortium (constitution of which has been described in the Bid) are permitted to Bid and execute the Project(s), if selected, as per the object of business of our charter/ registration/ incorporation documents, satisfy the terms and conditions laid out in the Bid Documents and that we are not otherwise debarred from bidding for this Project(s) by any provision of Applicable Laws.*

We have agreed that_____ (insert Member"s name) will act as the Lead member of our Consortium.

We have agreed that_____ (insert individual"s name) will act as our representative/ will act as the representative of the Consortium on behalf** and has been duly authorised to submit the Bid Documents. Further, the authorised signatory is vested with requisites power to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signatory, name and designation of the authorised signatory)

For and on behalf of _____

* Copy of charter/registration/incorporation documents should be attached with this Bid Form.

** *Please strike out whichever is not applicable*

BID FORM FOR FINANCIAL PROPOSAL

BID FORM 11: Affidavit for compliance to payment terms

[To be provided by the Successful Bidder along with the Financial Bid]

(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.500)

I/we, [Name], having is registered office at [Address], represented through its authorised signatory [Name]/ [resident of [Address], aged [•]] (**as applicable**), do hereby solemnly affirm and declare that-

1. I/ We intend to participate in the tender process for Allotment of Plot No.28 on freehold basis for ABD Area of Bhopal Smart City Development Corporation Limited bearing referenceno [•] ("**Tender**").
2. I/ We have paid an amount of Rs. [•] as Bid Security i.e. an amount equivalent to 2.5% of the Reserve Price at the time of release of RFP for participation in the bidding process.
3. I / We agree and acknowledge that upon submission of the Financial Bid, in the event I/ we am/ are declared as the H1 bidder for the said Tender, BSCDCL will issue a LoID in my/ our favour.
4. After issuance of the LoID in my/ our favour and upon acceptance of the LoID by me/ us within 7 (seven) days of receipt of the LoID, I /we acknowledge that I/ we shall be required to pay Rs. [•] towards 25% of the Sale Price to BSCDCL in accordance with the terms of the Bid Documents.
5. I hereby agree and acknowledge that upon complete payment of 25% of the Sale Price within a period of 60 days from the date of issuance of the LoID, BSCDCL shall issue the Allotment Letter in my/our favour. In this regard, I hereby agree and acknowledge that the issuance of the Allotment Letter does not grants or vests any ownership rights and/ or possession rights over the Plot in my/ our favour in any manner whatsoever, and BSCDCL shall continue to have complete ownership and possession of Plot/ property till entire Sale Price/ sale consideration has been paid by me/us to BSCDCL and a Deed of Conveyance has been executed in my/our favour by BSCDCL.
6. I/ We further agree and acknowledge that I/we shall not have any rights to undertake or commence any construction/ development activities on the said Plot and or portray that I/we are the owner of the said Plot.
7. I/ we hereby agree and acknowledge that in the event I/we are unable to or fail to make complete payment of any instalment of the Sale Price (along with the accrued interest therein, if any) within the stipulated time period on or before the due date of payment in accordance with the terms of the LoID, Allotment Letter and the Bid Documents, I/ we hereby unconditionally and irrevocably agree that BSCDCL at its sole discretion shall have the absolute right to forfeit the Bid Security amount and take further appropriate actions as per terms of Bid Documents. In this regard, I/ we shall not raise any objections and I/

we hereby give my/ our full consent to the forfeiture of the Bid Security amount by BSCDCL.

8. I/ We further unconditionally agree that due to my/ our inability and failure to pay any instalment of Sale Price (along with the accrued interest therein, if any) within the stipulated time period on or before the due date of payment in accordance with the terms of the LoID, Allotment Letter and the Bid Documents, BSCDCL or the competent authority in this regard, including the Board of BSCDCL shall have the absolute right to exercise any or all of the following rights against me/ us:
 - a. Forfeit the Bid Security amount and any other amounts paid by me to BSCDCL;
 - b. Impose penal interest for delay in payment computed in accordance with the interest rates set out in the Bid Documents;
 - c. To recover from me/ us any loss that is incurred by BSCDCL due to re-tendering the sale of the said Plot;
 - d. To recover from me/ us the difference amount in the Sale Price in the event the Sale Price quoted by the other bidder (in case of re-tendering) or the Sale Price quoted by the H2 bidder is lower than the bid amount/ Sale Price quoted by me/ us;
 - e. recoveries can be made against me/ us by deducting/ setting off any recovery amount from the amount deposited by me/ us with BSCDCL and/ or any Smart City Organisation in Madhya Pradesh pursuant to my/ our participation in any other tender floated by BSCDCL and/ or any Smart City Organisation in Madhya Pradesh;
 - f. to disqualify/ blacklist me/ us from participation in any other tenders floated by BSCDCL and/ or any other smart city organisation in the State of Madhya Pradesh for a period 2 years;

9. I/ We hereby further agree, acknowledge and affirm that in the event of any change in applicable laws including but not limited to the local laws of the State of Madhya Pradesh and/ or the Collector guidelines for determining the Reserve Price of the said Plot, BSCDCL shall have the absolute right to change the terms and conditions of the Bid Documents and I/ we shall have no objection to the same.

10. In the event of exercise of any and all rights by BSCDCL, as set out in Para 8 above, I/ we shall have no objection to the same and hereby provide by irrevocable consent regarding it. Further, I/ we hereby undertake and covenant that in the event of exercise of such rights by BSCDCL, I/ we will not challenge any such action of BSCDCL before any court of law and shall abide by the orders of BSCDCL.

11. I/ We hereby confirm that my/ our details for serving any show cause notice and/ or any other notice by BSCDCL shall be as follows and in the event there is any change in the below mentioned details, I/ we shall inform BSCDCL with immediate effect:
 - a. Name of Individual/ Name of Company [as applicable];
 - b. Name of authorised signatory (if applicable)
 - c. Address/ Registered office address:
 - d. Mobile No/ Contact No:
 - e. Email ID:

f. Fax No:

12. I/ We hereby represent and warrant that all the information provided by the me/ us as required under the Bid Documents is true, correct, complete and accurate in all respects and if found incorrect, untrue or incomplete, BSCDCL shall have the right to exercise any rights mentioned in Para 8 above and/ or impose penalties upon me/ us in accordance with the provisions of the Bid Documents.

13. We have read and understood all the provisions included in the bid documents and abide by them.

14. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(To be signed by the Authorized Representative of the Firm/ Signed by Individual [as applicable])

Name of the Authorized Representative/ Individual [As applicable].

Name of the Firm (if applicable)

Dated:

SCHEDULE – I: PLOT DETAILS & DESCRIPTION

ABD Plot No 28

The Plot is located at North T.T. Nagar, Bhopal. The ABD Land No. 28 (Area 7539 Sqm) and is bounded by properties as below:

- North: Plot No 27
- South: 12 m wide road
- East : 12 m wide road
- West: 30 m wide road

RFP Part II:
LETTER OF INTIMATION AND DEMAND

RFP PART II: LETTER OF INTIMATION AND DEMAND

Ref No:

Place:

Date:

To,

[Name of the Successful Bidder] (Successful Bidder)

[Designation]

[Company]Details of the Successful Bidder

Subject: **"Allotment of Plot on freehold basis for ABD Land No 28, Area 7539 Sqm.**

Ref:

1. Online E-Tender no. BSCDCL/RFP/_____Dated_____.
2. Application submitted by you as on [DATE] for allotment of Plot
3. Financial bid opened dated_____.

Dear Sir/ Madam,

1. With reference to the application submitted by you as on [DATE] for allotment of Plot on freehold basis, financial bids were opened on DD/MM/YYYY.
2. Bhopal Smart City Development Corporation Limited ("BSCDCL") is pleased to inform that your financial proposal has been accepted by BSCDCL for the reason of it being the highest among the bidders participating in the Bid. Please be informed that the sale price of the highest bid submitted by you is INR_____ (the **"Sale Price"**).
3. You are hereby requested to deposit the First Instalment of 25% (Twenty Five percent) of the Sale Price within 60 days (Sixty) from the date of issuance of this Letter of Intimation and Demand ("LoID"). Each instalment of the Sale Price shall be due and payable within the stipulated period or within the extended time period, together with interest (including interest for the extended time period as specified in the Allotment Letter), although the First Instalment of Sale Price is to be paid by you, the Selected Bidder, without any interest liability on the Selected Bidder, within 60 (Sixty) days from the date of issuance of this LoID to BSCDCL (LoID date is inclusive).
4. You (the Successful Bidder) will be issued the Allotment Letter after the payment of the First Instalment of 25% (Twenty Five percent) of the Sale Price within as per the terms of Paragraph 3 above.
5. Please take note that the LoID, does not grants or vests any ownership rights and/ or possession rights over the Plot in favour of the Selected Bidder in any manner

whatsoever, and BSCDCL shall continue to have complete ownership and possession of Plot/ property till entire Sale Price/ sale consideration has been paid by the Selected Bidder to BSCDCL and a Deed of Conveyance has been executed in favour of the Selected Bidder. However, it is clarified that any time after the payment of the First Instalment of the Sale Price in case the Selected Bidder, approaches any Bank/Financial Institution to seek financing/funding towards outright purchase of the Plot, where incomplete balance portion of the Sale Price [i.e. 75% (Seventy Five Percent) + any accrued interest thereon] of the Plot is paid directly by such Bank/ Financial Institution to BSCDCL, then BSCDCL shall, after complete verification of the Selected Bidder's proposal to its entire satisfaction, consider issuance of a letter to the Bank/ Financial Institution to enable the financing/ funding in favour of the Selected Bidder. However, the discretion to grant the financing/ funding in favour of the Selected Bidder shall vest with the concerned Bank/ Financial Institution and BSCDCL shall not take any responsibility regarding it. Provided however that the Deed of Conveyance shall be executed in favour of the Selected Bidder, only after BSCDCL has received the entire Sale Price consideration (including accrued interest thereon) towards the Plot. For the avoidance of doubt, it is expressly set out that till such time the entire Sale Price (including accrued interest) has been received by BSCDCL and Deed of Conveyance has been executed in favour of the Selected Bidder, BSCDCL shall, at all times, have complete ownership and possession of the Plot, and the Selected Bidder shall be prohibited from entering into any third party commercial transaction(s) or create any third party interest in respect of or pertaining to the Plot.

6. Further, in case you intent to refuse the acceptance of the aforesaid allotment under this LoID, you are required to communicate your refusal in writing (with evidence of its receipt by BSCDCL), within 30 (Thirty) days from the date of this LoID. If in case you fail to intimate your refusal within the aforesaid period or seek extension of the stipulated deadline, BSCDCL shall have the right to terminate this LoID and forfeit the Bid Security as per the provisions of the bid document. Further, you shall not be eligible to claim any kind of damages and/or compensation on account of cancellation of the said allotment by BSCDCL.

7. Please acknowledge the receipt of this letter.

Thanking You.

The Chief Executive Office
Bhopal Smart City Development Corporation Limited

Acknowledged & unconditionally accepted:

[Name of the Successful Bidder]

[Designation]

[Company]

RFP Part III : ALLOTMENT LETTER

RFP PART III: ALLOTMENT LETTER

Ref. No.

Date:_____

From,

The Chief Executive Officer
Bhopal Smart City Development Corporation Limited (BSCDCL)
Kalibadi Rd, Near Natraj Petrol Pump, Sector A, Berkheda,
Bhopal, Madhya Pradesh 462023

To,

Name and address of the successful bidder (the “Allottee”)

Subject: “**Allotment of Plot on freehold basis for ABD Land No. 28 (Area 7539 Sqm)**”

1. Please refer to your application dated_____for the allotment of the Public & Semi Public Plot in T.T. Nagar, Bhopal.
2. Your application has been considered and the Public & Semi Public plot as detailed below, has been allotted to you on the following terms. The area of the Plot and the Sale Price of the Plot given below are subject to the adjustment in accordance with the actual measurement at the time of delivery of possession.

3.

Location and Plot use	Plot No.	Dimension of the plot	Area in Sqm.	Sale Price in Rs.
ABD area, T.T.Nagar, Bhopal Public & Semi Public Land use				

The said Plot is more particularly described in **Schedule-A (“The Plot”)**.

4. In accordance with the bid submitted by you, you shall be liable to pay a total amount of **Rs.__(in words_____)**as Sale Price along with interest, as stipulated below, for purchasing the said Plot from BSCDCL.
5. The Allottee shall have the right of possession only after complete payment of the Sale Price and Penal Interest (if any) .
6. The Allottee shall have ownership rights and possession rights over the Plot only after: (i) the full payment of the Sale Price (including the applicable interest, if any), and (ii) execution of Deed of Conveyance in favour of the Allottee by BSCDCL. The payment schedule/ terms of Sale Price shall be as under:

Particulars	Instalment as % of Sale Price	Due Date	Amount	Remark
First Instalment	25% (Twenty Five percent)	Within 60 (Sixty) days from the date of issue of LoID by BSCDCL	25% (Twenty Five percent) of the Sale Price.	Paid vide: RTGS/ DD no. _____ dated _____
Final Instalment	75% (Seventy Five percent)	Within 180 days of from the date of issue of LoID by BSCDCL but before execution of the deed of conveyance	75% (Seventy Five percent) of the Sale Price.	To be paid by date -- /--/----

Note :-

7. The EMD shall be an amount equivalent to 2.5% of the Reserve Price at the time of release of RFP. EMD amount paid by the Successful Bidder shall be adjusted in the Final instalment of Sale Price as per LOID, payable by the Allottee to BSCDCL.
8. In the event there is any delay in payment of any instalment of the Sale Price in accordance with the time of schedule of payment as mentioned in RFP and the terms of the LoID and/ or the Allotment Letter, the Allottee shall be unconditionally liable for such delay and shall be irrevocably liable to pay to BSCDCL, an interest of 09% (Nine percent) per annum on outstanding payment of Sale Price.
9. It is hereby clarified that any delay in payment of any instalment of the Sale Price shall be subject to submission of written request for extension by the Allottee and written approval of BSCDCL at its sole discretion. In any case the request for extension of time cannot exceed a period of 4 (Four) months from the due date of payment of the instalment.
10. In the event, the Allottee, after duly obtaining the extension from BSCDCL for payment of any instalment of the Sale Price, fails to make the payment within such extended period, then the following procedure shall be adopted.

Cancellation of allotment for non-payment.

if the payment of instalment (along with the interest) is not done by the Allottee in accordance with the provisions contained herein, then BSCDCL shall have the right to revoke the Allotment Letter. In the event of such revocation of the Allotment Letter by BSCDCL, BSCDCL shall forfeit sum equivalent to 10% of the sale price and EMD (2.5% of Reserve Price) submitted by the Allottee at the time of bidding).

BSCDCL shall also deduct the interest of 9% (Nine Percent) per annum of due premium amount for the period of time extension which shall be recovered from the submitted amount by the allottee and remaining balance amount shall be refunded to the allottee. In this regard, the Allottee

shall have no right to claim any interest on the total amount paid to BSCDCL.

11. Please take note that the issuance of the Allotment Letter does not grants or vests any ownership rights and/ or possession rights over the Plot in favour of the Allottee in any manner whatsoever, and BSCDCL shall continue to have complete ownership and possession of Plot/ property till entire Sale Price/ sale consideration has been paid by the Allottee to BSCDCL and a Deed of Conveyance has been executed in favour of the Allottee.
12. All payments shall be made by the means of the Demand Draft/ NEFT/ RTGS in favour of BSCDCL.
13. No separate notice will be sent for the payment of the instalment. However, any information regarding payment of any instalment of Sale Price, due date, etc., may be sent as matter of courtesy, at the sole discretion of BSCDCL, and not as a matter of obligation on part of BSCDCL. The Allottee is required to maintain diligence and discipline at its own level while making full payment of the Sale Price (including the applicable interest) as per the payment terms mentioned in this Allotment Letter.
14. BSCDCL shall continue to have absolute ownership of the said Plot till the entire sale consideration (Sale Price) has been paid by you, the Allottee to BSCDCL, and a Deed of Conveyance has been executed in your favour. The Allottee shall have no right to transfer by way of sale, gift, mortgage, etc., the land or any of its right, title or interest therein, without the prior permission in writing of The Board, BSCDCL. The Board, BSCDCL while granting such permission may impose such conditions as may be notified by BSCDCL from time to time.
15. In the event of non-payment of the Subsequent Instalments/ balance portion of the Sale Price within the stipulated period by Allottee, or in the event of the breach of any other condition of sale, BSCDCL may impose a penalty or resume/ repossess/ re-enter the said Plot, or both, in its sole discretion. In the event of resumption, it shall be lawful for BSCDCL, notwithstanding the waiver of any previous cause or right to re-entry thereon or any part thereof, to possess, retain and enjoy the same as its absolute owner, and the Allottee shall not be entitled to any refund of the Sale Price or any part thereof or to any compensation whatsoever (e.g. for building construction cost, etc.) on account of such re-entry and repossession.
16. BSCDCL reserves with itself all mines and minerals whatsoever in or under the said Plot with all such rights and powers as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all such times and in such manner as BSCDCL shall think fit with power to carry out any surface or any underground working and to let down the surface of all or any part of the said Plot and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said Plot for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained.
17. Provided that the Allottee shall be entitled to receive from BSCDCL such payment for the

occupation by it for the surface, and for the damage done to the surface or buildings on the said Plot by such workings or letting down as may be agreed upon between BSCDCL and the Allottee. In the event BSCDCL and the Allottee fail to reach an agreement with respect to the payment payable to Allottee, the matter shall be referred to arbitration in accordance with the terms of this Allotment Letter.

18. The Allottee shall pay all applicable general and local taxes, rates or cesses for the time being imposed on the said Plot by competent authority(ies) from time to time.
19. The Allottee shall have no ownership and/ or possession rights over the said Plot unless the entire Sale Price along with the interest accrued thereon, if any, has been paid to BSCDCL, the Allottee shall not have any rights to undertake or commence any construction/ development activities on the said Plot. Only upon execution of the Deed of Conveyance and handover of possession of the said Plot by BSCDCL to the Allottee, the Allottee may undertake or commence construction/ development activities on the said Plot, by fully abiding with all the norms with respect to building regulations and permissions (as amended from time to time) as per MP Bhumi Vikas Niyam 1984, its Rules 2012 (MP Bhumi Vikas Niyam Adhinyam 2012), Development Control Regulations (DCR), etc., or any other applicable law with respect to Area Based Development (ABD) area/ the Plot, and further, the Allottee shall also fully abide by the applicable Development Plan with respect to the Plot.
20. The Allottee shall not use the said Plot for any purpose other than that for which it has been allotted, nor shall use the building constructed on it for a purpose other than that for which it has been constructed as per the Development Plan pertaining to the said Plot (Schedule-B: Permitted Purpose & Use under Development Plan). The Allottee shall accept and obey all applicable rules, permits and regulations made or issued by the competent authority(ies) and/or BSCDCL from time to time.
21. Any time after the payment of the full Sale Price (including the applicable interest) as per the terms of this Allotment Letter, the Allottee may approach BSCDCL for execution of the Deed of Conveyance, whereby the ownership of the Plot shall be transferred to the Allottee. BSCDCL shall execute the Deed of Conveyance within 60 (Sixty) days of receipt of the written intimation (along with documentary evidence) by the Allottee with regard to the full payment of Sale Price. BSCDCL will release the Performance Security after the execution of the Deed of Conveyance.
22. **INSPECTION:**
After execution of Deed of Conveyance, the buyer shall grant special right of access to authorized representatives of BSCDCL and other competent government authorities to carry out inspections to ascertain compliance of applicable building laws and rules.
23. **INSURANCES:**
The Allottee shall affect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances (including building insurance) as may be necessary or

prudent in accordance with Good Industry Practice. The Allottee shall also affect and maintain such insurances as may be necessary for mitigating the risks that may devolve on BSCDCL as a consequence of any act or omission of the Allottee during the Construction Period.

24. TERMINATION BY BSCDCL FOR ALLOTTEE DEFAULT:f

Save as otherwise provided in this Allotment Letter, in the event that any of the defaults specified below shall have occurred BSCDCL shall give a 15 day notice for cure of default, and if the Allottee still fails to cure the default within the Cure Period of 15 (fifteen) days, the Allottee shall be deemed to be in default of this Allotment Letter (the "Allottee Default"), the defaults referred to herein shall include:

- (a) The Allottee makes default in payment of any Subsequent Instalments (Or Penalty / interest therein)
- (b) the Allottee creates any Encumbrance in breach of this Allotment Letter;
- (c) the Allottee repudiates this Allotment Letter or otherwise takes any action or evidences or conveys an intention not to be bound by this Allotment Letter;
- (d) a change in ownership of the Allottee occurred without the prior written consent of BSCDCL, which in the sole estimation of BSCDCL, could potentially default in the payment of Subsequent Instalments towards the total Sale Price;
- (e) the Allottee is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Allottee or for the whole or material part of its assets that has a material bearing on the Plot development;
- (f) the Allottee has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of BSCDCL, a material adverse effect;
- (g) any insolvency resolution process has been initiated against the Allottee under relevant provisions of the Insolvency and Bankruptcy Code, 2016 (as amended from time to time);
- (h) a resolution for winding up of the Allottee is passed, or any petition for winding up of the Allottee is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (Ninety) days of the date thereof or the Allottee is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Allottee are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Allottee under this Allotment Letter and Plot-related agreements; and provided that:
 - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Allotment Letter and Plot-related agreements;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Allotment Letter and Plot-related agreements, and has a credit worthiness at least as good as that of the Allottee as at the issuance of this Allotment Letter; and
 - (iii) each of the Plot-related agreements remains in full force and effect;
- (i) any representation or warranty of the Allottee contained in its proposal or bid submission which is, as of the date hereof, found to be materially false, incorrect or misleading or the Allottee is at any time hereafter found to be in breach thereof;
- (j) the Allottee submits to BSCDCL any statement, notice or other document, in written or

electronic form, which has a material effect on BSCDCL's rights, obligations or interests and which is false in material particulars;

- (k) the Allottee has failed to fulfil any obligation, for which failure, Termination has been specified in this Allotment Letter;
- (l) the Allottee commits a default in complying with any other provision of this Allotment Letter if such a default causes a Material Adverse Effect on BSCDCL;
- (m) indulgence of Allottee or persons claiming through it, in unlawful activities which is banned, punishable & threat to masses as per law of the land.

25. CONSEQUENCE OF TERMINATION OF THIS ALLOTMENT LETTER:

Upon Termination for any reason whatsoever, BSCDCL shall:

- (a) have the right to revoke the Allotment Letter. In the event of such revocation of the Allotment Letter by BSCDCL, BSCDCL shall forfeit the EMD (2.5% of Reserve Price) submitted by the Allottee at the time of bidding) and any amount deposited by the Allottee till the date of Cancellation (including any interest or penalty paid by the allottee). In this regard, the Allottee shall have no right to claim any interest on the total amount paid to BSCDCL.
- (b) be deemed to have taken possession and control of the Plot forth with;
- (c) be entitled to restrain the Allottee and any person claiming through or under the Allottee from entering upon the Plot or any part of the Plot.

26. LIABILITY AND INDEMNITY

(a) GENERAL INDEMNITY:

The Allottee shall indemnify, defend, save and hold harmless BSCDCL and its officers, servants, agents/consultants, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "BSCDCL Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties or any of its employees/workmen for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Allottee of any of its obligations under this Allotment Letter or any related agreement or on account of any defect or deficiency in the provision of services by the Allottee to any third parties or from any negligence of the Allottee under contract or tort or breach of service/ agreement on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the BSCDCL Indemnified Persons.

(b) INDEMNITY BY THE ALLOTTEE:

Without limiting the generality of above Clause, the Allottee shall fully indemnify, hold harmless and defend BSCDCL, and BSCDCL Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (iv) failure of the Allottee to comply with Applicable Laws and Applicable Permits;
- (v) payment of taxes required to be made by the Allottee in respect of the income or other taxes of the Allottee's contractors, suppliers and representatives; or
- (vi) non-payment of amounts due as a result of materials or services furnished to the Allottee or any of its contractors, which are payable by the Allottee or any of its contractors.

27. DISPUTE RESOLUTION:

Any dispute, controversy or claim ("Dispute") arising out of, relating to, or in connection with this Allotment Letter, shall initially be resolved by amicable negotiations among executives of the Parties and, if not resolved through such negotiations within 30 (thirty) days of written notice of

the existence of such Dispute, be finally settled by arbitration by a sole arbitrator to be appointed mutually by both the Parties.

The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 [as amended by the Arbitration & Conciliation (Amendment) Act, 2015], and as amended at the time of the arbitration. The venue and seat of the arbitration shall be Bhopal, India, and it shall be conducted in the English language.

The arbitral award shall be in writing, stating the reasons for the award, and shall be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

28. GOVERNING LAW AND JURISDICTION:

This Allotment Letter shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bhopal, Madhya Pradesh shall have exclusive jurisdiction over matters arising out of or relating to this Allotment Letter.

29. ASSIGNMENT:

Save and except otherwise permitted by under this Allotment Letter, the Allottee shall not assign, transfer, mortgage, charge, sub-let, deal with, sub-contract, or otherwise grant rights in or over all or any of the rights, or all or any of its obligations or liabilities under this Allotment Letter.

The Chief Executive Officer
Bhopal Smart City Development Corporation Limited

Acknowledged & unconditionally accepted:

[Name of the Allottee]

[Designation]

[Company]

RFP Part IV: DEED OF CONVEYANCE

RFP PART IV: DEED OF CONVEYANCE

This deed of conveyance (the “**Deed of Conveyance**” or “**Deed**” or “**Conveyance Deed**”) is executed into on this _____ day of _____, 20XX at Bhopal.

BY AND BETWEEN

BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED, a Company duly incorporated and validly existing under the Companies Act, 1956 having its registered office at: _____ (hereinafter referred to as the “**BSCDCL**” or “**Seller**”, which expression unless repugnant to the meaning and context hereof shall include its successors and assigns) through its authorized representative _____, duly authorized vide Board Resolution dated _____ of the **FIRST PART**;

AND

_____ having its registered office at: _____ (hereinafter referred to as “**Buyer**”, which expression unless repugnant to the meaning and context hereof shall include its successors and permitted assigns), of the **SECOND PART**.

Seller and Buyer are hereinafter collectively referred to as the “**Parties**” and individually as “**Party**”.

WHEREAS

- (i) The Seller represents and warrants that it has full proprietary rights over the land admeasuring _____ sqm. located at _____ and more particularly described in **Schedule-A** (the “**Plot**”); and has clear and marketable title to it.
- (ii) The Seller has sanctioned the sale of the Plot to the Buyer in pursuance of its application dated _____ made against the Request for Proposal (the “**RFP**”) published by the Seller on date _____ for allotment of the Plot;
- (iii) The Seller has determined, based on the conditions of the RFP and the price bid submitted by the Buyer, the sale price (the “**Sale Price**”) for the Plot at **Rs.** _____ (Rupees _____);
- (iv) The Buyer has paid the balance portion of the Sale Price to the Seller, including interest thereon as stipulated in the Allotment Letter vide the following:

Particulars	Due Date (as per Allotment Letter)	Instalment as % of Sale Price	Instalment Amount	Interest Amount	Cheque/RTGS/DD Ref. No. with date

First Instalment	DD/MM/YYYY	25%			
Final Instalment	DD/MM/YYYY	75%			

- (v) The Seller, having now satisfied itself with the fulfilment of the terms and conditions of the Allotment Letter by the Buyer, has decided to transfer all its rights, title and interest on the Plot to the Buyer vide this Deed of Conveyance.

NOW THEREFORE THIS DEED WITNESSTH THAT:

For the purpose of carrying into effect the said sale and in consideration of the covenants of the Buyer hereinafter contained and the undertaking by the Buyer to pay the Sale Price of _____ (Rupees _____) along with Performance Security in the form of Bank Guarantee of INR. _____ (Rupees _____) the Seller hereby grants and conveys into the Buyer all the pieces and parcel of the Plot to have and to hold the same upto and to the use of the Buyer subject to exceptions, reservation, conditions and covenants hereinafter contained:

1. The Seller reserves with itself all mines and minerals whatsoever in or under the said Plot with all such rights and powers as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all such times and in such manner as the Seller shall think fit with power to carry out any surface or any underground working and to let down the surface of all or any part of the said Plot and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said Plot for the purpose of doing all such things as maybe convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained.

Provided that the Buyer shall be entitled to receive from the Seller such payment for the occupation by him for the surface and for the damaged one to the surface or buildings on the said Plot by such workings or letting down as may be agreed upon between the Seller and the Buyer, failing which the matter shall be referred to dispute resolution process in accordance with the terms of this Deed.

2. The Buyer shall pay all general and local taxes, rates or cesses for the time being imposed on the said Plot by competent authority under applicable laws.
3. The Buyer shall not make any additions/ alterations without prior permission of the BSCDCL.
4. The Seller may, by its officers and servants, at all reasonable times and in a reasonable manner after 24 (twenty-four) hours" notice in writing, enter in and upon any part of the said Plot or building erected thereon for the purpose of ascertaining that the Buyer has duly performed and observed the terms and conditions of these presents.
5. The Seller shall have full rights, powers and authority at all times to do through officers or servants, all acts and things, which may be necessary or expedient for the purpose of

enforcing compliance with all or any of the terms, conditions and reservation herein contained and to recover from the Buyer, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

6. Upon execution of this Deed of Conveyance and handover of possession of the Plot by BSCDCL to the Buyer, the Buyer may undertake or commence construction/ development activities on the said Plot, by fully abiding with by all the norms with respect to building regulations and permissions (as amended from time to time) as per MP Bhumi Vikas Niyam 2012, Development Control Regulations (DCR) of Bhopal Smart City Development Corporation Limited or any other applicable law with respect to Area Based Development (ABD) area/ the Plot, and further, the Buyer shall also fully abide by the applicable Development Plan with respect to the Plot.
7. The Buyer shall not use the said Plot for any purpose other than that for which it has been allotted, nor shall use the building constructed on it for a purpose other than that for which it has been constructed as per the Development Plan pertaining to the said Plot (**Schedule-B: Permitted Purpose & Use under Development Plan**). The Buyer shall accept and obey all applicable rules, permits and regulations made or issued by the competent authority(ies) and/or BSCDCL from time to time.
8. In the event of the breach of any condition of sale in this Deed of Conveyance, BSCDCL may impose a penalty or resume/ repossess/ re-enter the said Plot, or both, in its sole discretion. In the event of resumption, it shall be lawful for BSCDCL, notwithstanding the waiver of any previous cause or right to re-entry thereon or any part thereof, to possess, retain and enjoy the same, and the Buyer shall not be entitled to any refund of the Sale Price or any part thereof or to any compensation whatsoever (e.g. for building construction cost, etc.) on account of such re-entry and repossession.
9. INSURANCES: The Buyer shall affect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances (including building insurance) as may be necessary or prudent in accordance with Good Industry Practice. The Buyer shall also affect and maintain such insurances as may be necessary for mitigating the risks that may devolve on BSCDCL as a consequence of any act or omission of the Buyer during the Construction Period.
10. LIABILITY AND INDEMNITY
 - (a) General Indemnity:

The Buyer shall indemnify, defend, save and hold harmless BSCDCL and its officers, servants, agents/consultants, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "BSCDCL Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties or any of its employees/ workmen for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Buyer of any of its obligations under this Deed of Conveyance or any related agreement or on account of any defect or deficiency in the provision of services by the Buyer to any third parties or from any negligence of the Buyer under contract or tort or breach of service/ agreement on any other ground

whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the BSCDCL Indemnified Persons.

(b) INDEMNITY BY THE BUYER:

Without limiting the generality of above Clause, the Buyer shall fully indemnify, hold harmless and defend BSCDCL, and BSCDCL Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Buyer to comply with Applicable Laws and Applicable Permits;
- (b) payment of taxes required to be made by the Buyer in respect of the income or other taxes of the Buyer's contractors, suppliers and representatives; or
- (c) non-payment of amounts due as a result of materials or services furnished to the Buyer or any of its contractors, which are payable by the Buyer or any of its contractors.

11. This Deed and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with Indian laws.

12. All disputes between the Parties shall be subject to the exclusive jurisdiction of the courts in Bhopal, Madhya Pradesh.\

13. Stamp Duty in accordance with applicable laws and all applicable taxes including registration costs shall be solely borne by the Buyer at the time of execution of Deed of Conveyance

If and so long as the Buyer shall fully perform and comply with and shall continue to perform and comply with each and all the terms and conditions contained herein, the Seller shall secure the full and peaceful enjoyment of rights and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context: -

- a) The expression „The Board" shall mean a person appointed as such by the Board of Directors of BSCDCL.
- b) The expression „Seller" used in these presents shall include in addition to the BSCDCL and in relations to any matter or anything contained in or arising out of these presents every person duly authorized to act or to represent BSCDCL in respect of such matter or thing.
- c) The expression „Buyer" used in these presents shall include in addition to the said _____ their lawful heirs, successors, representatives, lessees and any person or persons in occupation of the said Plot or building erected thereon with the permission of The Board, BSCDCL.

In witness whereof the Parties hereto have hereunder respectively subscribed their names at the place and on the date mentioned above.

Signed for and on behalf of:
Bhopal Smart City Development Corporation
Limited (BSCDCL)

Signed for and on behalf of:

CEO, BSCDCL
Name:
S/o D/o W/o:
Residence:

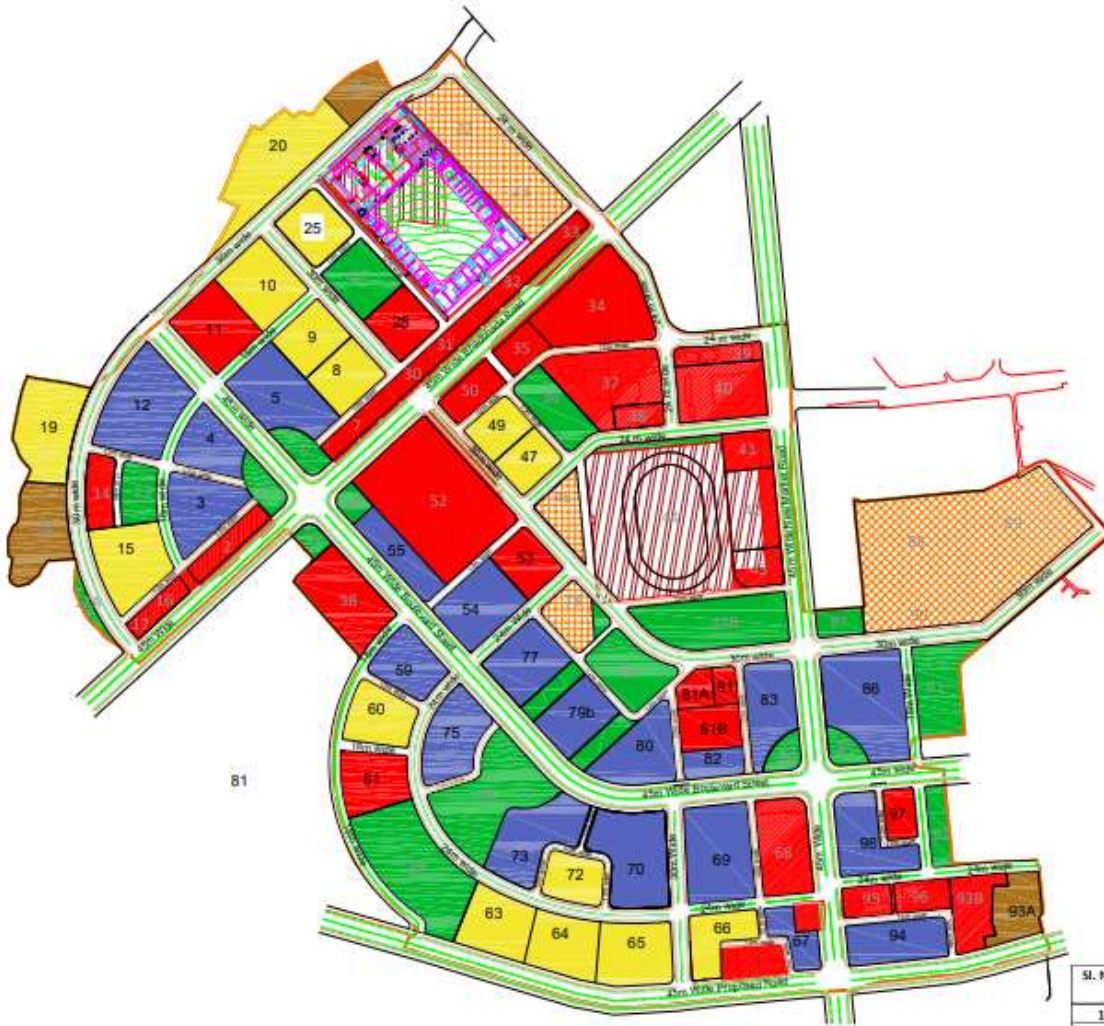
Name:
S/o D/o W/o:
Residence:

Witness:

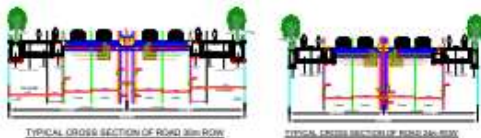
1. Name:
S/o D/o W/o:
Address:

2. Name:
S/o D/o W/o:
Address:

Schedule-A
The Plot



Sl. No.	Landuse Bifurcation (Net Planning Area)	Area	
		(Ha)	Percentage
1	Commercial	23.69	26%
2	Residential	15.64	17%
3	PSP	6.72	7%
4	Utility	4.06	4%
5	Recreation	17.44	19%
6	Roads	23.97	26%
Note: Total Road in ABD Area including the existing roads which falls in area not in possession		40.23 Ha.	



STREET SECTIONS

SIGNATURE	SIGNATURE
CEO BHOPAL SMART CITY DEVELOPMENT CORPN LTD.	COMMISSIONER BHOPAL MUNICIPAL CORPORA

Schedule-B
Permitted Purpose & Use of Plot under Development Plan

Land Use – Public & Semi Public

FAR-2.5

Permissible Max Height of Building – 45 m