

Leasing of about 1.5 Acre Plot for Non Polluting Industrial Unit Outside SEZ of MIHAN Notified Area, Nagpur



E- Tender Document 2021

Maharashtra Airport Development Company Ltd.

(A Govt. of Maharashtra Undertaking)

CIN: U45203MH2002SGC136979

8thFloor, Centre-1, World Trade Centre,

Cuffe Parade, Mumbai- 400 005.,

Tel. No. : +91-22-49212102/22 163814 Fax: +91-22-2216 3814

Project Office

1st Floor, Central Facility Building, MIHAN,

Near Khapri Railway Station, Nagpur-441 108, Maharashtra, INDIA

Tel. No.: +91-712-2815600 Fax: +91-712-2815611 / 50

email: jmd@madcindia.org

marketing.ngp@madcindia.org

Copy of the Advertisement



Maharashtra Airport Development Company Ltd.

(A Government of Maharashtra Undertaking)

CIN : U45203MH2002SGC136979

8th Floor, Centre-1, World Trade Centre, Cuffe Parade, Mumbai

TENDER NOTICE

MADC invites bid for following at MIHAN Nagpur :

- a)** Leasing of four plots for Industrial, Residential Cum Commercial, Star Hotel & Hospital purpose, outside SEZ area Nagpur
- b)** Providing Internet Services through optic fibre cable to various companies at MIHAN.

The e-tender documents can be downloaded from
www.mahatenders.gov.in from **09.04.2021 at 11.00 IST**

Vice Chairman and Managing Director

Notice Inviting Tender

For

Leasing of about 1.5 Acre Plot for Non Polluting Industrial Unit Outside SEZ of MIHAN Notified Area, Nagpur

Maharashtra Airport Development Company Limited (MADC) has been appointed by the Government of Maharashtra as the Nodal Agency and also Special Planning Authority for the planning and development of Multi-modal International Hub Airport at Nagpur (MIHAN) notified area to leverage on Nagpur's unique location advantage.

The Government of India has already accorded approval and notified MIHAN-SEZ as a multi-product SEZ. MADC has already leased out about 600 ha. land in MIHAN-SEZ to majors IT companies like HCL, Infosys, TCS, Tech-Mahindra and other blue chip companies like Tata Advanced Systems Ltd., Hexaware BPS (Caliberpoint), Lupin Ltd, Air India Inc. etc. for setting up of IT parks, manufacturing units and MRO facilities etc. AIIMS, IIM and Govt. Engineering Collages have also established their campus in the MIHAN area. The development of all support infrastructures, which MADC has committed to provide, is at an advanced stage of completion.

Accordingly, MADC is inviting offers from competent person, companies, developers for Leasing of about 1.5 Acre Plot for Non Polluting Industrial Unit Outside SEZ of MIHAN Notified Area, Nagpur

| Sr. No. | Items | Description |
|---------|--|---|
| 1. | Tender Bid No. | CE/MADC/MIHAN/Tender/2021/004 |
| 2. | Name of the Project | Leasing of about 1.5 Acre Plot for Non Polluting Industrial Unit Outside SEZ of MIHAN Notified Area, Nagpur a) Leasing of plot No. 10Bat Sector No. 23 admeasuring about 6075 sq. mtrs. (equivalent to 1.5 acre) for Non Polluting Industrial Unit |
| 3. | Cost of Bid Document | Rs. 10,000/- (Rupees Ten Thousand Only) + GST (18%) |
| 4. | EMD & Cost of Bid Document to be paid separately via Two Different Demand Drafts | EMD amount shall be paid as mentioned in Annexure-1 of the document. The DD to be drawn on any Nationalised/Scheduled bank in favour of ' Maharashtra Airport Development Company Ltd ' Payable at Mumbai Original copy of the Demand Draft to be submitted at |

| | | |
|-----|--|---|
| | | MADC Nagpur before the tender due date. Scanned copy of the DD to be uploaded vide the Technical Bid. |
| 5. | Bid Document Download Start / Expiry Date & Time | As per e-tender portal Start Date: 9 th April 2021 at 11:00 hrs IST Expiry Date: As per E-Tender Portal Please visit the below mentioned e-Tendering website https://mahatenders.gov.in => By selecting “Tenders by Organisation” => Search “Maharashtra Airport Development Company Ltd.” |
| 6. | Last date to send queries | As per e-tender portal All the queries should be submitted before the pre-bid meeting, through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>”. Pre-Bid queries to be emailed to marketing.ngp@madcindia.org , jmd@madcindia.org |
| 7. | Pre Bid Meeting | As per e-tender portal at MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108 |
| 8. | Last date for e-submission of bids (Bid Due Date) | As per e-tender portal |
| 9. | Hard Copy Submission of EMD and Bid document cost (to be submitted separately in the form of DD drawn on any schedule/nationalised bank in favour of Maharashtra Airport Development Co. Ltd., payable at Mumbai.) | On or before 10 th May 2021 till 17:00 hrs IST at the office of the Vice Chairman & Managing Director, A) MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108 Or B) MADC, 8 th Floor, World Trade Centre – 1, Cuffe Parade, Mumbai – 400005 |
| 10. | Date and Time of opening of Technical Bid | As per e-tender portal at the office of the Vice Chairman & Managing Director, MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108 |
| 11. | Date and Time of opening of Financial Bid | To be Informed |

**LEASING OF ABOUT 1.5 ACRE PLOT FOR NON POLLUTING INDUSTRIAL UNIT
OUTSIDE SEZ AREA OF MIHAN NOTIFIED AREA, NAGPUR.**

Contents

| | | |
|---|---|----|
| 1 | GENERAL INFORMATION | 5 |
| 2 | INSTRUCTION TO BIDDER..... | 5 |
| 3 | MISCELLANEOUS PROVISIONS..... | 16 |
| 4 | GENERAL TERMS AND CONDITIONS | 17 |
| 5 | CONFIDENTIALITY | 24 |
| 6 | CHECKLIST OF SUBMISSION..... | 25 |
| | Annexure I: Details of Plot | 27 |
| | Annexure II: Master Plan | 28 |
| | Annexure III: Location Plan | 29 |
| | EXHIBIT 1: Transmittal Letter | 30 |
| | EXHIBIT II: PRINCIPLES OF MEMORANDUM OF UNDERSTANDING BETWEEN CONSORTIUM MEMBERS | 33 |
| | EXHIBIT III: FORMAT OF POWER OF ATTORNEY FOR SIGNING OF BID | 35 |
| | EXHIBIT IV: FORMAT OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM..... | 37 |
| | EXHIBIT V: INFORMATION ABOUT BIDDER..... | 39 |
| | EXHIBIT VI: INFORMATION FOR EVALUATION OF THE TECHNICAL ELIGIBILITY CRITERIA | 40 |
| | EXHIBIT VII: INFORMATION FOR EVALUATION OF THE FINANCIAL ELIGIBILITY CRITERIA | 41 |
| | EXHIBIT VIII: Financial Bid..... | 42 |

1 GENERAL INFORMATION

1.1 About MIHAN

Nagpur is one of the largest cities in central India and the third largest city in Maharashtra after Mumbai and Pune. With a district population of over 4.6 million (as per Census 2011), it is the 9th largest urban agglomeration in India. Its location as the geographical centre of the country is physically established by the Zero Mile Marker. This geographic significance of the city endows it with huge logistics related potential.

Maharashtra Airport Development Company Limited (MADC) has been appointed by the Government of Maharashtra as the Nodal Agency and also Special Planning Authority for the planning and development of Multi-modal International Hub Airport at Nagpur (MIHAN) notified area to leverage on Nagpur's unique location advantage.

The development of MIHAN area, apart from Multi-modal International Hub Airport, will broadly comprise of development and up gradation of airport & aircraft maintenance area, development of multi-product Special Economic Zone, residential complex, commercial area and development of supporting infrastructure like roads, interchange & Rail Over Bridge, Water Supply, Sewage System, Entertainment, utilities etc.

Due to development of MIHAN project, the whole region around Nagpur is expected to witness significant boost in economic activity. IT will also attract qualified, skilled and talent professionals as well as investments from Maharashtra, rest of India and overseas. In the non-SEZ area, about 130 hectare land and built premises has been allotted to various companies like Mahindra Babenco, Container Corporation of India, Future Supply Chain Solutions, TCI, Gati, Moraj Infratech etc. for various uses. Some of the residential townships by the private realty developers are on the verge of completion.

Accordingly, MADC invites offers from competent person, companies, developers for Leasing of 1.5 Acre Plot for Non Polluting Industrial Unit Outside SEZ of MIHAN Notified Area, Nagpur, on the terms and conditions stated hereinafter.

2 INSTRUCTION TO BIDDER

2.1 The Project and Scope of Work

The MADC invites, sealed offers through an online e-tendering process to allot on lease Plot No.10B Sector 23 (about 6075 sq.mtr. equivalent to about 1.5 Acres) for Non Polluting Industrial Unit Outside SEZ of MIHAN Notifies Area, Nagpur" (hereinafter referred to as the "**Project**") as specified in Annexure-I of this document.

The plot and its associated infrastructural facilities shall be developed as per the prevailing norms for such kind of activities. The permitted FSI for the plot shall be 1.0 (One) only. The plots for indicated purpose as per Annexure-I shall be given to the successful bidder on lease basis for the period of 66 (sixty six) years. The Master plan of the MIHAN notified area is provided at Annexure – II. The location plan for plot no 10B Sector no 23 is provided at Annexure –III.

2.2 Time Period for Construction

- 2.2.1 The Licensee shall complete the construction within the period of four (4) years from the date of Agreement to Lease, by erecting the building, structure or other work, consuming at least 75% of the permitted FSI on the Land, in accordance with the provisions of the DC Regulations and shall accordingly obtain occupancy certificate from the Town Planning Officer.

2.3 Commercial Consideration

- a) **The base price:** The base price i.e. minimum lease premium of the plots has been fixed as mentioned in Annexure-I. The bidder can quote rate of lease premium per square meter, which shall be more than or equal to the base price as per the form of offer annexed hereto in 'Exhibit I'. Subject to conforming the eligibility criteria and other terms and conditions of the e-tender document, the plot shall be considered for allotment to the highest bidder.

In consideration of the one-time lease premium of the designated plot on lease for 66 (Sixty Six) years, the successful bidder shall be required to make payments to MADC in the manner as prescribed in Clause no 4.3 of the RFP document.

- b) **Other Terms & Conditions:** - The allotment of plots will be governed by the prevailing 'Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations, 2018' and all the applicable charges will be levied as per the LDR policy and various other policies framed under it.
- c) **Lease Premium as per quoted rate:-** - the lease premium shall be paid in two equal instalments, of which the first within forty five (45) days and the second within ninety (90) days from the date of receipt of Letter of Acceptance.
- d) **Lease Rent:** - The Successful Bidder has to pay the license fees or lease rent (whichever is applicable) at a rate of Rs. 1000/- per hectare per annum. There would be compounding escalation of 5% per annum in the lease rent from 2nd year onwards. Liability to pay such annual lease rent will commence from the date of execution of the Lease Deed.

2.4 Terms of offer

As per the General Terms and Conditions given in Clause 4 of this offer document.

2.5 Location of the Plot

The Master plan of the MIHAN notified area is provided at Annexure - II. The location plan for plot no 10B Sector no 23, is provided at Annexure -III. The area and dimensions of the Plot are indicative and may vary marginally on demarcation at site.

2.6 Schedule of offer

The schedule of offer is as follows:-

| Sr. No. | Items | Description |
|---------|--|---|
| 1 | Tender Bid ID. | CE/MADC/MIHAN/Tender/2021/004 |
| 2 | Name of the Project | Leasing of about 1.5 Acre Plot for Non Polluting Industrial Unit Outside SEZ of MIHAN Notified Area, Nagpur a) Leasing of plot No. 10B at Sector No. 23 admeasuring about 6075Sq.Mtrs. (equivalent to about 1.5 acre) for Non Polluting Industrial Unit. |
| 3 | Cost of Bid Document | Rs. 10,000/- (Ten Thousand Rupees Only) + GST (18%) |
| 4 | EMD & Cost of Bid Document to be paid separately via Two Different Demand Drafts | EMD amount shall be paid as mentioned in Annexure-1 of the document. The DD to be drawn on any Nationalised/Schedule bank in favour of 'Maharashtra Airport Development Company Ltd' Payable at Mumbai Original copy of the Demand Draft to be submitted at MADC Nagpur before the tender due date. Scanned copy of the DD to be uploaded vide the Technical Bid |
| 5 | Bid Document Download Start / Expiry Date & Time | As per e-tender portal Start Date: 9 th April 2021, at 11:00 hrs IST Expiry Date: As per e-tender portal Please visit the below mentioned e-Tendering website https://mahatenders.gov.in => By selecting "Tenders by Organisation" => Search "Maharashtra Airport Development Company Ltd." |
| 6 | Last date to send queries | As per e-tender portal All the queries should be submitted before the pre-bid meeting, through email only with subject line as follows: "Pre-Bid queries - <Agency's Name>". Pre-Bid queries to be emailed to marketing.ngp@madcindia.org , jmd@madcindia.org |
| 7 | Pre Bid Meeting | As per e-tender portal at MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108 |
| 8 | Last date for e-submission of bids | As per e-tender portal |

| | (Bid Due Date) | |
|----|---|--|
| 9 | Submission of and Bid document cost(to be submitted separately in the form of DD drawn on any schedule/nationalised bank in favour of Maharashtra Airport Development Co. Ltd., payable at Mumbai.) | On or before 10 th May 2021, till 17:00 hrs IST at the office of the Vice Chairman & Managing Director, A) MADC, 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108 Or B) MADC, 8 th Floor, World Trade Centre – 1, Cuffe Parade, Mumbai – 400005 |
| 10 | Date and Time of opening of Technical Bid E Envelope 1 | As per e-tender portal at the office of the Vice Chairman & Managing Director, MADC 1 st Floor, B Wing, North, Central Facility Building, MIHAN SEZ, Khapri (Rly), Nagpur. 441108 |
| 11 | Date and Time of opening of Financial Bid E Envelope 2 | To be informed |

2.7 Who is eligible to participate

- i) Any person, company, trust who is competent to enter into contract as per Indian Contract Act, 1872 is eligible to participate. The foreign company/Developer may apply directly or in association with Indian Partner, subject to the relevant Indian Laws for the time being in force.
- ii) In the event of the offer being submitted on behalf of:
 - a) **Company:** The form of offer should be signed by the Managing Director/the Secretary/the Director or any other Principal Officer of the Company and should be accompanied by a certified copy of the Resolution of the Board of Directors of the Company or by a person holding the power of Attorney from the Company to do so on behalf of the company and a copy of Memorandum and Articles of Association of the Company should also be furnished. In case of private company, a certificate from Chartered Accountant, indicating the names of the shareholders and share of each of them is to be submitted along with offer.
 - b) **A Partnership Firm:** The form of offer should be signed by all the Partners in the favour by any of them, holding power of attorney of other partners, accompanied by a certificate of registration issued by the Registrar of

Firms/application made for registration, showing the names of all partners of the firm and a certified copy of the partnership deed/application made.

- c) **A Trust:** The form of offer should be signed by any Trustee or Trustees, duly authorized by the Trust in a general or special meeting of all the Trustees. The authorization letter must be enclosed with the offer form along with a copy of Trust Deed of Trust Document, without which the offer shall be held invalid.
- d) **A Co-Operative Society:** The form of offer should be signed by the Chairman or Secretary of the Managing Committee of the proposed/registered Co-operative Society, duly authorized by a resolution of the Society in a general or special meeting of the society. The extract of the resolution so passed must be enclosed with the offer form, without which the offer shall be held invalid.
- e) **A Bidding Consortium:** A consortium of two or more (maximum 3) person/companies eligible to bid may make the offer. The form of offer shall be signed by the Managing Director/the Secretary/the Director or any other Principle Officer of the Lead Member of the Consortium and should accompany the Memorandum of Understanding (MoU) and Power of Attorney as per Exhibit III&IV. Provided that the intending lessee shall not undertake or permit any change in the equity holding of the Bidding Consortium till execution of Agreement to lease.

2.8 Eligibility Criteria:

The bidder can be any sole proprietorship firm, Partnership Firm, Private Limited Company, Public Limited Company registered in India, Consortium and must be legally competent and financially sound.

2.8.1 Financial Eligibility Criteria

The bidder should meet the basic minimum financial eligibility criteria as specified below.

- i) The bidding company/bidding consortium must have average annual turnover of **as mentioned below** during last three (3) financial years. In case of consortium, the annual average turnover of all member of consortium shall be added.
 - a. **For plot No. 10B at Sector No. 23 admeasuring about 6075sq. mtrs. (Equivalent to 1.5 acre) for Non Polluting Industrial Unit, the Annual Turnover of the Bidder should be minimum 1.00 Cr.**

- ii) The total tangible net worth as per the latest audited balance sheet of bidding company/bidding consortium should be positive for the last Three Years.
- iii) Audited Annual Accounts for last three completed financial years (2017-18, 18-19, 19-20) should be submitted along with the bid. The latest audited financial result made available should not be more than 12 months old as on last date of submission of the bid.
- iv) Tangible Net Worth for various bidding entities shall be calculated as under:

For Company = "Equity Capital + Reserves and Surplus - Revaluation Reserve - Accumulated Losses - Intangible assets".

For Partnership/ Consortium = "Equity Capital + Reserves and Surplus - Revaluation Reserve - Accumulated Losses - Intangible assets".

For Proprietorship = For Company = "Equity Capital + Reserves and Surplus - Revaluation Reserve - Accumulated Losses - Intangible assets".

- v) For the evaluation of the eligibility criteria, apart from the strength (for turnover and net worth), the strength of the Lead Promoter or the strength of its subsidiaries would also be considered.
- vi) The net worth submitted should be duly supported by certificate from the Chartered Accountant. The bidders are required to submit documentary evidence of all the parameters being evaluated.

2.8.2 Consortium of Bidders

MADC may also consider a bid submitted by a consortium of persons/companies subject to the following conditions:

- a) The consortium members should not exceed three (3).
- b) None of the consortium member shall be allowed to dilute its stake till execution of Agreement to Lease / Lease Deed.
- c) The foreign construction company/developer may apply directly for the Project or in association with Indian Partner subject to the prevailing Indian Laws.
- d) The commercial arrangement and roles and responsibilities between the consortium partners should be specified in Memorandum of Understanding and duly executed copy of MOU should be submitted along with the proposal. The MOU to be entered into between the Consortium Members as per Exhibit II of

this e-tender document shall reflect the above.

- e) The member of the consortium shall designate among themselves one member as "Lead Consortium Member".
- f) The bidder should submit a Power of Attorney as per the format at Exhibit -III, authorising the signatory of the consortium to commit the bidder. In the case of a consortium, the members should submit a Power of Attorney in favour of the Lead Member as per format at Exhibit -IV.
- g) A bidder who has applied for a Project in its individual capacity or as a part of a consortium cannot participate as a member of any other consortium applying for the Project.

No bid by a consortium of entities shall be entertained by MADDC, if in its opinion it has led to reduction in competition.

2.9 Technical Eligibility Criteria

2.9.1 For Non Polluting Industrial Unit):

- a) The interested Bidder should have valid Factory license etc..

2.10 How to make an offer

The bidders shall upload the documents as mentioned in submission checklist electronically namely under, "Technical Bid (E Envelope 1)" and "Financial Bid (E ENVELOP 2) as" (hereinafter referred to as "**Bid**"). It shall be the responsibility of the bidder to ensure that the bid is submitted under proper sections. The forms shall be signed by any board of director or the bidder himself or through its authorised representative duly authorised by a Power of Attorney to be issued in the format as specified in Exhibit III hereto. The resolution of the Board of Directors/Power of Attorney must be enclosed with the offer form along with other documents listed in Clause 6 of this tender document in the manner stipulated in this Clause of the tender document, hereinafter, without which the bid shall be held invalid.

2.11 Language of offer

All information in the offer shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this shall disqualify the offer. In the event of any discrepancy in meaning, the English Language copy of all documents shall govern the offer.

2.12 Earnest Money Deposit

- i) The bidders will have to submit the EMD as mentioned in Annexure – I of this e-tender document, which must be physically deposited at the MADDC's office at Nagpur on or before the due date and it shall be in the form of a demand draft or pay order, issued by a Nationalized bank or Scheduled Commercial bank in India, drawn in favour of "**Maharashtra Airport Development Company Ltd.**",

payable at Mumbai. Any offer not accompanied by the requisite EMD, shall stand rejected as being non responsive.

- ii) In case of consortium the EMD should be paid by the lead member and in case of refund it would be refunded to lead member only.
- iii) After opening the offer, the EMD amount of the Bidder (s), other than the Bidder who has quoted the first highest and second highest offer, shall be returned within a reasonable time period from the date of opening of Financial Bid. The EMD of the bidder quoting the second highest bid shall be returned within a period of about 45days from the date of acceptance of the 'Letter of Acceptance' by the Successful bidder.
- iv) In case, MADC decides to terminate the bidding process, MADC will release EMD of all the Bidders at the earliest.
- v) If any of the bidder withdraws or modifies his offer after the Due Date, the EMD shall stand forfeited to MADC, without prejudice to MADC's other rights or claims against the Bidder under any other law for the time being in force.
- vi) The EMD of the Successful Bidder shall be adjusted towards the Lease Premium for the allotted plot.
- vii) The EMD shall stand forfeited to MADC in the following cases, without prejudice to its other rights or claims against the lessee under any other section or provisions of law:
 - a) The Bidder withdraws/modifies his offer after the Due Date.
 - b) Successful Bidder fails to accept Letter of Acceptance
 - c) Successful Bidder fails to execute the Agreement to Lease/Lease Deed within the stipulated time period.

2.13 Rejection of Bid

The bid is likely to be rejected if on opening it is found that:

- a) The bidder has not submitted the required EMD amount.
- b) The bidder has not strictly followed the procedure laid down for submission of bid.
- c) The bidder has proposed conditions which are inconsistent with or contrary to the terms and conditions specified.
- d) The bidder has not attached any of the documents listed as specified in the tender along with Technical Proposal.

2.14 Validity of offer

The offer shall remain valid for acceptance by MADC for a period of 120 days from the date of opening of Technical Bid. In case of withdrawal of offer before the expiry of offer validity period, the EMD paid by the Bidder shall stand forfeited to MADC.

2.15 Pre-bid Meeting

- a) MADC will hold a Pre-Bid Meeting in order to clarify and discuss any provision

or requirements with respect to the offer document or any other related issues. The bidders should send their queries in writing at least two (2) days prior to the date of Pre-Bid Meeting.

- b) Attendance of the Bidders at the Pre-Bid Meeting is not mandatory. However, subsequent to the date of the Pre-Bid Meeting, MADC may not respond to any questions or inquiries from any Bidder.
- c) No interpretation, revision or other communication regarding this solicitation is valid unless in writing and is signed by an officer so designated by Vice Chairman & Managing Director. Written copies of MADC responses, including a description of the inquiry but without identifying its source, will be sent to all the bidders and will qualify as a "Corrigendum"/"Addendum" and shall form part of the offer document.

2.16 Opening of offer

The Technical Bid shall be opened online as per the time schedule mentioned hereinbefore. The Financial Bid shall be opened online on the date as may be intimated by MADC to the Bidders. In the event of any of the above mentioned dates falling on a day which is not a working day or which is a public holiday, the offer shall be opened on the next working day. The Financial Bid shall be opened of only those Bidders who get pre-qualified as per the eligibility criteria as specified in Clause 2.8.1 of this offer document.

2.17 Selection of the Successful Bidder

- a) The ranking of the bidder shall be done for subject plot to arrive at highest bidder for particular plot.
- b) The bidder quoting the highest price shall be declared as the successful bidder (hereinafter referred to as the "Successful Bidder")
- c) MADC shall issue the letter of acceptance to the successful bidder who shall accept the same unconditionally.
- d) In case if only one bid is submitted for any single plot in response to the e-tender document, MADC at its own discretion may decide to open and evaluate the single received bid for that plot without assigning any reasons whatsoever further MADC at its own discretion may decide to accept or reject such bid.
- e) In the event of shortlisted Bidder refuses to accept/ select a plot from available or withdraws from the above process, the Shortlisted Bidder shall be disqualified and his Earnest Money Deposit shall be forfeited to MADC in that case the second highest bidder will be called for negotiation and be asked to match the price quoted by the first highest bidder

2.18 Special Terms and Conditions

- a) The Plot is offered on "As is Where is" basis
- b) The Floor Space Index (FSI) permitted on the Plot is as indicated in Annexure- I.
- c) The intending lessee/successful bidder shall provide necessary infrastructure

within the Plot, including electric sub-station for electric supply as per the requirement of Maharashtra State Electricity Distribution Company Ltd. or any other authority supplying power in the area, if found necessary.

2.19 Acceptance of offer

The acceptance of an offer is at the sole discretion of MADC. If the offer is accepted by MADC, a letter communicating the acceptance of offer, in the form of 'Letter of Acceptance', shall be sent to the successful bidder, whose offer is accepted, under Registered Post A.D. on the address given in the offer. The Letter of Acceptance shall be deemed to have been received by the intending lessee on efflux of ten (10) days from the day of its dispatch.

2.20 Right to Accept or Reject any or all Offers and Interpretation of Documents

- i) Notwithstanding anything contained in this offer document, MADC reserves the right to modify the conditions or delete the Plot from the Project at its discretion as well as to accept or reject any offer and to annul or suspend the bidding process and reject all offers without assigning any reason, at any time without incurring any liability or consequences or any obligation to inform the affected Bidders of the grounds for rejection.
- ii) MADC will have the sole discretion in relation to:
 - a) The interpretation of offer document or its any Clauses, the offer of the Bidder and any documentation provided in support of the offer;
 - b) Take decisions in relation to the evaluation of offers, whether or not to require any clarifications or additional information from the Bidder in relation to offer and the selection of the successful Bidder.
 - c) MADC will have no obligation to explain its interpretation of this offer document, the offers or their supporting documentation and information or to explain the evaluation process, ranking process, or the selection of the successful Bidder.
 - d) To accept or reject any offer.
 - e) To interpret any offer is responsive or not.

2.21 Evaluation Criteria

2.21.1 Bid Evaluation

The evaluation process comprises the following four steps:

Step I – Responsiveness check

Step II – Pre-qualification of Bidders as per Clause 2.7, 2.8, 2.9

Step III - Evaluation of Financial Bid as per 2.8.1

Step IV – Successful Bidder (s) Selection as per clause 2.17

2.21.2 STEP I – Responsiveness check

The Technical Bid and Financial Bid submitted by all the Bidders shall be

scrutinized to establish responsiveness to the requirements laid down in the offer document. Any of the following may cause the offer to be considered "Non-responsive", at the sole discretion of MADC:

- a) Offers that are incomplete, i.e. not accompanied by the applicable format of transmittal letter, applicable resolutions of the Board of Trustees, Power of Attorney, necessary certifications and documentary evidence from the Competent Authority, Auditors;
- b) Offer not signed by the Bidder / Authorized Signatory;
- c) Material inconsistencies in the information / documents submitted by the Bidder, affecting the eligibility Criteria;
- d) Bidder submits more than one offer;
- e) Offer being conditional in nature;
- f) Offer not received by the Bid Due Date;
- g) Offer having Conflict of Interest;
- h) Bidder delaying in submission of additional information or clarifications sought by MADC;
- i) Bidder makes any misrepresentation

Each Offer shall be checked for compliance with the submission requirements set forth in this offer document before the evaluation of the Bidder's fulfilment of eligibility criteria is taken up.

2.21.3 STEP II- Pre-qualification of the Bidder

The Technical Bid of the Bidder will be evaluated to assess their financial and technical capability on the basis of following criteria:-

- Financial status of the Bidder as per clause 2.8.1
- Experience of the Bidder. as per clause 2.9.1

2.21.4 STEP III - Evaluation of Financial Bid

- a) Financial Bid of the pre-qualified Bidders as per Clause 2.16 shall be opened online, on the date and time as may be intimated to them by MADC. The pre-qualified Bidders shall be ranked as per the Lease premium rate quoted.

2.21.5 STEP IV - Successful Bidder/Bidders Selection

- a) All qualified responsive Bidders shall be ranked on the basis of their financial quote. The Bidder, who has quoted the highest Lease Premium rate, shall be designated as the "Successful Bidder". Such Successful Bidder will be issued a 'Letter of Acceptance'. If the Bidder quoting the highest offer is found not eligible for any reason or defaults at any stage on any terms and conditions of this offer document, after rejection of the Bid of the Bidder quoting highest offer, the next Bidder quoting highest offer may be considered at the sole discretion of MADC.
- b) In the event the Successful Bidder refuses to accept the Plot or withdraws from

the above process, the Successful Bidders shall be disqualified and his EMD shall stand forfeited to MADC.

- c) MADC shall issue the Letter of Acceptance to the Successful Bidder who shall accept the same unconditionally.

2.22 Additional Information

For any further information please contact the following personnel:

| Sr. Manager - Marketing | Manager - Marketing |
|--|--|
| MADC Ltd. 8 th Floor, Centre-1, World Trade Centre, Cuffe Parade, Mumbai - 400 005. Tel: No. 022-49212121/22 Fax No. 091-22-2216 3814 | MADC Ltd. 1 st Floor, Central Facility Building, MIHAN SEZ, Near Khapri (Rly.), Nagpur - 441 108 Tel: No. 07122815611 / 650 Fax No. 07122815601 |

3 MISCELLANEOUS PROVISIONS

3.1 Site Inspection

- i) The Bidders may prior to submitting their offer, visit and examine the Plot and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical site data and other information necessary for preparing their offer. For this purpose, MADC will endorse the Bidders' request for permission for a site visit. The Bidders shall be responsible for all arrangements and shall release and indemnify MADC, and/or its agents from and against all liability in respect thereof, and shall be responsible for any personal injury, loss of or damage to property or any other loss, damage, cost or expenses, however caused, which, but for the exercise of such permission, would not have arisen. The Bidders shall be deemed to have full knowledge of the site, whether physically inspected or not. MADC will not accept any responsibility or liability for any errors, omissions, inaccuracies or errors of judgment with respect to information or materials provided by MADC, in this offer document or otherwise, with respect to this site and their surroundings. Although such information and materials are correct to the best of MADC's belief, however, their verification is the sole responsibility of Bidder.
- ii) While this offer document has been prepared in good faith, neither MADC nor its directors, or employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability,
- iii) whatsoever, in respect of any statements or omissions herein or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this offer document, even if any loss or damage is caused to the Bidder in connection with anything contained in this offer document and the award of the Project or otherwise arising in any way from

the selection process.

4 GENERAL TERMS AND CONDITIONS

4.1 Application of Law

- i) The lease of the Plot shall be governed by the provisions of the Multi-modal International Hub Airport at Nagpur (Disposal of Land) Regulations 2018 published in the Maharashtra Govt. Gazette, Extra ordinary Part 1A, Nagpur Division Supplementary dated 10th Dec 2016 from page 1 to 15 and the policies framed by MADC under it shall form part of the agreement to lease/lease deed
- ii) The development of the Plot shall be governed by the provisions of the Development Control Regulations for the MIHAN notified area, National Building Code of India as amended from time to time, Ministry of Civil Aviation guidelines of height restrictions, statutory requirements, and other Government rules/regulations and the principles of Good Industry Practices as may be relevant and applicable. The intending lessee shall take all the clearances/consents from the concerned authorities, as may be required by any law for the time being in force, for the development and operations of the Project on the Plot.
- iii) The intending lessee shall ensure and procure that its sub-contractors comply with all applicable laws and procure permits in the performance by them of any of the intending lessee's obligations under the agreement to lease/lease deed and the leave and license agreement.

4.2 Terms of Lease

- 4.2.1 The term of lease of the Plot shall be for a period of 66 years from the date of execution of Agreement to Lease. Lease may be extended for further period as per the prevailing MIHAN (Disposal of Land) Regulation.

4.3 Schedule of Payment of agreed Lease Premium:-

4.3.1 Schedule of Payment:-

After adjusting the EMD, the balance total lease premium shall be paid in two equal instalments, of which the first within forty five (45) days and the second within ninety (90) days from the date of 'Letter of Acceptance' as mentioned in Clause 2.3 of this offer document.

GST, as applicable, would be charged 'Extra' over the Lease Premium, Lease Rent etc.

4.3.2 Grant of Extension of time for making payment of instalments:

- a) The Managing Director may, extend, from time to time, the foregoing periods of payment of installments for a period not exceeding one hundred and eighty (180) days in the aggregate, on payment of delayed payment charge for such extension, however, the offered plot being the small size plot, the period of extension for the payment of the first installment shall not exceed sixty (60) days;

- b) The intending lessee shall have to apply for grant of extension in the time limit before expiry of the due date for that installment.

4.3.3 Determination of Concluded Agreement:- On failure of the intending lessee, to pay the lease premium within the stipulated period as aforesaid including the extended period, if any, the concluded agreement shall stand determined and the EMD deposited by the intending lessee shall stand forfeited; and in addition to the EMD, so forfeited, 25% of the amount of installment or installments of the lease premium paid by the intending lessee shall also stand forfeited to MADDC, without prejudice to the rights of MADDC to recover compensation for loss or damage, if any, suffered in consequence of such default.

4.4 Payment of License Fees or Lease Rent (whichever is applicable)

The intending lessee shall pay to MADDC annual license fees or lease rent @ Rs. 1000/- per hectare per annum or part thereof for each financial year or part thereof on or before 30th April for the period of the lease. Liability to pay such annual license fee or lease rent will commence from the date of execution of the Lease deed.

4.5 Mode of payment

The payment of installment of the lease premium, lease rent or any other charges shall be paid separately by Demand Draft/Pay order to be drawn in the name of Maharashtra Airport Development Company Ltd. payable at Mumbai.

4.6 Delayed Payment Charges

The prevailing rate of Delayed Payment Charges is 15% per annum (simple rate). This is subject to revision, from time to time as per prevailing policy.

4.7 Grant of "No Objection Certificate" to mortgage the Plot

On request of the intending lessee, MADDC may grant No Objection Certificate to enable the intending lessee to obtain loan from the Central or any State Government, Life Insurance Corporation, the Maharashtra State Financial Corporation, Nationalized Bank or any other Financial Institution as may be approved by MADDC for construction / development of the Plot. No Objection Certificate will be given subject to the following conditions:

- i) There should not be breach of any of the conditions of the Letter of Acceptance,
- ii) The intending lessee shall apply to MADDC along with a letter from Central Government, any State Government, Life Insurance Corporation of India, the Maharashtra State Finance Corporation, the Nationalized Bank or any other Financial Institution, agreeing, to grant loan to the intending lessee for construction / development of the Plot.
- iii) No lien of any of the financial institution will be created on the Plot, unless the intending lessee pays to MADDC the entire amount of lease premium and other miscellaneous charges and also executes with the MADDC the agreement to lease and gets the same registered.
- iv) Only one No Objection Certificate will be given to mortgage the Plot to one

financial institution or to the lead member in case of consortium for the loan facility being availed by the intending lessee.

- v) In case of enforcement of the mortgage by the banks or financial institutions the transfer of the Plot to any intending lessee will be permitted only in favour of an equally competent transferee subject to approval from MADC.

4.8 Demarcation plan

- i) On payment of the full amount of agreed lease premium and other miscellaneous charges, the Plot will be demarcated in the presence of the intending lessee or his representative duly authorized by him. Demarcation plan will be enclosed with the Agreement to Lease.
- ii) During the course of final demarcation, if the area of the Plot is found in excess of the area represented in the offer document then, it shall be the sole discretion of the Vice Chairman & Managing Director of MADC, (i) to allot this excess area to the intending lessee at the specified rate of lease premium, prevailing at the time of such allotment or the rate at which the allotment of original plot was made to the intending lessee, whichever is higher, or (ii) to treat such excess area as a separate plot. In case this excess area is offered to the intending lessee, he shall have to accept the same and pay the lease premium and other charges equivalent to the excess area.

4.9 User and FloorSpace Index (FSI)

- i) The user and FSI of the Plot shall be as indicated in the instruction to Bidder in the offer document, which shall not be changed or increased respectively, irrespective of the land uses and FSI permitted in the Development Control Regulations of the MIHAN notified area. MADC may, at its sole discretion allow the consumption of any additional FSI, which may be permitted under the provisions of Development Control Regulations of the MIHAN notified area for the time being in force, only on the recovery of such additional lease premium as may be prescribed for the same.
- ii) Any modification in the said Development Control Regulations and in particular the Floor Space Index and change of use of the Plot, shall not be made automatically applicable, but the intending lessee, if he so desires, may apply for the application of such modified provision permissible under the Development Control Regulations. MADC may at its sole discretion, apply such modified provision of the said regulation on payment of additional premium and other charges, if any, as may be decided by MADC, from time to time.

4.10 Payment of Service Cost/Charges

Immediately after the expiry of period for the first phase, or immediately after the grant of occupancy certificate either in part or in full by the Town Planning Officer, whichever is earlier, the intending lessee shall pay service cost/charges at the rate of Rs. 5/- per sq. mtr. per annum, towards establishing and maintaining civic amenities such as roads, street light, water, drainage, conservancy and other civic services, regardless of any benefit derived or not by him for such amenities or services. The rate of service cost/charges is subject to

revision by MADC, from time to time.

4.11 Restriction against Transfer of Right under Agreement to Lease/Lease Deed

The intending lessee shall not be allowed to transfer wholly or partially the rights, benefits and interest derived in respect of the Plot under the agreement to lease/lease deed without the written consent of MADC.

4.12 Fencing during construction

The intending lessee shall fence the Plot within a suitable period from the date of execution of agreement to lessee. The intending lessee shall not encroach upon any adjoining land, road, pathway or footpath of MADC in any manner whatsoever. Any such encroachment shall be deemed to be a breach of conditions on which the offer was accepted.

4.13 Time for Submission of Plans

The intending lessee shall submit plan of the building, structure or other work to be erected on the Plot, to the Town Planning Officer of MADC, being the Special Planning Authority for the MIHAN notified area, for its approval within a period of three (3) months, from the date of execution of the agreement to lease. In case of delay in submission of plans complete in all respect to the Town Planning Officer, the intending lessee shall pay to MADC charges for delay at the rate of Rs. 5000/- per month or part thereof for delayed period.

4.14 Time for Completion of Construction

The intending lessee shall have to complete construction as specified in Clause 2.2&4.15 of this tender document.

4.15 Extension of Time for Completion of Construction

If the intending lessee is not able to complete the minimum construction as specified in Clause 2.2 within the stipulated time from the date of agreement to lease, then the Vice Chairman & Managing Director of MADC on the request of the intending lessee may grant extensions on payment of additional premium as per the extension policy of MADC.

4.16 Time being the essence of the contract

The various time limits prescribed for making payment of the instalments of the agreed lease premium, for submission of plans to the Town Planning Officer and completion of construction of building, structure, other work shall be the essence of the contract.

4.17 Infrastructure Facilities

MADC shall provide infrastructure facilities like approach roads, water supply, drainage and sewerage laid upto the nearest feasible boundary of the Plot. All charges for water, storm water drain, sewage/garbage disposal etc. and other services availed by the intending lessee shall be borne by the intending lessee.

4.18 Power connection

Power (electricity supply) connection, consumption deposits and other charges will be paid directly by the intending lessee to the Maharashtra State Electricity

Distribution Company Ltd. (MSEDCL) or any other authority supplying power in the said area, from time to time. The intending lessee will obtain directly from the above said authority power connection by completing the formalities as prescribed by them in this behalf.

4.19 Utility and Infrastructure

The intending lessee shall not alter the location of sewer, water, power, telecommunication and other services installed by MADC. The intending lessee shall ensure that all existing utilities and associated infrastructure are kept in continuous satisfactory use while carrying out construction on site and in case of any such damage to undertake the repair and also to pay for any losses and expenses, that is incurred by MADC or any authority or any other person, as the case may

4.20 Excavation

The intending lessee will not make any excavation upon any part of the land agreed to be leased or remove any stone, earth or other material except so far as may be in the opinion of MADC be necessary for the purpose of forming the foundation of the building and compound walls and executing the work duly authorised. The intending lessee shall ensure that the surrounding plots and common areas possessed by MADC or persons claiming through them are not disturbed in anyway.

4.21 Payment of Rates and Taxes

The intending lessee shall bear and duly pay and discharge all existing and future taxes, land revenue, rates, assessment, cess, duties, impost, penalties, and outgoings of every description from the date of handing and taking over the plot and assets built thereon in connection with or incidental to the performance of the obligations of the intending lessee/lessee under the agreement to lease/lease deed.

4.22 Indemnity

The intending lessee/lessee shall indemnify, defend, save and hold harmless MADC and its officers, servants, agents and consultants against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the intending lessee of any of the terms and conditions under the agreement to lease or lease and shall be responsible to:

- a) payment of taxes required to be made by the intending lessee in respect of the income or other taxes of the intending lessee's contractors, suppliers and representatives; or
- b) non-payment of amounts due as a result of materials or services furnished to the intending lessee or any of its contractors which are payable by the intending lessee or any of its subsidiaries, affiliates, contractors, servants or agents; or
- c) any claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any

provision of the agreement to lease and/or breach of its statutory duty on the part of the intending lessee, its subsidiaries, affiliates, contractors, servants or agents.

4.23 Prohibited Activities

The Plot agreed to be leased and the constructed units thereon shall not be allowed to be used for:

- a) any activity which can cause emission, odour, liquid, effluent, dust, smoke, gas, noise, vibration or fire hazard or declared as obnoxious by MADC or by any other statutory or local body/authority.
- b) Any activity or use of premise, which may adversely affect the airport operation or its safety
- c) Activities which are prohibited by the Maharashtra Pollution Control Board or any such authority or involves any discharge or emission of hazardous pollutant.
- d) any illegal business/activities
- e) storage of any prohibited articles or commodities, which could cause damage to the units constructed or neighbouring occupier and shall observe strictly the rules and regulations of the Government and local authorities in that behalf.
- f) erect or permit to erect on any part of the site, any stable, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs, poultry or other animals and keep on the site or constructed units, any animals.
- g) carry on or allow to be carried on, by any of its employees, agents, contractors or invitees, any unlawful, illegal or immoral activities, which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the plot in the MIHAN notified area.

4.24 Insurance

The intending lessee shall take necessary insurance of the building or structures constructed, agreed to be leased at its costs throughout the term of the lease and keep the same valid for the market value thereof. In the event of destruction or damage to the building or structures on the plot agreed to leased or any property appurtenant thereto and, in case of any such eventuality, the intending lessee shall, reconstruct or repair the building or structures either from the insurance proceeds or otherwise.

4.25 Execution of Agreement to Lease

- i) Within the period of thirty (30) days from the date of full and final payment of agreed amount of lease premium and other charges, to MADC, the intending lessee shall execute with MADC the agreement to lease in terms of the offer document and the MADC Land Disposal Regulations. However, on request of the intending lessee the Vice Chairman & Managing Director of MADC may extend the aforesaid time prescribed for the execution of agreement to lease, maximum by hundred and twenty (120) days on the payment of watch & ward charges at the rate of Rs.5/- per sq. mtr. per

calendar month or part thereof, which is subject to revision by MADC, from time to time.

- ii) Under the agreement to lease, the intending lessee will get the license and authority to enter upon the Plot to fulfil the terms and conditions of the agreement to lease.
- iii) In case the agreement to lease is not executed within the specified period or extended period as indicated above, the agreement concluded between MADC and intending lessee shall be liable to be terminated; and in the event of termination of the concluded agreement, the earnest money deposit, along with 25% of the amount of instalments of the lease premium, if any, paid, shall be forfeited without prejudice to the rights of MADC to recover compensation for loss or damage, if any, suffered in consequence of such default by the intending lessee.

4.26 Execution of Lease Deed

Soon after the intending lessee obtains the partial or full occupancy certificate for the building, structure or other work, in accordance with the terms and conditions stipulated in the agreement to lease, and if the intending lessee has observed all the stipulations and the conditions of the agreement to lease, MADC shall grant and the intending lessee shall accept a lease of the Plot, along with building, structure or other work erected thereon and the period of lease shall commence from the date of agreement to lease.

4.27 Power of MADC to Terminate Agreement to Lease and revoke License granted therein, as well as to determine the Lease deed and to resume the land

- i) In case the intending lessee fails to submit plans to the Town Planning Officer of MADC, to commence and complete the construction in accordance with approved plan and within the period stipulated for the same, fails to proceed with the work with due diligence, fails to observe any of the conditions of the agreement to lease, fail to commence construction within six (6) months from the date of agreement to lease, fails to complete the construction within the prescribed period or extended period then MADC shall terminate the agreement to lease and shall revoke the licence granted therein, without making refund of any lease premium, additional premium, any other charges paid by the intending lessee to MADC and also without making any payment to the intending lessee towards the construction, erection made and carried out by the intending lessee on the plot. Immediately after the termination of the Agreement to Lease all erections, construction carried out on the plot till such termination, including plants, things upon the plot shall stand ceased.
- ii) After grant of lease, if the Vice Chairman & Managing Director of MADC is satisfied that it is beyond the capacity of the lessee to use the demised premises for the purpose for which they are leased, the lessee fails or neglects to pay the premium or rent or commits a breach of any of conditions of lease, if the Lessee renounces his character as such by setting up a title in a third person or if the lessee is adjudicated as insolvent, then MADC is entitled to determine the lease and re-enter upon the demised premises.

4.28 Payment of Stamp Duty and Registration Charges

The intending lessee shall bear and pay wholly and exclusively the stamp duty payable under the Maharashtra Stamp Act(LX of 1958) and the registration charges payable under the Registration Act, 1908(XVI of 1908)on the agreement to lease/lease deed and any other agreement required to be executed under any law for the time being in force, to be executed between MADC and the intending lessee.

4.29 Payment of Labour Welfare Cess

The intending lessee shall bear and pay wholly the Labour Welfare Cess as per Regulation of Employment and Conditions of Service Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1998 and Government of Maharashtra Circular dated 21st April, 1998.

4.30 Interpretation of conditions

In case of any dispute as regards the interpretation of any of the conditions stipulated herein the final decision rests with the Vice Chairman & Managing Director of MADC and will be binding on all parties as the award of Arbitrator.

5 CONFIDENTIALITY

The Parties undertake to hold in confidence this offer document and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c) disclosures required under applicable Law, Without the prior written consent of the other parties of the concerned Agreements. Provided that the successful Bidder agrees and acknowledges that MADC may at any time, disclose the terms and conditions of the offer document to any person, to the extent stipulated under the applicable laws.

5.1 FRAUDULENT AND CORRUPT PRACTICES

- i) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bid process and subsequent to the issue of the Letter of Acceptance. Notwithstanding anything to the contrary contained herein, or in the Letter of Acceptance, MADC shall reject an offer, withdraw the Letter of Acceptance, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bid process. In such an event, the EMD shall stand forfeited to MADC, without prejudice to any other right or remedy that may be available to MADC hereunder or otherwise.
- ii) For the purposes of the Clauses 5(i) hereinabove, the following terms shall have

the meaning hereinafter respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bid process for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MADC who is or has been associated or dealt in any manner, directly or indirectly with the bid process or the Letter of Acceptance or has dealt with matters concerning the Agreement to Lease/Lease Deed or arising there from, before or after the execution thereof, at any time prior to the expiry of one(1) year from the date such official resigns or retires from or otherwise ceases to be in the service of MADC, shall be deemed to constitute influencing the actions of a person connected with the bid process); or (ii) engaging in any manner whatsoever, whether during the bid process or after the issue of the Letter of Acceptance or after the execution of the Agreement to Lease/Lease Deed, as the case may be, any person in respect of any matter relating to the competition of construction or the Agreement to Lease/Lease Deed, who at any time has been or is a legal, financial or technical adviser of MADC in relation to any matter concerning the Project;

- 5.1.1 **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bid process;
- 5.1.2 **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bid process;
- 5.1.3 **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by MADC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bid process; or (ii) having a Conflict of Interest; and
- 5.1.4 **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the bid process.

6 CHECKLIST OF SUBMISSION

6.1 The Bidder shall ensure the submission of the following documents:

a) Technical Bid:

- i) Transmittal Letter in the format as specified in **Exhibit I** hereto.
- ii) INFORMATION ABOUT BIDDER as per **Exhibit V** along with documentary proof.
- iii) Certificate of Company Incorporation/Registration Certificate issued by the Deputy or Assistant Charity Commissioner in the Public Trust Registration Office under Maharashtra/ Any state Public Trust, 1950 and / or issued by the Registrar of Societies under the Societies Registration Act, 1860. Registered Trust Deed
- iv) Articles of Association and Memorandum of Association with all

Amendments in case of a Society registered under the Societies Registration Act, 1860.

- v) Power of Attorney in the format as specified in **Exhibit III** hereto for signing the offer, wherever required in favour of the person executing the offer for the delegation of power hereunder on behalf of the Trustee/Trustees.
- vi) Resolution of the Board of Trustees authorising the Trustee/Trustees to execute the offer.
- vii) Further documents to be submitted along with the technical Bid:
 - a) GST Registration Certificate
 - b) PAN Card
 - c) Audited balance Sheet (ITR in case of Proprietorship) for 3 preceding financial years copy for FY 2017-18& 2018-19, 2019-20.
 - d) Project Report
- viii) EMD of the specified amount (Annexure I) in the form of demand draft or pay order issued by a Nationalized Bank or Scheduled Commercial bank in India, drawn in favour of "Maharashtra Airport Development Co. Ltd." payable at Mumbai, shall be submitted in person at the Nagpur / Mumbai office of MADC on or before the last date of submission of bid.

(Bank details - BANK OF BARODA A/c no: - 06950200000687, IFSC Code: - BARB0CUFFEP)

b) **Financial Bid**

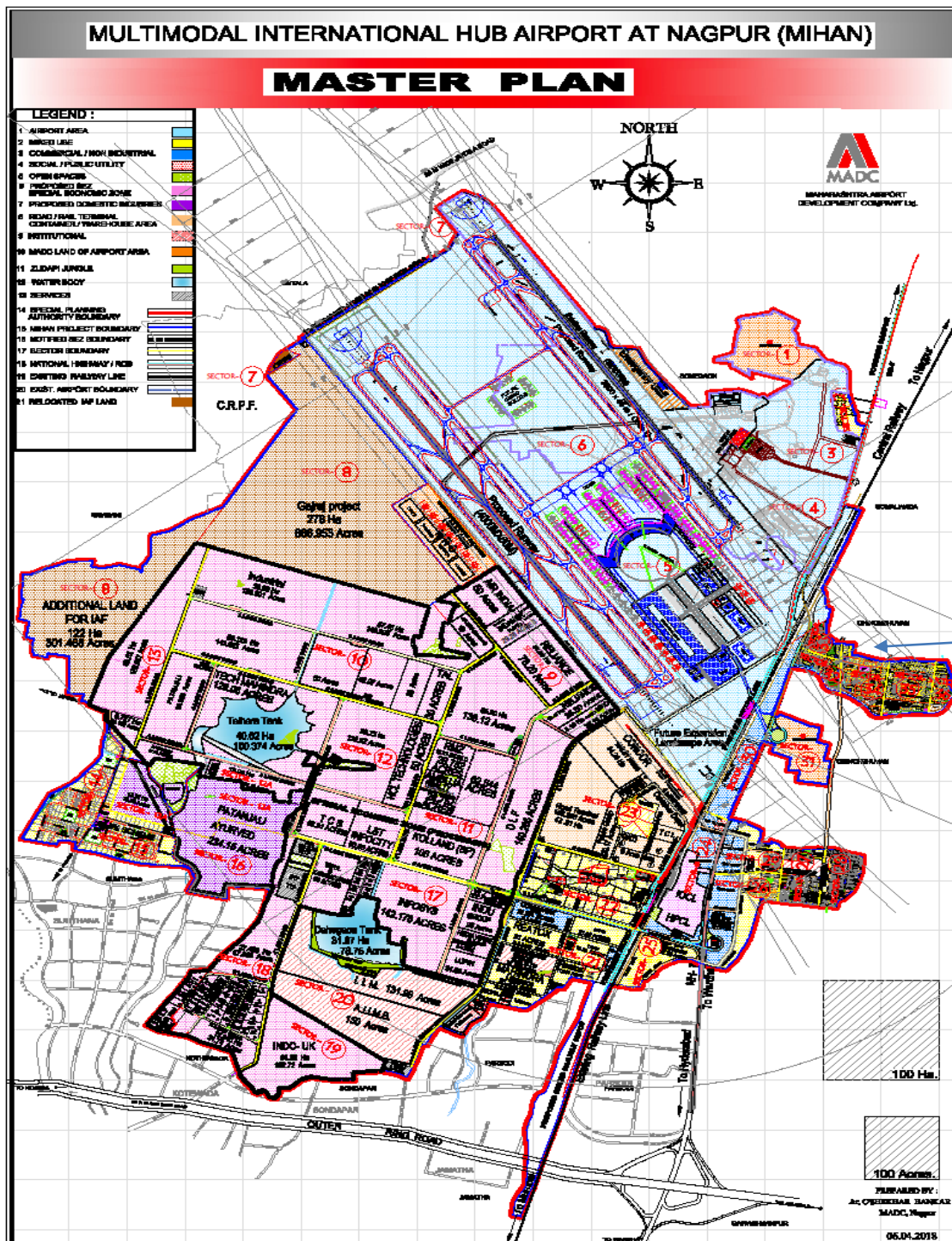
The Financial Bid shall be submitted online. The format provided in the EXHIBIT VIII, annexed hereto is specimen only.

Note:-The above check list is only illustrative and does not control in any manner whatsoever the aforesaid substantive provision of this offer document and other relevant provision.

Annexure I: Details of Plot

| Particulars | Plot No.10B, Sector 23 |
|--|-------------------------------|
| Approx. Area (in Sq. Mtr.)(in sq.mtr) | 6075 |
| Reserved Price (In₹/ sq. mtr) | 2,875/- |
| Use of Land | Non Polluting Industrial Unit |
| FSI Permitted | 1 |
| EMD in ₹ | 18 Lakhs |
| Size of Plots | Small |

Annexure II: Master Plan
Plot location on MIHAN Master Plan



Annexure III: Location Plan

Plot No.10Bat Sector 23

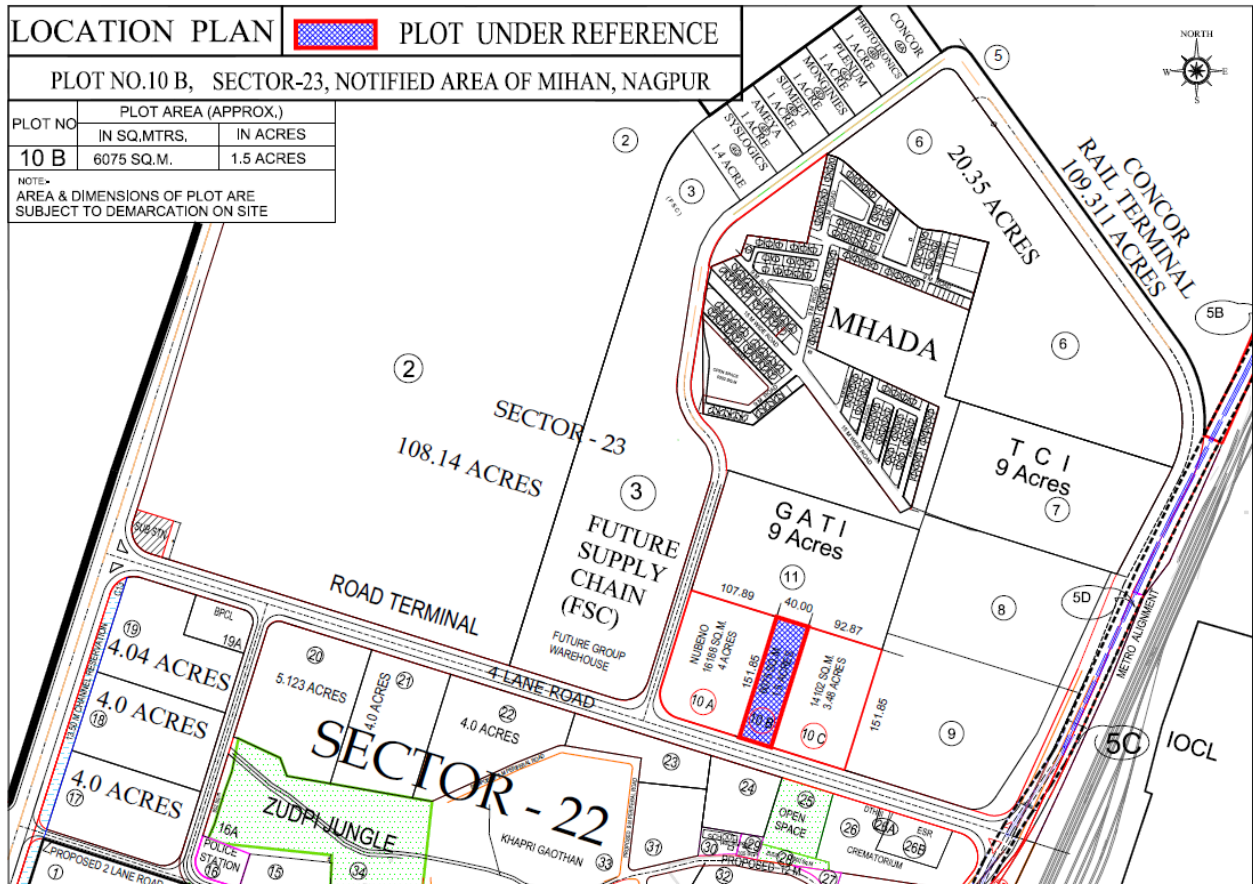


EXHIBIT 1: Transmittal Letter

(The transmittal letter is to be submitted by the Bidder on its letter head, along with the Technical Bid)

Date:

Place:

To:

The Vice Chairman & Managing Director,
Maharashtra Airport Development Company Ltd. (MADC)
8th Floor, Centre-1, World Trade Centre,
Cuffe Parade,
Mumbai – 400 005.
Tel: No. 0091-22-49212127/133
Fax No. 0091-22-2216 3814

Sub: Leasing of 1.5 Acre Plot for Non Polluting Industrial Unit outside SEZ of MIHAN Notified Area, Nagpur

Sir,

MADC has invited Bids for Leasing of 1.5 Acre plot for Non Polluting Industrial Unit within Non-SEZ area of MIHAN, Nagpur

1. Please find enclosed Technical Bid in respect of Selection of Successful Bidder for allotment on 66 years lease of Plot No.10B & Sector No23 and 6075Sq. Mtr. (area of plot) in response to tender document issued as an online e-tender by Maharashtra Airport Development Company Ltd. ("MADC") dated _____.
2. We hereby confirm the following:
 - a) The Technical Bid is being submitted by _____ (name of Bidder) in accordance with the terms and conditions stipulated in the Offer Document.
 - b) As Trustees of the Bidder we hereby agree and confirm to abide by the terms and conditions of the Tender Document.
 - c) We have examined in detail and have understood the terms and conditions stipulated in the Offer Document issued by MADC and in any subsequent communication sent by MADC. We agree and undertake to abide by all these terms and conditions. Our offer is consistent with all the requirements of submission as stated in the Offer Document or in any of the subsequent communications from MADC.
 - d) I/We confirm that there are no conditions in "Financial Bid".
 - e) The information submitted in our offer is complete, is strictly as per the requirements stipulated in the e-Tender Document, and is correct to the best of our

knowledge and understanding. We would be solely responsible for any errors or omissions in our offer.

- f) I/We confirm that I/We have received the corrigendum/addendum dated _____ (Please write date, if issued), if any, issued by MADC and undertake to abide by the same as if it is part of the offer document.
- g) I/We confirm that I/We have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Technical Bid and as required to establish _____ (Please write details of the plot to be bid) in the area outside the SEZ of the MIHAN notified area.
- h) I/We agree that this offer shall remain valid for One Hundred and Twenty (120) days from the date of opening of the Technical Bid and will not revoke it before the expiry of One Hundred and Twenty (120) days from the date of opening of the Technical Bid and in the event of my/our failure to keep the offer open for One Hundred and Twenty (120) days from the date of opening of the Technical Bid, the earnest money paid by me/us under this offer shall be forfeited to MADC.
- i) Pursuant to submission of our offer to MADC, we are enclosing herewith the Technical Bid and Financial Bid containing the documents/information as stated in Clause 6 of the offer document.
- j) A notice or letter of communication addressed to me/us at the address given under clause above, even by ordinary post, will be deemed as valid and proper notice of intimation to me/us.
- k) I/We agree to abide by the decision of the Vice Chairman & Managing Director, MADC regarding allotment, which shall be final.
- l) I/We declare that I/We have read and understood the entire offer document including the General Terms & Conditions, inspected the condition of physically available infrastructures on the site of the plot offered as well as title deed of land, plans and specification of the land, examined the draft of Agreements to Lease/ Lease Deed to be executed and do hereby undertake to execute them when called upon to do so, and abide by the decision of the concerned authority of MADC.
- m) I/We declare that the information stated herein above is correct and any error or otherwise will be sufficient justification for MADC to revoke at any time acceptance of my/our offer for allotment of the concerned plot.
- n) I/We understand and accept that MADC has the right to amend, revoke or modify the scheme at its discretion as well as to reject any or all offers received without assigning any reason.

3. Earnest Money Deposit

I/We enclose herewith Demand Draft/Pay order no. _____ dated _____ for Rs. _____ drawn in the name of "Maharashtra Airport Development Company Ltd." on _____ (name of the Bank and Branch) payable at Mumbai.

For and on behalf of the Bidder:

Signature:

(Authorized Representative and Signatory)

Name of the Person:

Designation:

EXHIBIT II: PRINCIPLES OF MEMORANDUM OF UNDERSTANDING BETWEEN CONSORTIUM MEMBERS

Principles of Memorandum of Understanding between Consortium Members

1. In case of a Bidding Consortium, the principles according to which the Memorandum of Understanding (MoU) shall be executed between/among the Consortium Members are stated below:
 - (a) The MoU should clearly specify the roles and responsibilities of each of the Consortium Members, along with their proposed equity contribution.
 - (b) The MoU should clearly designate one of the Consortium Members as the Lead Consortium Member.
 - (c) The Lead Consortium Member shall be responsible for:
 - (i) Tying up finances required for acquiring the plot/plots.
 - (ii) Ensuring the individual and collective commitment of each of the Consortium members in honouring the bidders' obligations towards MADC. The Lead Consortium Member would be responsible for the execution of agreement to lease.
 - (d) The MoU shall be duly signed by each of the Consortium Members.
 - (e) The MoU should be executed on appropriate stamp paper and should be specific to this e-tender.
 - (f) The MoU should be valid for a minimum period of twelve (12) months from the last date for submission of the tender. The validity period of the MoU should be extendible on the original terms, if required by MADC.
 - (g) The Undertaking should be specific to this e-tender.
 - (h) MoU should clearly specify that in case of selection of the bidder for allotment of plot/plots, each consortium member will invest at least 11% equity and Lead Consortium member more than 50% equity. Shareholding pattern and roles of each member of the Consortium shall be prescribed as below:

| Sr. No. | Name of Consortium Member | Proposed Min. Equity holding in the Project Company (%) | Proposed role in the Project |
|---------|---------------------------|---|------------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |

2. In case of a bidding company being a partnership firm/sole proprietorship firm, or a bidding consortium in which any of the consortium members is a partnership firm/sole proprietorship firm, apart from above, the undertaking should clearly specify that in the event of the bidding company being a partnership firm/sole proprietorship firm or a bidding consortium in which any of the consortium members is a partnership firm/sole proprietorship firm being selected as the successful bidder, and then such bidder/consortium member(s) shall invest not less than 11% of the

entire equity and more than 50% equity in case acting as Lead Consortium Member.

EXHIBIT III: FORMAT OF POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We _____ (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us 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 “_____ (Please write details of the plot to be bid)” proposed or being developed by the Maharashtra Airport Development Company Ltd (MADC) including but not limited to signing and submission of all applications, bids and other documents and writings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement to Lease and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/ or till the entering into of the Agreement to Lease with MADCA. 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 _____ 2021

For

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

EXHIBIT IV: FORMAT OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On Non - judicial stamp paper of Rs 100 /- duly attested by Notary Public)

Whereas the Maharashtra Airport Development Company Ltd (MADC) has invited bids from interested bidders for “_____”(Please write details of the plot to be bid)within Non-SEZ area of MIHAN, Nagpur.

Whereas, _____, _____ and _____(collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the for “_____”(Please write details of the plot to be bid) within Non-SEZ area of MIHAN, Nagpur in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and 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 ALL MEN BY THESE PRESENTS

We, .having our registered office at _____, and M/s. _____ having our registered office at _____ (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”).We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement to Lease is entered into with MADDC.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF ____ 2021

For _____

(Signature)

(Name & Title)

For _____

(Signature)

(Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant 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 Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*
-

EXHIBITV: INFORMATION ABOUT BIDDER

(A) The following information needs to be provided by the Bidder

| | |
|----|--|
| 1. | a) Name: b) Country of incorporation: c) Address of the Corporate headquarters and its branch office(s), if any, in India: d) Date of incorporation and /or commencement of business: |
| 2. | Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project: |
| 3. | Details of individual(s) who will serve as the point of contact/ communication for MADDC: a) Name: b) Designation: c) Company: d) Address: e) Telephone Number: f) E-Mail Address: g) Fax Number: |
| 4. | Particulars of the Authorized Signatory of the Bidder: a) Name: b) Designation: c) Address: d) Phone Number: e) Fax Number: |

(B) Provide the following information for the Authorised Signatory of the Bidder to whom Power of Attorney has been given.

| | |
|-------------------|--|
| Individual's Name | |
| Designation | |
| Citizenship | |
| Address | |
| Telephone Number | |
| Fax Number | |
| E-Mail Address | |

EXHIBIT VI: INFORMATION FOR EVALUATION OF THE TECHNICAL ELIGIBILITY CRITERIA**1. Experience in Similar Projects / Experience in Similar Operations**

| Sr. No. | Name of the Project | Client Name | Land Area Developed (in sq.mtr) | Date of Completion of Project | Project Cost (Amt. in Crore) |
|----------------|----------------------------|--------------------|--|--------------------------------------|-------------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

**Documentary proof is to be submitted in support of the aforesaid information.*

Instructions:

- Only the eligible projects that satisfy technical eligibility criteria shall be included
- The format shall be filled up for each member of the Consortium
- In support of the information provided following documents must be submitted failing which the specific claim shall not be considered for evaluation.
 - Completion Certificates from the client for the Experience claimed (Officer with Rank Higher than Executive Engineer (in case of Government project).
 - This Exhibit shall be duly certified by the Chartered Accountant/Statutory Auditor along with the Respective Client in case of a private project.
- The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.

EXHIBIT VII: INFORMATION FOR EVALUATION OF THE FINANCIAL ELIGIBILITY CRITERIA**1. Annual Turnover and Tangible Net Worth**

| Bidder type | Annual Turnover | | | Net Worth (INR) |
|----------------------------------|-----------------|--------|--------|-----------------|
| | Year 1 | Year 2 | Year 3 | Year 1 |
| (1) | (2) | (3) | (4) | (5) |
| Single entity Bidder/Lead Member | | | | |
| | | | | |
| Consortium Member 1 | | | | |
| | | | | |
| Consortium Member 2 | | | | |
| | | | | |
| Consortium Member 3 | | | | |
| TOTAL | | | | |

Instructions:

- The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

The liquidity balance so submitted should be required to be duly supported by certificate from the Chartered Accountant.
- Year 1 will be the latest completed financial year i.e. i.e. 2019- 2020, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.8.1
- The Bidder shall also provide the name and address of the Bankers to the Bidder.
- The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth.

EXHIBIT VIII: Financial Bid

(To be submitted online. This is a general specimen format and not to be filled.)

Date:

Place:

The Vice Chairman and Managing Director

Maharashtra Airport Development Company Ltd.

8th Floor, World Trade Centre, Centre 1,

Cuffe Parade,

Mumbai - 400 005.

Tel: No. 0091-22-49212121

Fax No. 0091-22-2216 3814

Sub: Leasing of about 1.5 Acre Plot for Non Polluting Industrial Unit Outside SEZ of MIHAN Notified Area, Nagpur

Sir,

MADC has invited Bids for Leasing of about 1.5 Acre plot for Non Polluting Industrial unit within Non-SEZ area of MIHAN, Nagpur

1. I/We the undersigned bidder, submit the following as our Financial Bid in response to the e-tender document dated _____ (the "e-Tender Document") issued by MADC as under:

| Sr.no | Particulars | Lease Premium |
|-------|-----------------------------------|---|
| A | Plot No. 10B Sector No. 23 | Rs..... per sq. mtr. (In words)..... per sq. mtr. |

2. We confirm that the Financial Bid conforms to all the terms and conditions stipulated in this e-tender document.
3. We confirm that our Financial Bid is FINAL in all respects and contains NO conditions.
4. We confirm that in the event of more than one qualified bidders quote the same lease premium; MADC shall break the tie by selecting the Bidder by a lottery system.
5. We confirm that, the information submitted in our Financial Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Financial Bid.

6. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Bid and as required to construct and establish the Project in the event that we are finally selected.

Thanking You,

Yours Sincerely,

For and on behalf of the Bidder:

Signature:

(Authorized Representative and Signatory)

Name of the Authorised signatory :

Designation of the Authorised signatory :

Name and seal of Bidder