



OFFICE OF THE CHIEF EXECUTIVE OFFICER
Haldia Development Authority (ISO 9001:2008 Certified)
(A Statutory Authority under Government of West Bengal)

City Centre, P.O. Debhog, Haldia-721657, Dist: Purba Medinipur
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NOTICE INVITING BID NO. 1/HDA/LAND OF 2013-14 (2ND CALL)

**ALLOTMENT OF LAND FOR RESIDENTIAL/COMMERCIAL PURPOSE ON
LONG TERM LEASE BASIS (99 YEARS)**

Haldia Development Authority (HDA), a statutory body under the Govt. of West Bengal invites sealed offer for long term lease of Residential /Commercial plots at Mouza Pitambarchak, J.L. No. 166, P.S. Haldia, Dist. Purba Medinipur. The plot will be allotted on 99 years lease basis with renewable clause. The details of land, location and purpose of use will be as per the following:

Sl. No.	Area (in acre) (approx)	Plot Detail	Location	Purpose
1.	0.50	P-1	Mouza-Pitambarchak, J.L. No. 166 (Beside HREL Township)	Mini Market Complex
2.	0.50	P-2	Do	Residential
3.	0.50	P-3	Do	Do
4.	1.0	P-4	Do	Do
5.	1.0	P-5	Do	Do
6.	1.0	P-6	Do	Do

BID SCHEDULE AND OTHER DETAILS:

Application Fee for a single plot	:	Rs. 3,000/-
Pre-bid meeting	:	10.09.2013
Last Date of submitting the bid	:	12.09.2013 (up to 14.00 hrs)
Date of opening the bid	:	12.09.2013 (at 16.00 hrs.)
Earnest Money Deposit Detail (for a single plot)	:	Rs. 2,00,000/-

ABOUT HALDIA :

Haldia is located at the confluence of rivers Hooghly and Haldi in the district of Purba Medinipur, West Bengal, about 56 nautical miles downstream of Kolkata and about 120 KM. by rail / road. Haldia started emerging as a port based city in 1959. Haldia has emerged as one of the most important industrial destinations of West Bengal, especially in the 'Petroleum and Chemicals' sector. Growth in industrial base has been facilitated by the presence of Haldia Dock Complex. Haldia is also developing as a service sector hub, especially with large inflow of investments in health and education infrastructure, ITES, organized retail etc.

Haldia is well connected with the important growth nodes in eastern India via road, rail and river linkages. Regional connectivity of Haldia is of tremendous importance due to its port functions. Moreover, the industries which have come up in Haldia depend heavily on these regional linkages for movement of raw materials or finished goods.

HALDIA DEVELOPMENT AUTHORITY

During the last decade, HDA has concentrated on the creation of physical infrastructure like roads, drains, water supply electrical infrastructure, etc. But during the last two years Haldia Development Authority has redefined its priorities and has now focusing on creation as well as up gradation and maintenance of the Physical Infrastructure and also Social Infrastructure. Housing, Shopping Malls with Multiplexes, amusement facilities, Hotels and Hospitals, Street Lighting, Internal Roads and Streets, Parks, Stadiums, educational institutions, Waste Disposal Facilities, creation and up gradation of Rehabilitation Colonies, drinking water facilities etc. are on the topmost agenda of Haldia Development Authority and significant and rapid success has been achieved in these areas.

LOCATION

The site at Pitambarchak is located adjacent to the township of Haldia River Estate Limited (HREL-a subsidiary of Haldia Petrochemical Limited). It is well connected by the road from National Highway-41 from Ranichak and Bandar Railway Station. Large number of Government establishments like HDA, Haldia Municipality, Haldia Court etc. are located in and around. Apart from these, educational institutions like Bharati Bidya Bhawan, Meghnad Saha Polytechnic, CIPET, HIT, Law College etc., Industrial Housing Colony of MCCPTA, Azad Hind Nagar Township etc. and Market Complex (Mohana Market) are also located at close proximity.

MAP The Site Map is enclosed in the Annexure – I.

1. GENERAL TERMS & CONDITIONS:

- 1.1 Allocation of land shall be made in accordance with the Land Allotment Policy of L&LR Department, Government of West Bengal vide Order No. 6686-LP/1A-18/2012 dated 26-12-2012.
- 1.2 The lessee can mortgage the leasehold interest only (and not the demised land itself) on the demised land, whether in full or in part, only with the prior written permission of the lessor.
- 1.3 The lessee is not entitled to assign his leasehold interest, whether in full or in part, without prior written approval of the lessor and assignee shall hold the same on the same terms and conditions as in the original lease and to such other terms and conditions as may be considered to be imposed by the lessor while granting such approval. In case of such assignment of leasehold interest the assignee concerned shall have to obtain fresh lease after expiry of the unexpired period of the lease on payment of such consideration money and annual rent based on the prevailing market value as may then be fixed by the lessor in granting such lease.
- 1.4 A Pre-Bid meeting will be held on 10.09.2013 at the office of Chief Executive Officer, HDA at Debhog, City Centre, Haldia.
- 1.5 Application for the Bid is available at the Office of the Chief Executive Officer, HDA. The applications can also be downloaded from the official website of HDA i.e. www.hda.gov.in.
- 1.6 **Individual/Applicants can apply for more than one plot; however application for more than one plot shall be submitted separately.**
- 1.7 The Bid must be submitted with all the pages numbered serially, along with an index of submission. In the event of any instructions, mentioned herein, have not been adhered to, the Bid is liable to be rejected.
- 1.8 The Bid must be submitted in a sealed envelope by 14.00 hrs. on or before 12.09.2013 in the manner specified herein below. No Bid after the specified time and date shall be accepted.
- 1.9 **The sealed envelope containing Bid would be super scribed "OFFER FOR LONG TERM LEASE OF THE PLOT NO. AT MOUZA PITAMBARCHAK, J.L. NO. 166, HALDIA" at the top of envelope.**
- 1.9.1 The Bids will be opened on 12.09.2013 at 16.00 hrs. in the Board Room of Haldia Development Authority and the Successful Bidder for the plot(s) would be declared on the same day. In the event of any change in the aforesaid date, the same will be notified to the bidders through the Office Notice Board/Official Website i.e. www.hda.gov.in. HDA reserves the right to reject any or all of the Bids without assigning any reasons thereof and the decision of HDA would be final and binding on the Bidders.
- 1.9.2 **Non-refundable application fee for each of the application against the each plot of land amounting Rs. 3,000/- only, as the case may be, shall be drawn in the form of Demand Draft drawn in favour of Chief Executive Officer, Haldia Development Authority payable at Haldia and shall be submitted along with the Bid document. Bid will be rejected if the application fee is not submitted.**

2. SPECIAL TERMS & CONDITIONS:

- 2.1 Construction on the plot of land by the successful Bidder would have to be done as per plan approved by Municipal Authority or by any authority competent to approve such plan. Construction must begin within six months of receiving possession of the land.
- 2.2 The successful Bidder shall not change the purpose for which the land has actually been leased out and any deviation in this regard shall result in immediate cancellation of the lease.

3. ELIGIBLE BIDDERS:

- 3.1. The offer is open for individual, registered institutions, Co-operative bodies, Corporate in the public and private sectors & Firms.
- 3.2 **No Bidder shall be represented by any broker or agent.**
- 3.3 The Bidder should submit a Power of Attorney, if applicable, as per the format enclosed at Annexure – II authorizing the signatory of the Bid to commit the Bidder.
- 3.4 It would be deemed that by submitting the Bid, the Bidder has made a complete and careful examination of the terms and conditions for the instant Bid, received all relevant information required for submission of the Bid either from HDA or from his own due diligence and understood that he would have no recourse to HDA post lease-out period regarding lease right of the concerned property.
- 3.5 The currency for the purpose of the Bid shall be the Indian Rupee (INR).
- 3.6 The Bidder shall thoroughly satisfy themselves of the nature, conditions and quality of the assets and its physical condition.

4. RESERVE PRICE AND EARNEST MONEY DEPOSIT:

- 4.1 There is a Reserve Price for the plot against which bids have been invited and it will not be informed to the bidder before submitting their Financial Bids. Such Reserve Price is, however, will be revealed by the authority during the opening of Financial Bid. In case, the highest Bid is below of such reserve price of the plot of land, such Bid will be rejected and the tender for the plot will be cancelled without any further reference.
- 4.2 Each Bid shall be accompanied by an Earnest Money Deposit (EMD).
- 4.3 Bid application shall be accompanied by application fee and Earnest Money Deposit (EMD), as mentioned in “BID SCHEDULE AND OTHER DETAILS”, in Demand Draft drawn in favour of Chief Executive Officer, Haldia Development Authority, payable at Haldia.
- 4.4 No interest will be payable on the EMD.
- 4.5 EMD received from the unsuccessful Bidders would be returned without interest within a period of 60 days from the date of declaration of the Successful Bidder for the concerned property.
- 4.6 The EMD of the Successful Bidder shall be automatically adjusted towards one time lease premium payable to HDA. In case the Bid is accepted and the Successful Bidder refuses/fails to pay the lease premium within the stipulated time, the EMD shall be forfeited without prejudice

to the rights of HDA to claim such further damages in this regard without further reference to the Bidder.

4.7 **An agreement in this regard will be signed between HDA and the selected Bidder of any plot/plots.**

4.8 Apart from the lease consideration, there will be annual Lease Rent which shall be paid within 31st March of each lease year by the LESSEE/Successful Bidder after execution of the Lease Deed. The annual lease rent shall be paid throughout the Lease period. The successful Bidder shall also be liable to pay the enhanced lease rent from time to time.

5. PREPARATION AND SUBMISSION OF BID:

5.1. Language

The Bid and all related correspondence and documents should be written in the English language.

5.2 Validity of Bid:

Bid shall remain valid for a period of not less than 90 days from the Bid Submission Date. However, HDA may require the Bidders to extend the validity for such period as may be determined by HDA at its discretion. HDA reserves the right to reject any Bid, which does not meet this requirement.

6. Format and Signing of Bid:

6.1 The Bidder shall prepare the Bid as per Bid format as has been provided in Annexure-II. The submitted Bid should necessarily comply with the specified format.

The necessary documents for the Bid shall be submitted in two sealed envelopes namely 'A' and 'B'. While submitting the Bid, both the envelopes (i.e. 'A' and 'B') shall be placed in a single big sealed envelope super scribing 'BID DOCUMENTS WITH DEMAND DRAFTS FOR LEASE OF HDA LAND OF PLOT NO. AT MOUZA PITAMBARCHAK, J.L. NO. 166, HALDIA stating the Name, Address, Telephone No. and e-mail of the Bidder. The Bid shall be typed or written in indelible ink and the Bidder shall initial on each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initiated by the persons(s) signing the Bid.

Envelope 'A': This envelope shall have "Demand Drafts for Application Fee, EMD and Annexure -III" written on its top. The necessary document or DDs to be enclosed are:

- Demand Draft towards the Earnest Money Deposit in respect of plot.
- Demand Draft towards non-refundable Application fee in respect of plot.
- Power of Attorney as Annexure-II.

6.2 **Envelope 'B':** This envelope shall have "BID DOCUMENTS FOR PLOT NO. AT MOUZA PITAMBARCHAK, J.L. NO. 166, HALDIA" written on its top. This cover will have the enclosure of the following:

- Covering letter stating clearly the validity of the Bid as per format enclosed at Annexure-IV.
- Bid in the prescribed format as per the format enclosed at Annexure -IV.
- All Bidders to provide a photocopy of their PAN Card duly signed by the authorized person or Power of Attorney holder.

6.3 Such sealed Envelope containing both Envelope 'A' and Envelope 'B' as aforesaid shall be dropped in the Tender Box kept in Office of the Chief Executive Officer, Haldia Development Authority, Haldia Unnayan Bhawan, City Centre, Debhog, Dist. Purba Medinipur Pin- 721 657 before 14.00 hrs on 12.09.2013.

7 BID SUBMISSION DATE AND BID OPENING :

- 7.1 Bids should be submitted before 14.00 hrs on 12.09.2013 at the address provided therein in the manner and form as detailed in this document.
- 7.2 Bids submitted by either facsimile transmission or telex will not be acceptable.
- 7.3 Bids will be opened on 12.09.2013 at 16.00 hours in the Board Room of the Office of the Chief Executive Officer, Haldia Development Authority, Haldia Unnayan Bhawan, City Centre, Debhog, Dist. Purba Medinipur Pin- 721657, in the presence of authorized representatives who choose to be present at the time of opening at their own expense.
- 7.4 Incomplete Bids submitted with qualifying conditions at variance with the Terms & Conditions of such Bids as stated herein are liable to be rejected.
- 7.5 In case there is any amendment/corrigendum in this document, the same will be uploaded in the HDA website. Bidders are advised to consult such corrigendum before submission of bid.

8. EVALUATION OF BIDS:

- 8.1 The Bids would be opened in the manner as stated below :
- Envelope 'A' will be opened at first and verification as regards fulfillment of the eligible criteria regarding submission of demand drafts, 'Annexure- II' and Annexure-III will be made.
 - If a particular Bidder fulfills the criteria as above, the Envelope 'B' of the said eligible Bidder will be opened and the offer made by the Bidder in terms of the land price offered will be announced for information of all concerned.
- 8.2 HDA will carry out the evaluation of the Bids as regards fulfillment of all the eligibility conditions and submission of documents and intends to declare the Successful Bidder on the day of opening of the Bid.
- 8.3 Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this notice will be liable to be rejected.
- 8.4 In the event of two or more Bids are received at the highest Bid amount for a particular plot of land, the concerned Bidders would be invited for negotiation and the Bidder who offers the highest Bid post negotiations would be declared as the Successful Bidder.

8.5 The highest Bid which is above the reserve price shall only be considered. All other Bids/offers for that particular plot of land would be declared as unsuccessful and the earnest money would be refunded accordingly.

9. PAYMENT SCHEDULE:

9.1 Successful Bidder shall have to deposit full lease premium within 30 (thirty) days from the date of offer in the form of Demand Draft drawn in favour of Chief Executive Officer, Haldia Development Authority, payable at Haldia.

9.2 In case the Successful Bidder fails to deposit full lease premium within the stipulated time as mentioned in 9.1, the offer shall stand cancelled and the EMD will be forfeited, unless the same is extended by HDA in writing. In case of extension, an interest @12% from the last date of stipulated payment date as referred in 9.1 up to the date of actual payment shall be payable within the period of extension granted. In reasonable circumstances, the extension may be given for a maximum up to two months only. If the successful Bidder fails to make payment within the time, then offer will be cancelled and the EMD will be forfeited.

9.3 The Lease Deed shall be executed only after entire amount of consideration is credited into HDA's account and after joint measurement of that particular plot is completed.


9.4 All taxes/duties/levies, etc. and expenses as applicable and related to the lease of the Plots of Land on offer, shall be entirely paid by the Successful Bidder/Lessee.

10 DEFAULT IN PAYMENT BY THE SUCCESSFUL BIDDER :

10.1 In case the lease consideration/lease premium is not paid as specified in paragraph 9 above by the Successful Bidder, the lease of the particular plot of land to the concerned Successful Bidder will stand cancelled and the EMD and subsequent payment made, if any, by the Successful Bidder will be automatically stand forfeited. In addition to such forfeiture as stated above, the defaulting Bidder shall not be allowed to take part in any of the Bids which may be held by HDA in future.

11 FORCE MAJEURE :

11.1 HDA shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, closure, dispute with staff, dislocation of normal working conditions, War, riots, epidemics, political upheavals, Government actions, civil commotion, breakdown of machinery, shortage of labour, Acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of HDA to extend the time of performance on the part of HDA by such period as may be necessary to enable HDA to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms and conditions of the contract whether printed or written.


Chief Executive Officer
Haldia Development Authority

3/10
09/09/13

JSC(15)



Diary No. 3486
URBAN DEV. DEPT.
T. & C.P. BR. GOVT. OF W.B.

Date 05/09/13

Dated: 29 / 08 / 2013

Copy to A. Jen for display on our official website

Memo No.: 1007(13) /HDA/VII-E-298/12

Copy forwarded for information to:

1. Chairman, Haldia Development Authority
- ✓ 2. Principal Secretary, Urban Development Department, "Nagrayan", DF-8, Saltlake, Kolkata - 700064
3. The Member of Legislative Assembly, 209 – Haldia (S.C) A.C.
4. The District Magistrate, Purba Medinipur.
5. The Additional District Magistrate, Haldia, Basudevpur, P.O. - Khanjanchak, Purba Medinipur.
6. The Sub-Divisional Officer, Haldia, Purba Medinipur
7. The District Information & Cultural Officer, Purba Medinipur
8. The Sub-Divisional Land & Land Reforms Officer, Haldia, Basudevpur – with a request to display in the notice board.
9. The Additional District Sub-Registrar, Sutahata, Purba Medinipur.
10. The District Informatics Officer, NIC, Purba Medinipur, Tamruk with a request to publish it in the official website of Purba Medinipur District.
11. The System Analyst, H.D.A. with a request to arrange to publish it in the website of HDA and make arrangement to send the same to DIO, NIC by e-mail.
12. CA to the CEO, HDA – for publication in newspaper.
13. Reception / Notice Board.

Another copy to be displayed on office notice board
10/9/13

For Chief Executive Officer
Haldia Development Authority