

REQUEST FOR PROPOSAL (RFP) DOCUMENT

**ISSUED BY RASHTRIYA ISPAT NIGAM LIMITED (RINL) FOR THE SALE OF NON-CORE SURPLUS
FREEHOLD LAND PARCELS OF RINL IN VISAKHAPATNAM, ANDHRA PRADESH**

RFP No.: RINL/NLMC/NBCC/VSKP/2024/01 DATED: 14-02-2024

E-Auction



RASHTRIYA ISPAT NIGAM LIMITED (RINL)

OFFICE OF THE GENERAL MANAGER (Town Administration & Contracts)

Room No: 16, First Floor, Sector-II, Ukkunagaram, Visakhapatnam Steel Plant, Visakhapatnam-530032

REQUEST FOR PROPOSAL (RFP)

Outright Sale of Land Parcel Blocks/Plots owned by the Rashtriya Ispat Nigam Ltd (RINL) at HB Colony-Maddilapalem, Auto Nagar, Pedagantyada in Visakhapatnam, Andhra Pradesh

THROUGH E-AUCTION

Rashtriya Ispat Nigam Limited (A Govt. of India Enterprise under Ministry of Steel) announces **Outright Sale** of Land Parcel Blocks / Plots owned by Rashtriya Ispat Nigam Ltd (RINL) under Non-core assets, available at HB Colony-Maddilapalem, Auto Nagar, Pedagantyada in Visakhapatnam, Andhra Pradesh through e-auction, on **“as is where is”** basis as per following details:

Complete RFP document and Corrigendum/Addendum if any are available on website of;

- (i) <https://www.vizagsteel.com>
- (ii) <https://www.dpe.gov.in>
- (iii) <https://nbccindia.in/webEnglish/buyProperties>
<https://nbccindia.in/webHindi/HindibuyProperties>
- (iv) <https://eauction.enivida.com>

RINL reserves the right to accept or reject the highest bid received or annul this process or withdraw any Land Parcel/Land Asset at any time without any liability and without assigning any reason whatsoever.

Incomplete Application form submitted by the bidder is liable to be rejected.

The prospective bidder (s) must read the Terms and conditions of RFP documents carefully and they should only submit their bid if they consider themselves eligible.

The bidder shall be required to register themselves with M/s Railtel (holding e-auction) and possess Digital Signatures.

GENERAL MANAGER (Town Administration & Contracts)
RINL

DISCLAIMER

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

The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Eligibility etc., for this proposal. This RFP does not purport to contain all the information for all the persons, and it is not possible for RINL, their employees or any of its agencies/consultants/advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. National Land Monetization Corporation (NLMC), RINL and NBCC (India) Limited, their employees & representatives or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability, or completeness of the RFP document. This RFP document is not an agreement and is neither an offer to the prospective Bidders or any other person.

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

Outright Sale of Land Plots/Blocks owned by the RINL at HB Colony-Maddilapalem, Auto Nagar and Pedagantyada in Visakhapatnam, Andhra Pradesh

Through E-AUCTION

INDEX

Sl. No.	DESCRIPTION	Page Nos/ Reference
1	Background	5
2	Tentative Schedule of Bidding Process	6
3	Definitions	7-8
4	Bidding Process and Eligibility Criteria	9-15
5	Specific Instructions	16-18
6	General Instructions	19-23
7	List of available Land Blocks/Plots (Annexure I)	24-27
8	Application Form (Annexure-II)	28-30
9	Acceptance Letter (Annexure-III)	31
10	Power of Attorney (Annexure - IV)	32-33
11	Authorization & Undertaking (Annexure-V)	34
12	Format For Consortium Agreement (Annexure-VI)	35-38
13	Affidavit (Annexure-VII)	39

1. **BACKGROUND**

- 1.1. **Rashtriya Ispat Nigam Limited (RINL)**, a Govt. of India Enterprise under Ministry of Steel, Government of India based in Visakhapatnam, India having its Registered office at Visakhapatnam Steel Plant, Main Administrative building, Vishakhapatnam, 530031 represented by its Authorized Signatory hereinafter referred to as 'RINL' (which expression shall unless repugnant to the context or the meaning thereof mean and include its successors-in-interest and title, permitted assigns or anyone claiming through or under them) of the OTHER PART.
- 1.2. **National Land Monetization Corporation Limited (NLMC)**, is a 100% Government of India (GoI) owned Company under the administrative control of the Department of Public Enterprises, Ministry of Finance having its Registered Office in New Delhi formed with an objective to undertake monetization of surplus non-core assets of Central Public Sector Enterprises (CPSEs) and other Government agencies and to own, hold, manage and monetize land and building assets of CPSEs under closure and surplus land and buildings of Govt. of India owned CPSEs under strategic disinvestment.
- 1.3. **NBCC (India) Ltd (NBCC)**, founded in 1960 as a Govt. of India Enterprise with its Head quarter in New Delhi, holds the status of "Navratna" CPSE. NBCC is fast emerging as the leading organisation in Construction industry on the back of its capabilities, innovative approach, adherence to highest standards of quality, timely delivery and a dedicated workforce.
- 1.4. RINL presently owns non-contiguous Land Plots/Blocks admeasuring 13.89 Acres at HB Colony-Maddilapalem, Auto Nagar, Pedagantyada in Visakhapatnam, Andhra Pradesh. The said Land Plots/Blocks are located in three different locations in Visakhapatnam city where HB Colony, Maddilapalem is set up across 11.80 Acres, Autonagar, Gajuwaka admeasuring 2.00 Acres and at Old Health Centre, Pedagantyada, Gajuwaka measuring 0.089 acres. For the purpose of this RFP 67,277.04 Sq. yards (13.89 Acres) of Land in the form of Plots/Blocks is available to the bidder (s) and hereinafter referred to as the "**Said Property**" as depicted in **Annexure I**.

This Said property has been divided into total number of 111 plots & 19 blocks. Each block and plot will be auctioned separately. Further, sale deed will also be signed with successful bidder (s) for each plot / block wise.
- 1.5. The "Said Property" entails a total area available for monetisation at the subject site which is 13.89 Acres in the form of plots/blocks, which will be handed over to the Successful Bidder (s) on '*as-is where is basis*'.
- 1.6. **The Transaction** - RINL is desirous of selling and transferring to the Successful Bidder (s), the Said Property, on "as is where is basis" i.e. 'in present condition as it is' and 'No Complaint Basis only' (Transaction). In order to give effect to the Transaction, RINL is keen on identifying the Successful Bidder (s) through an agreed mechanism, i.e., through outright sale of the Said Property from RINL to such Successful Bidder (s), by Auction Process, to be conducted in such manner as indicated further in this RFP document (Document).
- 1.7. **Company's representation** - National Land Monetisation Corporation (NLMC) has appointed M/s. NBCC (INDIA) Limited as Technical cum Transaction Advisor to carry out auction process successfully and identify the Successful Bidder (s) for the Said Property.

2. **TENTATIVE SCHEDULE OF BIDDING PROCESS**

Sr. No.	Particulars	Time line
1	Release of Advertisement by RINL / NLMC/ NBCC	14.02.2024
2	Download of documents from the web portals; i) https://www.vizagsteel.com ii) https://www.dpe.gov.in iii) https://nbccindia.in/webEnglish/buyProperties/ / https://nbccindia.in/webHindi/HindibuyProperties iv) https://eauction.enivida.com	From 14.02.2024 to 05.03.2024 till 17:00 hrs
3	Inspection of Property (with prior appointment only)	From 15.02.2024 to 05.03.2024, During office hours
4	Pre-bid meeting	11:00 hrs on 28.02.2024
5	Last Date of submission of EMD	Up to 05.03.2024 till 17:00 hrs
6	Period of availability of RFP document on RINL / NBCC website.	From 14.02.2024 to 05.03.2024 till 17:00 hrs or till the extended period
7	Period of mock e-auction for the purpose of awareness of the bidders (Interested bidder (s) are required to contact) i) Sh Gagan (# 8448288987)/ eprochelpdesk.01@gmail.com (or) ii) Sh Nittin (# 8448288986)/ eprochelpdesk.44@gmail.com (or) iii) Sh Chaitanya (# 8448288985)/ eprochelpdesk.03@gmail.com	From 06.03.2024 (11:00 hrs).to 07.03.2024 till 11:00 hrs
8	Date of E-Auction	14.03.2024 (11:00 hrs) to 15.03.2024 (11:00 hrs) or till the extended period as per clause 4.7.5 of this document.
9	Issue of Acceptance Letter to the Selected Bidder	From 25.03.2024 to 29.03.2024

3. **DEFINITIONS**

- 3.1 The word RINL wherever it appears shall mean Rashtriya Ispat Nigam Limited (RINL) or its authorized representative.
- 3.2 The word NLMC wherever it appears shall mean National Land Monetisation Corporation, selling agent of RINL.
- 3.3 The word NBCC wherever it appears shall mean NBCC (INDIA) Limited, Technical cum transaction advisor for Monetization of non-core assets of RINL.
- 3.4 **BID** wherever used shall mean the bid submitted by the Bidder in accordance with this RFP.
- 3.5 **BID DOCUMENT** comprises the terms and conditions of the bid, the bid form, the schedule of the plot/block, model letters if any to be submitted and other terms and conditions etc., along with the bid form wherever applicable.
- 3.6 **BIDDER** is the person/entity who submits the Bid for purchase of the plot (s)/block (s) in the Said Property by quoting its price. This may be an individual person/ company/ LLP/ partnerships/ society/ trusts and funds such as PE funds etc. The Bidder can be a single entity or a Consortium.
- 3.7 **CONSORTIUM** means the consortium of bidders who are bidding as a Bidder acting in concert with each other intending to directly or indirectly participate in the transaction.
- 3.8 **CONSORTIUM MEMBERS** means the members of the Consortium, formed by the Bidder for purposes of the transaction in accordance with this RFP and shall include members who have submitted the Format for Consortium Agreement (Annexure -VI) specified in the RFP.
- 3.9 **CONSORTIUM SPV** means the SPV to be formed by Consortium Members, as described in Clause 4.4.7 of this RFP, in the event it is designated as the Successful Bidder.
- 3.10 **AUTHORISED REPRESENTATIVE** is the person authorized by the Bidder to submit the Bid document on his/her/its behalf provided that the Bidder cannot be represented by a real estate agent. Such Authorised Representative may either hold a Power of Attorney or Board Resolution as may be applicable, issued in his/her/its name by the Bidder supported by a specific letter, attesting the signature of the Authorised Representative.
- 3.11 **PROSPECTIVE BIDDER(S)** are all the Bidder(s) who bid for the plot (s)/block (s) in the Said Property in accordance with this RFP either independently or collectively as a Consortium. For avoidance of doubt the term Prospective Bidder will also include collectively all Consortium members and/or the Consortium SPV.
- 3.12 **SUCCESSFUL BIDDER (S)** is the Bidder who has quoted the final H-1 (Highest Bid Amount) for plot (s)/block (s) in the Said property at the e-Auction stage and who has been found suitable after screening by RINL / NBCC as per their established internal processes.

3.13 **SAID PROPERTY** is a non-contiguous Land Plots/Blocks admeasuring 13.89 Acres at HB Colony-Maddilapalem, Auto Nagar, Pedagantyada in Visakhapatnam, Andhra Pradesh. The said Land Plots/Blocks are located in three different locations in Visakhapatnam city where a HB Colony, Maddilapalem is set up across 11.80 Acres, Autonagar, Gajuwaka admeasuring 2.00 Acres and at Old Health Centre, Pedagantyada, Gajuwaka measuring 0.089 acres. For the purpose of this RFP 67,277.04 Sq. yards (13.89 Acres) of Land in the form of Plots/Blocks is available for monetisation to the bidder and hereinafter referred to as the "**Said Property**" as depicted in **Annexure I**.

This said property has been divided into total number of 111 plots & 19 blocks. Each block and plot will be auctioned separately. Further, sale deed will also be signed with successful bidder (s) in each plot / block wise.

3.14 **ACCEPTANCE DATE** is the date of letter communicating acceptance of the bid by RINL to the Successful Bidder (s) as the case may be.

3.15 **ACCEPTANCE LETTER** is the letter issued by RINL to the Successful Bidder (s) after screening and evaluation, and approval by RINL as per its internal processes, accepting the bid made by the said Bidder (s).

3.16 **GOVERNMENTAL AUTHORITY** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, having jurisdiction pursuant to the applicable Laws, including but not limited to any authority which has, or would have, any jurisdiction in relation to any activities of RINL / NLMC/ NBCC or over Said Property.

3.17 **TRANSACTION ADVISOR** shall mean appointed Technical cum transaction Advisor by NLMC to assist them in works related to bid process management and conclusion of transactions related to the said property. The transaction Advisor for the Said Property is NBCC (India) Ltd.

4. **BIDDING PROCESS AND ELIGIBILITY CRITERIA**

RINL, a Govt. of India Enterprise announces sale of its non-contiguous Land Plots/Blocks available at HB Colony- Maddilapalem /Auto Nagar / Pedagantyada, Visakhapatnam (AP) on "as is where is" basis through e-auction with the condition that the successful bidder has to bear all costs pertaining to Stamp duties, applicable taxes, etc. as applicable for purchase of the Lands.

Corrigendum, if any, shall only be available on website of RINL, NLMC & NBCC, i.e. <https://www.vizagsteel.com>, <https://www.dpe.gov.in>, <https://nbccindia.in/webEnglish/buyProperties/> / <https://nbccindia.in/webHindi/HindibuyProperties/> / <https://eauction.enivida.com> by the means of updating of this document. Prospective bidders are requested to download a fresh copy of this document at least SEVEN (7) days before the auction as all information will be updated herein.

RINL reserves the right to accept or reject the highest bid received or annul this e-auction process or withdraw any plot/block from the proposed e-auction at any time without assigning any reason whatsoever and without assuming any liability, responsibility, obligation and recourse to or of RINL.

The intending bidder must read all the documents of sale/purchase including terms and conditions of sale/purchase as mentioned in this RFP document carefully and he/she/it should only submit his/her/its bid if he/she/it considers himself/herself/itself eligible. RINL / NBCC shall not be liable in any manner for any mistake in interpretation of any term by the bidder(s) failure to seek any clarifications from RINL / NBCC which may be necessary.

Sr. No.	Particulars	Amount
1	Cost of RFP document	Free of Cost
2	Registration Fee	Free of Cost
3	Auction Processing Fee (Non-refundable) and Payment shall be made through online payment gateway available at https://eauction.enivida.com	Rs 10,620 /- (Rupees Ten Thousand Six Hundred and Twenty only) including 18% GST.

Note: GST invoice will be generated in the system/portal once Auction Processing Fee payment is made by the Bidder and the same can be downloaded by bidder.

- **The bidder shall be required to register themselves with M/s Railtel (for holding e-auction) and possess Digital Signatures.**

4.1. Pre-Bid Meeting & EMD:

4.1.1 Earnest Money Deposit (EMD), as per Annexure I of RFP, is required to be deposited for participation in bid, through RTGS/NEFT/e-Payment. **EMD to be paid online using available e-Payment gateway on the portal <https://eauction.enivida.com>.** EMD in any other form shall not be accepted.

Submission of EMD by the Bidder will be treated as that Bidder has understood and accepted all the Terms and conditions of the latest RFP document along with Corrigendum / Addendum if any.

4.1.2 Details of the payment of EMD as below is to be mailed at "gv_lu@vizagsteel.com" / "balu54108@vizagsteel.com"

Sr. No.	Particulars	Details
i)	Name of Applicant with Registration ID	:
ii)	Contact Ph No.:	:
iii)	E-mail ID:	:
iv)	Amount of EMD, Rs	:
v)	Details of payment of EMD	:
vi)	Bank Account No.	:
vii)	IFSC code No.	:
viii)	Bank Name	:
ix)	Branch Name & Address	:

4.1.3 The EMD of the bidders other than highest bidders will be refunded by RINL/NBCC/Auction Agency without interest.

4.1.4 EMD of highest bidder (to be termed as 'Successful Bidder (s)' after issuance of Acceptance Letter by RINL), shall be treated as part payment towards sale of the Land Plot/ Block and shall be adjustable in the consideration value as per details mentioned in the 'payment schedule'.

4.1.5 Pre-bid meeting of the Said Property will be scheduled at RINL HQ at **Conference Hall, First Floor, O/o Town Administration, Sector-II, Ukkunagaram, Visakhapatnam Steel Plant, Visakhapatnam – 530032 (A.P)** on the date mentioned in the tentative schedule of bidding process section of this RFP. Bidders are expected to submit the queries through mail (“gv_lu@vizagsteel.com” / “balu54108@vizagsteel.com”) on or before **One day prior to Pre-Bid** meeting.

4.2. Registration:

4.2.1 Bidders are required to upload the following documents using Digital Signature key as a token of Acceptance of Terms and conditions of RFP for Registration before making payment of EMD.

- i) Digitally signed Latest RFP document along with Corrigendum / Addendum if any.
- ii) Digitally signed Application form duly filled along with enclosures as per Annexure-II.

4.2.2 Link for Registration manual is available on <https://eauction.enivida.com>, Click 'Bidder Enrolment' link available on the homepage of this website to get registered and avail User ID & Password.

Contact Details of Helpdesk for Registration/Auction Support are:

Sr. No.	Organization	Name	Designation	Contact No.	Email ID
1	RAILTEL	Sh Gagan	Project Coordinator (s)	8448288987	epochelpdesk.01@gmail.com
		Sh Nitin		8448288986	epochelpdesk.44@gmail.com
		Sh Chaitanya		8448288985	epochelpdesk.03@gmail.com
2	NBCC	Sh G Rajaram	GM (Engg)	7317792333	nbcciiftkakinada@gmail.com
3	RINL	Sh G Venkateswarlu	Sr. Manager (TA)	8008123535	gv_lu@vizagsteel.com
		Sh S Balaraju	Manager (TA)	9392907320	balu54108@vizagsteel.com

Bidder can register till 1 (ONE) hour before the scheduled e- auction. **However, bidders are advised to**

register early to avoid possible delays at late hours.

4.3. Auction details:

4.3.1 THE STARTING PRICE/RESERVE PRICE PER SQ YARD OF DIFFERENT PLOTS/BLOCKS FOR E-AUCTION IS AS INDICATED AT ANNEXURE I.

4.3.2 The Bidders who are participating in the e-auction shall submit their bids at reserve price or with a minimum increment of Rs 1,000/- (Rupees One Thousand only) over and above the starting Price. (For example, if the starting price / reserve price per sq yd is Rs. 1,00,000/, then a bidder can bid Rs 1,01,000/- 1,02,000/-, 1,03,000/- etc. If the bidder chooses to bid 1,01,000/-, the next bidder can bid Rs 1,02,000/- or higher in multiples of Rs. 1,000/-.

4.4. Eligibility Criteria:

4.4.1 The Buyer should be legally competent for purchase of land/property in India.

4.4.2 The Buyer may be an individual person, registered partnership firm/ LLP, trust, registered co-operative society, incorporated public or private limited company, State Governments, Central Govt. Departments, Public Sector Undertakings/ Govt. Autonomous Bodies etc.

4.4.3 In case the application is being submitted by an entity (other than an individual i.e. a firm/ company/etc.), the application shall be accompanied by inter-alia, a duly executed Power of Attorney (format enclosed as Annexure-IV) signed by functional directors or Board Resolution etc.) in favour of the authorised signatory.

4.4.4 In case of an application made on behalf of a company or a registered partnership firm or registered co-operative society or trust, the Application shall be, inter-alia, accompanied by a notarized copy of the deed, MoA, AoA, certificate of incorporation/ registration with concerned Government authority and such other charter documents as may be relevant thereof along with Authorization Letter.

4.4.5 In case of application made by a minor, it should be through legal or natural guardian. In case of a minor, age proof and name of guardian is required along with submission of proof of guardianship.

4.4.6 Non-resident Indians (NRIs), subject to eligibility as per applicable laws to be determined and satisfied by themselves, can also participate after fulfilling the eligibility criteria.

4.4.7 Formation of SPV / Consortium Bidder

4.4.7.1 If Successful Bidder is a Consortium (format attached as Annexure VI), the Consortium shall incorporate an investment vehicle (i.e., a Consortium SPV), any time before signing of the Sale Deed. The shareholding of the Consortium SPV on a fully diluted basis shall be the same as the shareholding / equity / ownership stake of the members in the Consortium. For avoidance of doubt, the Consortium SPV shall be allowed to raise further capital, as long as the shareholding pattern of the Consortium SPV remains the same.

4.4.7.2 Eligibility Criteria is to be satisfied by the Consortium SPV and all members of the Consortium.

4.4.7.3 Sale Deed is to be signed by the Consortium SPV and all members of Consortium.

4.4.7.4 The members of Consortium should have entered into a Consortium Agreement ("CA") (as per

Annexure-VI) between themselves. One of the members of Consortium, holding at least 26% share of the equity / ownership stake shall be authorized and nominated as the 'Lead member' ("Lead Member") to act and represent all the members of the Consortium for the transaction. The Lead Member needs to have more equity stake than other members. All members of the Consortium to hold at least 10% or more equity stake in the consortium. Number of members in a consortium shall not exceed 6 (six) and the applicant's proposal should contain the information required for each member of the consortium. A copy of this CA shall be enclosed at the time of registration. All the members of the Consortium will be jointly and severally liable to each other.

- 4.4.7.5 After receipt of the Bid, there shall be no change in composition of Consortium (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned during the registration.

4.5. Inspection of Site and Documents:

- 4.5.1 The Said Property may be inspected as per the schedule given under "Tentative schedule of Bidding Process" on any working day during office hours in the presence of RINL Officials/representatives. In this regard, Registered Bidders may contact;

Name & Designation of RINL official		Mob. No.	e-mail ID
Sh G Venkateswarlu	Sr. Manager (TA)	8008123535	gv_lu@vizagsteel.com
Sh S Balaraju	Manager (TA)	9392907320	balu54108@vizagsteel.com

- 4.5.2 The sale of the Said Property is on 'as is where is basis' i.e. 'in present condition as it is' and 'No Complaint Basis' and the principle of caveat emptor will apply. For inspection (allowed for registered bidders only), the interested Parties (or their Authorized Representative) should produce their Photo ID Card to the representative of RINL and produce a copy of this RFP downloaded from the Website. The Buyers are expected to satisfy themselves about the location of the Said Property, title of the Said Property, statutory approvals and other details before submission of application for purchase of the Said Property. The submission of the Application shall be an acknowledgment of the Buyer having satisfied itself of the proposal in all respects. All costs and expenses associated with the Due Diligence (DD) of the Said Property shall be borne entirely by the respective Bidder(s).

4.6. Payment Schedule:

- 4.6.1 The buyer shall strictly adhere to the following payment schedule:

Instalment		Amount payable
No.	Description	
EMD	For participation in e-auction	EMD (i.e. 3% of Reserve price x Area of plot/block in sq. Yd. as per Annexure-I)
1st	Within 7 days of issuance of Acceptance Letter (including Sundays & Holidays)	10% of the highest bid price x Area of the plot/block in Sq. Yd., with applicable taxes (other than EMD)

2nd & Final	Within 45 days from the date of issuance of Acceptance letter (including Sundays & holidays)	Balance of the highest bid price x Area of the plot/block in Sq. Yd., with applicable taxes.
-----------------------------------	--	--

- 4.6.2 In case the day of payment happens to be Sunday or bank holiday then it shall be deposited by next working day.
- 4.6.3 Buyer can make payments early/in advance (if so desired), and no prepayment charges will be levied.
- 4.6.4 The stamp duty, registration charges, GST and any other statutory charges/dues as levied by the Central Government/State Govt./Local Bodies shall be payable additionally solely by the Successful Bidder.
- 4.6.5 All betterment charges or development levies, if any, charged by Govt. or local authorities shall be borne by the Successful Bidder.
- 4.6.6 **Default in payment of sale value:** If the Successful Bidder does not pay the 1st Installment (other than EMD) as payable within 7 days of issuance of Acceptance Letter (including Sundays & Holidays), then EMD amount will be forfeited. Second & final Installment needs to be paid in one go and any part-payment will not be accepted during the aforesaid period of 45 days. If any Installment/amount is due/not paid during the 45 days' time period, then the Acceptance Letter shall be automatically terminated and the EMD and payments made by the bidder lying in any form with RINL or Auctioning Agency shall automatically stand forfeited without prejudice to the right of RINL to dispose of the Said Property at the risk and cost of the Successful Bidder without any notice to the bidder. RINL/ NLMC/ NBCC/ Auctioning Agency shall not bear any responsibility for delay in submission of payment by the bidder on account of not getting or delay in financial assistance from Banks/financial institutions etc.
- 4.6.7 In case, the RINL cannot handover the plot/block due to any reason, in that case, the entire amount deposited by the Buyer will be returned back without any interest.
- 4.6.8 **Mode of Payment:** Subject to the terms of this RFP, Successful Bidder shall make all payments, within the stipulated time as mentioned in the Payment Plan through Bank transfer/RTGS/NEFT/e-Payment in the account having the following details:

- Name : Rashtriya Ispat Nigam Limited
- Address : Visakhapatnam Steel Plant
Main Administrative Building
Visakhapatnam – 530031
- PAN : AABCR0435L
- Bank Name : CANARA BANK
- Bank/Branch Address : Project Office Complex, Visakhapatnam Steel
Plant – Visakhapatnam-530 031
- Account holder Name : Rashtriya Ispat Nigam Limited
- Account Number : 2430201000117
- Type of Account : Current Account
- IFSC code : CNRB0002430
- MICR code : 530015007
- SWIFT code : CNRBINBBBFD
- BSR Code : 0240129

4.7. E-Auction Methodology and Terms

- 4.7.1 The bidding shall be for sale price per Sq yd of plot/block. The Bidder (s) are required to quote the sale price in the e-auction equal to or over and above the reserve price.
- 4.7.2 The EMD amount for each plot/block is mentioned in Annexure-I of RFP. A Bidder is required to pay EMD for at least 1 (ONE) land plot /block. However, Bidder can select 'Others' as option in payment mode for any other interested land plots/blocks having EMD value equal or lesser only. If the Bidder wins/becomes highest bidder for a particular land plot / block, he will not be eligible to bid for other opted land plot/block with same EMD.
- 4.7.3 Bidder paying highest individual EMD as mentioned in Annexure-I of RFP is eligible for participating in auction of all the plots/blocks. However, they could become highest bidder only for 1 plot/block and after that they will not be eligible for other bids.
- 4.7.4 If a Bidder has deposited EMDs for multiple plot/blocks, then they can be the highest bidder of the plot/block equal to the number of EMDs deposited by them.
- 4.7.5 During the e-auction process, in case any bid is given within the last 10 minutes period before closing of bid, then an extension of time of 10 minute(s), shall become due automatically and this extension in period shall continue till no fresh bid is received in last 10 minutes period from the scheduled/extended period of closing of bid. If no fresh bid is received in last 10 minutes period from the scheduled/extended period of closing of bid then bid shall get automatically closed.
- 4.7.6 RINL reserves the right to defer/ cancel/ alter/ amend/modify/add the terms & conditions of sale at any stage prior to the date of e-auction, without assigning any reasons whatsoever; and/or accept/reject any or all or withdraw any plot/ block in the Said Property from sale at any stage prior to issuance of Acceptance Letter, without assigning any reason. Any amendment made will form part of the terms and conditions and no individual intimation will be sent to the bidders. Bidders are advised to download a fresh copy of this document as mentioned under "*Tentative schedule of Bidding Process*" section of this RFP.
- 4.7.7 The bidders are not permitted to withdraw/ modify/ surrender/ cancel the bid once the process of bidding is concluded and in case the bid is withdrawn/modified or surrendered then the EMD and other payments, made by the bidder shall be forfeited. This shall be without prejudice to other rights or remedies that may be available to RINL.

4.8. Acceptance / Rejection of the Bid

- 4.8.1 The acceptance of the highest e-auction bid shall be at the sole discretion of the RINL, even if amount equivalent to 10% of the highest bid has been remitted by the successful bidder. RINL does not bind itself to confirm to the highest bid & reserve its right to reject all or any of the bids without assigning any reasons, whatsoever and the decision of RINL in this regard shall be final and binding to the bidders. In case of cancellation of bid or rejection of the offer by RINL where there is no default of a bidder, the EMD of the highest bidder along with payments made by them, shall be refunded without any interest.
- 4.8.2 After refund of the money, the bidder agrees that it shall not have any right and/ or claim, whatsoever it may be, against RINL / NLMC/ NBCC and that RINL / NLMC/ NBCC shall be

released and discharged from their respective obligations and liabilities under this Agreement.

4.9. Issue of Acceptance Letter to the Successful Bidder:

The Acceptance Letter will be issued by RINL to the Successful Bidder after acceptance of the bid. The Successful Bidder is required to deposit the balance bid amount and other due payments through Bank transfer/ RTGS/NEFT/e-Payment as per payment schedule.

4.10. Interpretation of Clauses of this Document:

4.10.1 All or any disputes arising out of or touching upon in relation to the terms and conditions of this RFP, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion.

4.10.2 In case of doubts or disputes or in respect of any matter not provided for in these terms and conditions and in case of any dispute regarding payment/registration of the Said Property or any other matter relating to this e-Auction, the decision of RINL shall be final and binding.

4.11. H1 Bidder (s) are required to submit the following documents both in soft & hard copies duly signed to RINL and as follows;

1. Power of Attorney duly filled and notarized as per Annexure-IV, if applicable.
2. Authorization & Undertaking as per Annexure-V, wherever applicable.
3. Consortium Agreement, as per Annexure-VI, wherever applicable.
4. Affidavit as per Annexure-VII.

The above documents shall be submitted as;

Form/ Copy	From the closure of e-auction, within in Nos of working days as mentioned below		Address of RINL
	Bidder (s) from India	Bidder (s) from outside India	
Soft copy (Email Id)	FOUR (4) days	SEVEN (7) days	gv_lu@vizagsteel.com / balu54108@vizagsteel.com
Hard Copy (Address)	SEVEN (7) days	TEN (10) days	The Manager (Town Admin) Room No: 24, First Floor, O/o Town Administration, Sector-II, Ukkunagaram, Visakhapatnam Steel Plant, Visakhapatnam- 530032 (AP)

Note:

- i) In case H1 bidder (s) fails to submit soft/hard copies of documents as above, RINL may consider and grant additional three days' time, in case of request by any H1 bidder. If any H1 bidder do not submit documents by the given date and time, RINL reserves the right to forfeit EMD and disqualify the bidder from the sale process of the said property.
- ii) RINL shall not bear any responsibility for delays on account of internet/network issues or postal/courier delays etc., in receipt of the above mentioned documents.

5. SPECIFIC INSTRUCTIONS

5.1 Sale:

The Said Property is as described in **Annexure-I**.

5.2 Prospective Bidder(s):

5.2.1 This RFP document is being issued for inviting bids from prospective Bidders/ interested parties ("**Prospective Bidder(s)**") to submit their bid for purchasing plot (s)/block (s) in the Said Property of RINL.

5.2.2 Prospective Bidders are required to carefully read the contents of the Document and to submit their bid, as well as the information and documents prescribed in this Document.

5.3 E-Auction Date & Results Date:

5.3.1 The e-Auction commencement date/ closing date shall be as mentioned in the RFP and on the e-auctioning portal.

5.3.2 E-Auction Results/Status must be personally seen by the Bidders online through <https://eauction.enivida.com> immediately after closing of e-Auction which will be displayed up to 7 (Seven) calendar days from the date of Closing of e-Auction.

5.3.3 The Highest (H-1) bid received in the e-Auction will be subject to approval by RINL. The right of acceptance & rejection of the H-1 bid lies entirely with the RINL. In the event of non-acceptance of H-1 bid, RINL will communicate the non-acceptance to the NBCC/ Auctioning Agency and the pre-bid EMD without interest shall be returned to the H-1 bidder by RINL/NBCC/Auctioning Agency.

5.4 Successful bidder's inability to conclude the transaction:

In the event Successful Bidder is an individual (person) and is unable to complete the transaction process of the Said Property as per the terms of the e-Auction for any such reason as the death of the person, it shall be the responsibility of his/her legal heir/assignees (successor) to adhere to the terms of e-Auction and complete the sale process in accordance with the e-Auction terms. In case the successor of the Successful Bidder (s) decides to pull out of the transaction, for whatever reason, the Pre-bid EMD and all other further payments made by the bidder (if any) will be forfeited.

5.5 Execution of Sale Deed:

The Sale Deed shall be executed on the receipt of entire sale consideration and subject to compliance of all terms and conditions contained in this document by the Successful Bidder (s) and shall remain subject to the exclusive jurisdiction of the Courts in **Visakhapatnam**.

All costs, charges, taxes, cess surcharges and expenses incidental to and in relation to the sale including all costs incidental to the Agreement to sale/purchase and other writings, if required to be made in pursuance thereof, stamp duty, registration fee, other charges etc., shall be borne and paid by the Successful Bidder alone.

Provided that, in the absence of any provision in the applicable laws in this regard and fulfilment of all requisite obligations by the Successful Bidder (s) for execution of Sale Deed, the Sale Deed in favour of the Successful Bidder shall be executed by RINL within **60 days** from the date of receipt of full & final sale consideration. RINL agrees and undertakes to indemnify the Successful Bidder (s) in case of willful failure of fulfilment of any of the provisions, formalities, documentation on part of RINL.

5.6 Construction/Resale/Lease/Sub-Lease by the Successful Bidder:

The Successful Bidder (s) will not be allowed any type of construction (permanent or temporary) including clearing jungle/trees/making approach roads, boundary wall, fencing, gates, lights, etc. till the execution of sale deed.

The Successful Bidder (s) shall not have the right to sale/re-sale/lease/sub-lease/ license, or otherwise give possession, pursuant to any other valid legal instrument, of the Land or any portion thereof to any third party, till the execution of sale deed.

5.7 Handing over / Procedure for taking possession:

Upon execution of the sale deed, the possession of the block / plot will be handed over to the successful bidder within 15 days of signing of the sale deed.

5.8 Holding Charges:

The possession of the Land allotted shall have to be taken over by the Successful Bidder as per clause no. 5.7 above, failing which "Holding Charges" @ Rs. 100.00 per sq. yd. per month (on pro-rata basis) shall be charged for the entire period of delay.

During the aforesaid period of delay in taking possession of the plot/ block by the Successful Bidder, the plot/ block shall continue to be in possession of RINL at the sole risk, liability, responsibility and cost of the Successful Bidder w.r.t. its physical condition during such period of delay.

5.9 Virtual Data Room:

The Prospective bidders shall be provided access to a Virtual Data Room through an e-mail link by RINL within ONE working day of Registration by bidders for verification of relevant documents pertaining to the said property.

5.10 Clarifications

The bidder requiring any clarification on the bid document may notify RINL / NBCC in writing at least Seven (7) days prior to the scheduled date of e-Auction. No request for clarification shall be entertained thereafter. RINL / NBCC shall try to send the clarifications on the email address of the intending bidders along with posting the clarifications on <https://www.vizagsteel.com/> / <https://www.dpe.gov.in> / <https://nbccindia.in/webEnglish/buyProperties> / <https://nbccindia.in/webHindi/HindibuyProperties> / <https://eauction.enivida.com>. However, if the bidder participates in the e-auction then it shall be presumed that no query of the bidder remains unanswered, even if no reply has been sent by RINL /NBCC.

5.11 Validity of Bids:

All the bids will be valid for 90 (Ninety) days from the date of closing of e-Auction, excluding the date of closing. In case the 90th day falls on a holiday or remains closed, such Bids will be deemed to be automatically extended to be valid up to the next working day. RINL may however request the Bidders to extend the validity of their Bids for a specified additional period. The Bid Validity Period of the Successful Bidder (s) shall stand extended till the date of execution of the Sale Deed.

6. GENERAL INSTRUCTIONS

- 6.1. Sale process of the plot/ block in the Said Property shall be carried out by RINL or its Authorised representative as per the terms and conditions mentioned hereunder, in any case they may alter the same, if required, with prior intimation, for best results and best practices.
- 6.2. The terms and conditions of this RFP and Acceptance Letter shall be valid up to the date of handing over of the possession of the plot (s)/block (s) in the Said Property in favour of the Successful Bidder.
- 6.3. **Caution in Submission of Bid:** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by them (including any wrongful bidding by them) and no complaint/representation will be entertained by Auctioning Agency/ RINL/ NLMC / NBCC in this regard. Hence Bidders must be careful to check the starting price/ increment value/ bid amount (including No. of '0's/ No. of Digits etc.) their bid (if required) before submitting their Bid into the e-Auction by clicking the 'Bid' Button. There is no provision for putting Bids in decimals. During e-Auction, only details will be shown under Said Property on the Auction Floor where Bidders are required to bid. The complete Item details can be seen by the Bidders by clicking on the respective Item hyperlinked and it shall be the responsibility of the Bidders to see the Said Property details before bidding and no representation / complaint in this regard will be entertained by Auctioning Agency/ RINL / NLMC/ NBCC from the Bidders.
- 6.4. The Bidder(s) shall have no right to request for issue of any addendum / corrigendum to these terms and Conditions to clarify, amend, supplement, or delete any of the conditions, clauses or items stated therein.
- 6.5. In case of postponement due to exigency, the same will be informed to the bidders through a notification on RINL / NLMC/ NBCC website.
- 6.6. Non-resident Indians (NRIs), subject to applicable laws to be determined and satisfied by themselves, can also participate after fulfilling the eligibility criteria (such as Aadhar Card, PAN Card, PIO card, OCI card, Current address proof, Passport, Address proof of Residence in India, attested signature from any of the Nationalized Banks in India where individual is the Account Holder) required under Indian Laws for proof of NRI. Any NRI, found successful, shall be required to make all payments in Indian Currency and shall follow Indian Laws for all such matters. Further, relevant laws, rules & regulations, and other specific guidelines as per the latest notification of the Government of India will be applicable.
- 6.7. The Bidders shall evaluate and ensure that they are permitted to invest under applicable laws to the extent they propose to participate.
- 6.8. It is the sole responsibility of the bidder to ensure complete compliance with all the laws applicable to it (including the Foreign Investment Laws) and to obtain all the approvals from relevant authorities required for completion of the transaction. It is further clarified that in case the bidder is not able to complete the transaction within stipulated time because of not obtaining any required approval, it shall be considered as a breach and failure of the Bidder and as a result the EMD and other payments made by the bidder shall be forfeited and the Bid would stand cancelled.
- 6.9. All rates, taxes, charges, fee, assessment and other levies, cost of registration, stamp duty etc., of whatsoever nature shall be paid by the Successful Bidder to the concerned authority/body.

- 6.10. It shall be the responsibility of the Successful Bidder to obtain all the necessary permissions in relation to any development on the Said Property and to make payment of the necessary fees, taxes or any other dues in relation to the Said Property. It shall be the responsibility of the Successful Bidder to have service connection secured from the respective organizations for electricity, water supply & drainage and at their own cost. RINL will not take any responsibility in this regard.
- 6.11. After the full payment of Sale Consideration by the Successful Bidder, all the approvals, consents, licenses, permissions required for effectively transferring the block (s)/plot (s) forming part of the Said Property to the Successful Bidder shall be responsibility of the Successful Bidder only, provided however, RINL shall be responsible to provide all the relevant internal approvals/ permissions/ consents on which RINL has control and necessary authority to Successful Bidder.
- 6.12. All the correspondence will be made to the address/e-mail (of bidder) as appearing in the registration with Auctioning Agency. It shall be the responsibility of the bidder to keep their e-mail id valid.
- 6.13. The bidders must satisfy themselves as to the correctness/ accuracy of the particulars of the block (s)/plot (s) in the Said Property printed/readout or verbally declared. Additionally, the bidder must satisfy themselves on all aspects pertaining to the Said Property prior to bidding and they will not have any recourse after the submission of the bid for any deficiency in the documents or title of the property. No complaint, whatsoever, in this regard would be entertained after the submission of the bid.
- 6.14. The bidder who submits the bid shall be deemed to have full knowledge of the condition of the block (s)/plot (s) in the Said Property, relevant documents, information, etc. whether they actually inspect or visit the block (s)/plot (s) in the Said Property and verify the same or not. The bidders shall be deemed to have inspected and verified the block (s)/plot (s) in the Said Property to their entire satisfaction and for the purpose, bidders may, in their own interest and at their own cost, verify the area of the block (s)/plot (s) in the Said Property, before submitting the Bids. The bidders may carry out their own due diligence in respect of the block (s)/plot (s) in the Said Property at its own cost.
- 6.15. It shall be presumed that the bidder has satisfied themselves about the title documents pertaining to the block (s)/plot (s) in the Said Property, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the block (s)/plot (s) in the Said Property and that the bidders concurs or otherwise admits the identity of the block (s)/plot (s) in the Said Property to be purchased by them notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the Said Property and their conditions.
- 6.16. In case of any electrical lines, drainage, communication cables, devices, water supply lines are passing through the land, the Successful Bidder should get it shifted with respective departments at their own cost and expense by paying necessary fees to the appropriate authorities. RINL shall not take any responsibility in this regard.
- 6.17. **Addresses for Communication:** All notices related to this Bid including Clarifications/Amendments/Addendums to the Bid document shall be available on <https://www.vizagsteel.com/> / <https://www.dpe.gov.in/> / <https://nbccindia.in/webEnglish/buyProperties> / <https://nbccindia.in/webHindi/HindibuyProperties> / <https://eauction.enivida.com> under RINL/ NLMC/NBCC website.
- 6.18. The Successful Bidder must meet the Eligibility Criteria on the date of submission of the Bid and

must continue to be eligible throughout the transaction until its completion. Successful Bidder shall have the obligation to immediately notify the RINL / NBCC/ NLMC on it becoming ineligible any time during the transaction. In the event of any Successful Bidder getting disqualified or not meeting the eligibility criteria, such Successful Bidder shall not be permitted to continue to participate in the transaction and bid for such bidder may be terminated without any loss to RINL.

- 6.19. Interested participants need to share, written pre-bid queries at least Seven (7) days prior to the scheduled date of e-Auction.
- 6.20. The details of the block (s)/plot (s) in the Said Property displayed under view for the forthcoming auctions on Auctioning Agency's e-auction website are tentative and subject to change at the sole discretion of RINL before the start of e-auction.
- 6.21. **Property Tax and Other Taxes:** The Successful Bidder shall be responsible for making payment of property tax and all other applicable taxes with respect the block (s)/plot (s) in the Said Property to the concerned statutory authority from the date of handing over of possession of the plot / block.
- 6.22. **Compliance with Statutory Regulations:** The Successful Bidder shall comply with all statutory provisions, rules & regulations, bye- laws etc., in all respects, including payment of all fees, taxes in accordance with the provisions of any Central or State enactment/ notification, ordinance or other Statute, or any regulation or bye law of any local or other duly constituted authority in force from time to time.
- 6.23. **Misrepresentation/Fraud/Breach of Terms and Conditions:** If it is discovered at any point of time that the Successful Bidder has purchased the block (s)/plot (s) in the Said Property by suppression of any material fact, misrepresentation or fraud, RINL reserves the right, at its discretion, to cancel the allotment and/or revoke the Agreement to Sale/Purchase and the EMD and all other amounts paid by the Successful Bidder shall be forfeited. RINL shall also be entitled to take over possession of the block (s)/plot (s) in the Said Property from the Successful Bidder. In such an event, the Successful Bidder will not be entitled to any compensation whatsoever, or refund of any EMD or any other amount paid by them and RINL at its sole discretion shall re-sale the block (s)/plot (s) in the Said Property.
- 6.24. **Area and Survey of the Asset:**
 - 6.24.1. Proposed plots/ blocks for auction has been purchased by RINL from VUDA and/or APHB/APIIC during 1980's. The areas/extents given are indicative only as extracted from sale deed/ layout plan and may vary as per local conditions / statutory authorities. Successful Bidder may get the survey done (if so desired) at their own cost at the earliest and in any case, before payment of the final installment. No claim whatsoever on account of areas of the block (s)/plot (s) in the Said Property will be entertained after depositing the final installment.
 - 6.24.2. If it is found that the actual area is less than the area mentioned in the RFP, the revised amount will be calculated by multiplying the actual area with the quoted rate (per sq yard) of the bidder.
 - 6.24.3. In case the actual area is found to be less than 75% of the area shown in the RFP document, the bidder if so, desires can withdraw from purchasing and in that case, all the amounts paid by the bidder will be returned back without any interest.
 - 6.24.4. In case of any ambiguity in the areas surveyed by the Successful Bidder and the area mentioned, a combined survey may be undertaken jointly by the Successful Bidder and the RINL and in that

case, the cost of any such survey shall be borne equally by the RINL and the Successful Bidder. The area that may be worked out from the joint survey of the Successful Bidder and the RINL shall be binding on the parties.

- 6.24.5. RINL/ NLMC/ NBCC shall not be held responsible in any manner with respect to schedule or surrounding developments in terms of sale deed or layout plan.
- 6.25. RINL shall pay all outgoing/dues whatsoever pertaining to the block (s)/plot (s) in the Said Property to Competent Authorities before transferring the physical and peaceful possession by RINL to the Successful Bidder. If RINL does not pay all or any of the outgoing /dues before transferring the plot / block to the Successful Bidder, RINL shall be liable, even after the transfer of property to pay such outgoing /dues pertaining to the plot / block, till the date of transfer.
- 6.26. Without prejudice to the other rights that RINL may have under this Agreement and/ or under the applicable laws, if the bidder delays in payment towards any amount which is payable by them in terms of this Agreement, the allotment would stand cancelled automatically and nothing is payable to the Successful Bidder.
- 6.27. **Compliance of Laws Relating to Remittances:** The Bidder, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide RINL with such permission, approvals which would enable RINL to fulfil their obligations . Any refund, transfer of security, if provided shall be made in accordance with the provisions of FEMA or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Bidder understands and agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/ it may be liable for any action under FEMA or other applicable laws, as amended from time to time.
- 6.28. RINL / NLMC/ NBCC accept no responsibility in regard to matters specified in RFP. The Bidder shall keep RINL / NLMC/ NBCC fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Successful Bidder, it shall be the sole responsibility of the Successful Bidder to intimate the same in writing to said representative of RINL & NBCC immediately and comply with necessary formalities if any under the applicable laws. RINL/ NLMC/ NBCC shall not be responsible towards any third-party making payment/remittances on behalf of any Successful Bidder and such third party shall not have any right in the application/allotment in any way and RINL shall be issuing the payment receipts in favour of the Successful Bidder only.
- 6.29. **Adjustment/Appropriation of Payments:** The Successful Bidder authorizes RINL to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding of the Successful Bidder for the rights over the Land/ plot/ block, if any, in its name and the Successful Bidder undertakes not to object/demand/direct RINL to adjust its payments in any manner.
- 6.30. **Time is Essence:** Time is of essence for RINL as well as the Bidder. RINL shall abide by the time schedule for handing over the the block (s)/plot (s) in the Said Property to the Successful Bidder. Similarly, the Successful Bidder shall make timely payments of the installments of Total Sale

Premium and all other dues, taxes payable by him in terms of the Payment Plan and meeting its other obligations under this Agreement.

- 6.31. **Dispute Resolution/Arbitration:** Subject to the provisions of Clause 4.10, any dispute between RINL / NBCC (disputes pertain to Auction methodology and process) and the Successful Bidder arising out of or in connection with the Acceptance Letter issued to the Successful Bidder (s), shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause.

The Arbitral Tribunal shall consist of a sole Arbitrator.

The aforesaid Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') of India and the statutory modifications/ amendments thereto.

The seat and venue of Arbitration shall be at Visakhapatnam, Andhra Pradesh. The language of Conciliation/ Arbitration shall be English.

The award made in pursuance of above shall be a reasoned award and shall be final and binding on both the parties.

Both parties agree that neither party shall be entitled to any interest on the claim(s) in any arbitration and in Court of Law.

The courts at Visakhapatnam, with the exclusion of all other courts shall alone have jurisdiction over all matters. The governing law shall be Laws of India.

In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations other than disputes related to taxation, such dispute or difference shall be taken up by either E/DSC party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated. 22.5.2018 and any other instructions/guidelines issued from time to time.

- 6.32. **Force Majeure:** RINL / NLMC/ NBCC or any other Govt. agency shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, pandemic, go-slow, lockout, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government's actions, civil commotion, breakdown of machinery, terrorism, 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 Government to extend the time of performance on the part of RINL by such period as may be necessary to enable RINL 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 of the contract whether printed or written. RINL shall not give any indemnity with respect to the Said Property.

Property Details:

Sl No	Details of land blocks/plots	Area, Sq.yds	Present Land Use	Reserve Price, Rs /Sq.yard	Value of the property at Reserve Price, Rs Lakhs	Pre Bid EMD in Rs Lakhs	Property Approach road	Property Surroundings			
								North	East	South	West
I At HB Colony, Maddilapalem, Visakhapatnam (AP) – (Block will be sold as single unit)											
(A) BLOCKS (will be sold as a single unit)											
1	Block No. 5 : Plot No: 324-350 (27 Plots)	4,104.05	Residential	81,900	3,361.22	100.84	40' road on North & East 30' road on South	40' road	30' road	30' road	Pvt property
2	Block No. 7 : Plot No:285-294 (10 plots)	1,610.82	Residential	78,000	1,256.44	37.69	30' road on all 4 sides	30' road	30' road	30' road	30' road
3	Block No. 8 : Plot No:267-284 (18 plots)	2,725.44	Residential	78,000	2,125.84	63.78	30' road on all 4 sides	30' road	30' road	30' road	30' road
4	Block No. 9 : Plot No:251-266 (16 plots)	2,463.90	Residential	78,000	1,921.84	57.66	30' road on all 4 sides	30' road	30' road	30' road	30' road
5	Block No. 13 : Plot No:154-187 (34 plots)	5,081.99	Residential	81,900	4,162.15	124.86	40' road on North & 30' road on 3 sides	40' road	30' road	30' road	30' road
6	Block No. 35 : Plot No:419-435 (17 plots)	2,637.45	Residential	81,900	2,160.07	64.80	40' road on West 30' road on all other sides	30' road	30' road	30' road	40' road
7	Block No. 36 : Plot No:408-410 & 415-418 (7 plots)	1,099.95	Residential	81,900	900.86	27.03	40' road on West 30' road on all other sides	30' road	30' road	30' road	40' road
8	Block No. 37 : Plot No:436-447 (12 plots)	1,858.93	Residential	78,000	1,449.97	43.50	30' road on all 4 sides	30' road	30' road	30' road	30' road
9	Block No. 38 : Plot No:377-380 & 403-407(9 plots)	1,368.83	Residential	81,900	1,121.07	33.63	40' road on west & 30' road on 3 sides	30' road	30' road	30' road	40' road
10	Block No. 39 : Plot No:381-402 (22 plots)	3,208.83	Residential	78,000	2,502.89	75.09	30' road on North, West & South	30' road	Pvt property	30' road	30' road
11	Block No. 40 : Plot No:448-467 (20 plots)	2,997.38	Residential	78,000	2,337.96	70.14	30' road on all 4 sides	30' road	30' road	30' road	30' road
12	Block No. 41 : Plot No:527-533 & 535-536 & 538-544 (16 plots)	2338.63	Residential	78,000	1,824.13	54.72	30' road on North, East & West	30' road	30' road	Pvt property	30' road
13	Block No. 44: Plot No:169-178 & 182-189(18 plots)	5,347.46	Residential	78,000	4,171.02	125.13	30' road on North, East & South	30' road	30' road	30' road	Pvt property
14	Block No. 46: Plot No:22-23 (2 plots)	635.25	Residential	85,800	545.04	16.35	60' road on North & 30' road on West	60' road	Pvt property	Pvt property	30' road
Total		37,478.91			29,840	895.21					

Sl No	Details of land blocks/ plots	Area, Sq.yds	Present Land Use	Reserve Price, Rs /Sq. yard	Value of the property at Reserve Price, Rs Lakhs	Pre Bid EMD, Rs Lakhs	Property Approach road	Property Surroundings			
								North	East	South	West
I At HB Colony, Maddilapalem, Visakhapatnam (AP)											
(B) PLOTS											
	(In Block No. 01)										
1	351	133.83	Residential	85,800	114.83	3.44	40' rd on North & 30' rd on East	40' road	30' road	Plot No: 352	Pvt property
2	352	146.66	Residential	79,950	117.25	3.52	30' rd on East	Plot No: 351	30' road	Plot No: 353	Pvt property
3	353	144.22	Residential	79,950	115.30	3.46	30' rd on East	Plot No: 352	30' road	Plot No: 354	Pvt property
4	354	146.66	Residential	76,050	111.53	3.35	30' rd on East	Plot No: 353	30' road	Plot No: 355	Pvt property
5	355	147.44	Residential	79,950	117.88	3.54	30' rd on East	Plot No: 354	30' road	Plot No: 356	Pvt property
6	356	144.22	Residential	79,950	115.30	3.46	30' rd on East	Plot No: 355	30' road	Plot No: 357	Pvt property
7	357	147.88	Residential	81,900	121.11	3.63	30' rd on South & 30' rd on East	Plot No: 356	30' road	30' road	Pvt property
	(In Block No. 15)										
8	216	136.88	Residential	76,050	104.10	3.12	30' rd on East & South	Plot No: 223 & 224	Pvt property	30' road	Plot No: 217
9	217	136.88	Residential	76,050	104.10	3.12	30' rd on South	Plot No: 222 & 223	Plot No: 216	30' road	Plot No: 218
10	218	136.88	Residential	76,050	104.10	3.12	30' rd on South	Plot No: 221 & 222	Plot No: 217	30' road	Pvt property
11	220	166.22	Residential	76,050	126.41	3.79	30' rd on North	24' road	Plot No: 221	Pvt property	Pvt property
12	221	139.33	Residential	76,050	105.96	3.18	30' rd on North	24' road	Plot No: 222	Plot No: 218	Plot No: 220
13	222	134.44	Residential	76,050	102.24	3.07	30' rd on North	24' road	Plot No: 223	Plot No: 217 & 218	Plot No: 221
14	223	136.88	Residential	76,050	104.10	3.12	30' rd on North	24' road	Plot No: 224	Plot No: 216 & 217	Plot No: 222
15	224	168.66	Residential	78,000	131.55	3.95	30' rd on North & East	24' road	30' road	Plot No: 216	Plot No: 223
	(In Block No. 16)										
16	141	146.66	Residential	81,900	120.11	3.60	30' rd on North & West	30' road	Plot No: 142	Pvt property	30' road
17	142	146.66	Residential	79,950	117.25	3.52	30' rd on North	30' road	Plot No: 143	Pvt property	Plot No: 141
18	143	146.66	Residential	79,950	117.25	3.52	30' rd on North	30' road	Plot No: 144	Pvt property	Plot No: 142
19	144	146.66	Residential	79,950	117.25	3.52	30' rd on North	30' road	Plot No: 145	Pvt property	Plot No: 143
20	145	146.66	Residential	79,950	117.25	3.52	30' rd on North	30' road	Plot No: 146	Plot No: 148	Plot No: 144
21	146	168.66	Residential	78,000	131.55	3.95	30' rd on North & East	30' road	30' road	Plot No: 147	Plot No: 145
22	147	232.22	Residential	78,000	181.13	5.43	30' rd on South	Plot No: 146	30' road	30' road	Plot No: 148
23	148	146.66	Residential	76,050	111.53	3.35	30' rd on South & East	Plot No: 145	Plot No: 147	30' road	Pvt property
	(In Block No. 17)										
24	194	146.66	Residential	76,050	111.53	3.35	30' rd on South	Pvt property	Pvt property	30' road	Plot No: 195
25	195	147.88	Residential	76,050	112.46	3.37	30' rd on South	Pvt property	Plot No: 194	30' road	Plot No: 196
26	196	146.66	Residential	76,050	111.53	3.35	30' rd on South	Pvt property	Plot No: 195	30' road	Plot No: 197
27	197	146.66	Residential	76,050	111.53	3.35	30' rd on South	Pvt property	Plot No: 196	30' road	Pvt property
	(In Block No. 18)					0.00					
28	179	362.00	Residential	76,050	275.30	8.26	30' rd on South & West	Pvt property	Plot No: 180	30' road	30' road
29	180	287.76	Residential	76,050	218.84	6.57	30' rd on South	Plot No: 213	Plot No: 181	30' road	Plot No: 179
30	181	276.51	Residential	76,050	210.29	6.31	30' rd on South	Plot No: 213	Pvt property	30' road	Plot No: 180
31	213	146.66	Residential	79,950	117.25	3.52	30' rd on North	30' road	Pvt property	Plot No: 180/181	Pvt property
	(In Block No. 19)										
32	570	173.55	Residential	81,900	142.14	4.26	30' rd on North & 24' on West	30' road	Plot No: 602	Plot No: 571	24' road
33	571	146.66	Residential	74,100	108.68	3.26	24' road on west	Plot No: 570	Plot No: 582	Plot No: 572	24' road
34	572	146.66	Residential	70,200	102.96	3.09	24' road on west	Plot No: 571	Plot No: 582	Plot No: 573	24' road
35	573	145.44	Residential	74,100	107.77	3.23	30' road on west	Plot No: 572	Plot No: 581	Plot No: 574	30' road
36	574	147.88	Residential	74,100	109.58	3.29	30' road on west	Plot No: 573	Plot No: 580 & 581	Plot No: 575	30' road
37	575	145.44	Residential	74,100	107.77	3.23	30' road on west	Plot No: 574	Plot No: 580 & 579	Plot No: 576	30' road
38	576	144.39	Residential	74,100	106.99	3.21	30' road on west	Plot No: 575	Plot No: 579	Plot No: 577	30' road
39	577	144.22	Residential	76,050	109.68	3.29	24' road on west & South	Plot No: 576	Plot No: 578	24' road	24' road
40	578	178.44	Residential	78,000	139.18	4.18	24' road on South & East	Plot No: 579	24' road	24' road	Plot No: 577
41	579	146.66	Residential	76,050	111.53	3.35	24'' road on East	Plot No: 580	24' road	Plot No: 578	Plot No: 575 & 576
42	580	146.66	Residential	72,150	105.82	3.17	24'' road on East	Plot No: 581	24' road	Plot No: 579	Plot No: 574 & 575
43	581	264.00	Residential	74,100	195.62	5.87	24'' road on East & North	24' road	24' road	Plot No: 580	Plot No: 573 & 574

SI No	Details of land blocks/ plots	Area, Sq.yds	Present Land Use	Reserve Price, Rs /Sq. yard	Value of the property at Reserve Price, Rs Lakhs	Pre Bid EMD, Rs Lakhs	Property Approach road	Property Surroundings			
								North	East	South	West
I At HB Colony, Maddilapalem, Visakhapatnam (AP)											
(B) PLOTS											
	(In Block No. 20)										
44	561	185.16	Residential	74,100	137.20	4.12	24" road on North & 30' road on west	24' road	Plot No: 568 & 569	Plot No: 562	30' road
45	562	146.66	Residential	74,100	108.68	3.26	24' road on West	Plot No: 561	Plot No: 567 & 568	Plot No: 563	24' road
46	563	143.00	Residential	74,100	105.96	3.18	24' road on West	Plot No: 562	Plot No: 566 & 567	Plot No: 564	24' road
47	564	212.05	Residential	74,100	157.13	4.71	24' road on West	Plot No: 563	Plot No: 565 & 566	Pvt property	24' road
48	565	128.94	Residential	76,050	98.06	2.94	24' road on South & East	Plot No: 566	24' road	24' road	Plot No:564
49	566	147.88	Residential	76,050	112.46	3.37	24' road on East	Plot No: 567	24' road	Plot No: 565	Plot No: 563 & 564
50	567	146.66	Residential	76,050	111.53	3.35	24' road on East	Plot No: 568	24' road	Plot No: 566	Plot No: 562 & 563
51	568	147.88	Residential	76,050	112.46	3.37	24' road on East	Plot No: 569	24' road	Plot No: 567	Plot No: 561 & 562
52	569	215.72	Residential	74,100	159.85	4.80	24" road on North & East	24' road	24' road	Plot No: 568	Plot No: 561
	(In Block No. 21)										
53	616	179.66	Residential	78,000	140.13	4.20	24' road on North & East	24' road	Plot No:617	Plot No:621	24' road
54	617	139.33	Residential	76,050	105.96	3.18	24' road on North	24' road	Pvt property	Plot No:622	Plot No:616
55	618	139.33	Residential	76,050	105.96	3.18	24' road on North	24' road	Plot No:619	Plot No:625	Pvt property
56	619	138.11	Residential	76,050	105.03	3.15	24' road on North	24' road	Plot No:620	Plot No:626	Plot No:618
57	620	139.33	Residential	78,000	108.68	3.26	24' road on North & West	24' road	24' road	Plot No:627	Plot No:619
58	621	137.05	Residential	76,050	104.23	3.13	24' road on West & on	Plot No:616	Plot No:622	24' road	24' road
59	622	147.50	Residential	72,150	106.42	3.19	24' road on South	Plot No:617	Plot No:623	24' road	Plot No:621
60	623	138.89	Residential	72,150	100.21	3.01	24' road on South	Pvt property	Plot No:624	24' road	Plot No:622
61	624	140.12	Residential	72,150	101.10	3.03	24' road on South	Pvt property	Plot No:625	24' road	Plot No:623
62	625	141.35	Residential	72,150	101.98	3.06	24' road on South	Plot No:618	Plot No:626	24' road	Plot No:624
63	626	138.89	Residential	72,150	100.21	3.01	24' road on South	Plot No:619	Plot No:627	24' road	Plot No:625
64	627	140.12	Residential	78,000	109.29	3.28	24" road on East & South	Plot No:620	24' road	24' road	Plot No:626
	(In Block No. 29)										
65	76	295.00	Residential	79,950	235.85	7.08	30' road on West & South	Pvt property	Plot No:77	30' road	30' Road
66	77	297.50	Residential	76,050	226.25	6.79	30' road on South	Pvt property	Plot No:78	30' road	Plot No:76
67	78	298.75	Residential	76,050	227.20	6.82	30' road on South	Pvt property	Plot No:79	30' road	Plot No:77
68	79	300.00	Residential	76,050	228.15	6.84	30' road on South	Pvt property	Plot No:80	30' road	Plot No:78
69	80	276.66	Residential	76,050	210.40	6.31	30' road on South	Plot No: 211	Plot No:81	30' road	Plot No:79
70	81	344.16	Residential	81,900	281.87	8.46	30' road on South & 40' road on East	Plot No: 211	40' road	30' road	Plot No:80
71	211	155.22	Residential	81,900	127.13	3.81	30' road on North & 40' road on East	30' road	40' road	Plot No:81	Pvt property
	(In Block No. 30)										
72	2	331.56	Residential	83,850	278.01	8.34	60' rd on South	Pvt property	Pvt property	60' road	Pvt property
	(In Block No. 33)										
73	496	202.44	Residential	79,950	161.85	4.86	30' rd on South	Pvt property	Plot No: 495	30' road	30' road
74	495	139.65	Residential	76,050	106.20	3.19	30' rd on South	Pvt property	Plot No: 494	30' road	Plot No: 496
75	494	142.00	Residential	76,050	107.99	3.24	30' rd on South	Pvt property	Plot No: 493	30' road	Plot No: 495
76	483	143.33	Residential	76,050	109.00	3.27	30' rd on South	Pvt property	30' Approach/Steps	30' road	Plot No: 484
77	484	145.44	Residential	76,050	110.61	3.32	30' rd on South	Pvt property	Plot No: 483	30' road	Plot No: 485
78	485	146.66	Residential	76,050	111.53	3.35	30' rd on South	Pvt property	Plot No: 484	30' road	Plot No: 486
79	486	146.66	Residential	76,050	111.53	3.35	30' rd on South	Pvt property	Plot No: 485	30' road	Plot No: 487
80	487	138.83	Residential	76,050	105.58	3.17	30' rd on South	Pvt property	Plot No: 486	30' road	Plot No: 488
81	488	140.83	Residential	76,050	107.10	3.21	30' rd on South	Pvt property	Plot No: 487	30' road	Plot No: 489
82	489	140.83	Residential	76,050	107.10	3.21	30' rd on South	Pvt property	Plot No: 488	30' road	Plot No: 490
83	490	140.83	Residential	76,050	107.10	3.21	30' rd on South	Pvt property	Plot No: 489	30' road	Plot No: 491
84	491	139.65	Residential	76,050	106.20	3.19	30' rd on South	Pvt property	Plot No: 490	30' road	Plot No: 492
85	492	139.65	Residential	76,050	106.20	3.19	30' rd on South	Pvt property	Plot No: 491	30' road	Plot No: 493
86	493	139.65	Residential	76,050	106.20	3.19	30' rd on South	Pvt property	Plot No: 492	30' road	Plot No: 494

SI No	Details of land blocks/ plots	Area, Sq.yds	Present Land Use	Reserve Price, Rs /Sq. yard	Value of the property at Reserve Price, Rs Lakhs	Pre Bid EMD, Rs Lakhs	Property Approach road	Property Surroundings			
								North	East	South	West
I At HB Colony, Maddilapalem, Visakhapatnam (AP)											
(B) PLOTS											
	(In Block No. 34)										
87	468	156.51	Residential	78,000	122.08	3.66	30' rd on South & East	Pvt property	30' road	30' road	Plot No: 469
88	469	155.00	Residential	76,050	117.88	3.54	30' rd on South	Pvt property	Plot No: 468	30' road	Plot No: 470
89	470	153.33	Residential	76,050	116.61	3.50	30' rd on South	Pvt property	Plot No: 469	30' road	Plot No: 471
90	471	150.40	Residential	76,050	114.38	3.43	30' rd on South	Pvt property	Plot No: 470	30' road	Plot No: 472
91	472	150.00	Residential	76,050	114.08	3.42	30' rd on South	Pvt property	Plot No: 471	30' road	Plot No: 473
92	477	143.33	Residential	76,050	109.00	3.27	30' rd on South	Pvt property	Plot No: 476	30' road	Plot No: 478
93	478	143.33	Residential	76,050	109.00	3.27	30' rd on South	Pvt property	Plot No: 477	30' road	Plot No: 479
94	479	144.16	Residential	72,150	104.01	3.12	30' rd on South	Pvt property	Plot No: 478	30' road	Plot No: 480
95	480	143.79	Residential	76,050	109.35	3.28	30' rd on South	Pvt property	Plot No: 479	30' road	Plot No: 481
96	481	146.66	Residential	76,050	111.53	3.35	30' rd on South	Pvt property	Plot No: 480	30' road	Plot No: 482
97	482	159.45	Residential	72,150	115.04	3.45	30' rd on South & west	Pvt property	Plot No: 481	30' road	30' Approach/Steps
98	476	143.33	Residential	76,050	109.00	3.27	30' rd on South	Pvt property	Plot No: 475	30' road	Plot No: 477
99	475	143.68	Residential	76,050	109.27	3.28	30' rd on South	Pvt property	Plot No: 476	30' road	Plot No: 478
100	473	145.00	Residential	76,050	110.27	3.31	30' rd on South	Pvt property	Plot No: 472	30' road	Plot No: 474
101	474	142.50	Residential	76,050	108.37	3.25	30' rd on South	Pvt property	Plot No: 473	30' road	Plot No: 475
	(In Block No. 36)										
102	412	190.66	Residential	78,000	148.71	4.46	30' rd on South & East	Plot No: 413	30' road	30' road	Plot No: 411
103	413	209.00	Residential	81,900	171.17	5.14	30' rd on North & East	30' road	30' road	Plot No: 412	Plot No: 414
104	414	143.33	Residential	79,950	114.59	3.44	30' rd on North	30' road	Plot No: 413	Plot No: 411	Plot No: 415
	(In Block No. 42)										
105	89	313.54	Residential	79,950	250.68	7.52	30' rd on North	30' road	Plot No: 90	Pvt property	Plot No: 88
106	90	317.00	Residential	79,950	253.44	7.60	30' rd on North	30' road	Plot No: 91	Pvt property	Plot No: 89
107	91	382.66	Residential	79,950	305.94	9.18	30' rd on North	30' road	Plot No: 92	Pvt property	Plot No: 90
108	92	450.29	Residential	79,950	360.01	10.80	30' rd on North	30' road	Plot No: 93	Pvt property	Plot No: 91
109	82	341.00	Residential	81,900	279.28	8.38	30' rd on North & 40' rd on East	30' road	40' road	Pvt property	30' road
110	88	222.57	Residential	79,950	177.94	5.34	30' rd on North	30' road	Plot No: 89	Pvt property	Plot No: 87
111	87	282.44	Residential	79,950	225.81	6.77	30' rd on North	30' road	Plot No: 88	Pvt property	Plot No: 86
	Total	19,650.60			15,164.67	454.94					

SI No	Details of land blocks/ plots	Area, Sq.yds	Present Land Use	Reserve Price, Rs /Sq. yard	Value of the property at Reserve Price, Rs Lakhs	Pre Bid EMD, Rs Lakhs	Property Approach road	Property Surroundings			
								North	East	South	West
II At Auto nagar, Gajuwaka, Visakhapatnam (AP)											
1	Block No. 1	1,676	Presently Residential. However, as per VMRDA 2041 Masteri Plan, it is Industrial	32,000	536.29	16.09	80' road on West & 60' road on south	Pvt property	Pvt property	60' road	80' road
2	Block No. 2	2,728.00	Presently Residential. However, as per VMRDA 2041 Masteri Plan, it is Industrial	30,000	818.40	24.55	60' road on south	Pvt property	Pvt property	60' road	Pvt property
3	Block No. 3	2,894.44	Residential	31,000	897.28	26.92	20' road on North, 30' road on west & 60' road on south	20' road	Pvt property	60' road	30' road
4	Block No. 4	2,414.44	Residential	31,000	748.48	22.45	30' road on West & 60' road on North	60' road	Pvt property	Pvt property	30' road
	Total	9,712.78			3,000.44	90.01					

SI No	Details of land blocks/ plots	Area, Sq.yds	Present Land Use	Reserve Price, Rs /Sq. yard	Value of the property at Reserve Price, Rs Lakhs	Pre Bid EMD, Rs Lakhs	Property Approach road	Property Surroundings			
								North	East	South	West
III At Pedgantyada, Visakhapatnam (AP)											
1	Block No. 1	434.75	Residential	20,500	89.12	2.67	60' road on North	60' road	20' road	Pvt property	30' road

Note: The road widths mentioned at property approach road / surroundings are indicative and the same may vary/non-uniform on ground.

APPLICATION FORM

This form is to be submitted by the all the prospective bidder (s) along with RFP document Digitally signed by authorized representative as token of acceptance of terms & conditions of document.

The particular of the applicant(s) / bidder(s) are given for reference and record.

A. PARTICULARS OF THE BIDDER

1. Name (Individual / Company / Trust :
Co-operative society /Organization (IN CAPITAL)

2. Status of Legal and bidder(s) :
(Whether individual, sole proprietorship, firm, company, trust, society etc.,)

3. i) Date of incorporation :
(In case of bidder being other than Individual)

- ii) Incorporating Authority :

- iii) Date of birth (in case of individual) :

4. Whether the buyer is competent to contract under Indian Contract Act, 1872, Foreign Exchange Management Act, 1999 and FDI policy of Government of India (Tick whichever is applicable)

YES _____ NO _____

5. Name of the authorized signatory of the Bidder

: Mr./Mrs./Ms.....

: Designation.....

6. Name of Father/Husband of the Bidder:.....
(In case of individual)

7. Nationality Age:.....

8. Full residential / registered address:

.....

.....

.....

9. Correspondence address:

.....
.....
.....
.....

10. Permanent Account Number (PAN) of the Bidder:

(Photocopy of the PAN CARD is to be enclosed)

11. Contact Numbers/ Name

Office :
Res :
Mobile :
E MAIL- ID :

12. Bank Details for refund of amount

Name of the Bank :
Name of the branch and its address :
Account number of the Bidder :
RTGS code of the bank :

13. **DETAIL OF LAND PLOT/BLOCK APPLYING FOR** *(additional rows can be added if the buyer is the highest bidder for more than one Land)*

Sr. No.	Details of Land Plot/ Block	Area in Sq yds	Reserve Sale price Rs per Sq yd	Actual Bid price in Rs per Sq yd	EMD
1					Rs

* GST /all other taxes as applicable shall be charged extra

Note:

I/We the undersigned hereby apply to RINL for allowing me/us for the allotment of Plot(s)/Block(s) (details whereof have been mentioned above) on outright sale basis.

I/We have read and understood terms & conditions of Sale/Purchase as well as the conditions contained in the RFP document and hereby unequivocally accept the same.

I/We also understand that I/We shall be legally bound to purchase the Plot/Block at the final bid price offered by me in the e-auction, subject to selection / acceptance by RINL.

Notwithstanding the fact that RINL has issued a receipt of an acknowledgement of the money tendered with this Application Form, I have clearly understood that this Application Form does not constitute any kind of contract including sale confirmation or an agreement to sell and I/we have no right, interest or entitlement towards allotment of the Land Plot/Block.

I/We understand that the necessary stamp duties/ payments to local / statutory authorities shall be borne

by the successful bidder/buyer.

I/We have sought detailed information pertaining to all aspects of the said plot(s)/block(s) in the Said Property and after a careful consideration of all facts, terms and conditions; I/We have signed and submitted this Application Form being fully conscious of my/our liabilities and obligations.

In case any detail mentioned in this Application Form is found to be false, I /we agree that the bid shall be summarily rejected and RINL shall, without prejudice to any other right or remedy, be at liberty to forfeit the full EMD.

I/We shall pay the balance amount payable as per the Payment Schedule, execute the agreement to sell/purchase in the prescribed Performa attached herein and in accordance with the terms & conditions of the RFP document.

An acknowledgment / acceptance of terms & conditions mentioned in this RFP document is also signed and being submitted along with the Application Form, as a token of acceptance of the same unconditionally.

Date:

Place:

Signature of the buyer or
on behalf of the buyer/
Authorized Signatory

Note:

- a) Any correction in the Application Form and the Acceptance of Terms & Conditions of Sale/Purchase should be initialed by the Applicant/ authorized signatory thereof.
- b) All pages of the Application Form and the Acceptance of Terms & Conditions of Sale/Purchase should be signed by the Applicant/ authorized signatory thereof.
- c) A copy of MoA/ AoA / partnership deed/ trust deed etc. wherever applicable shall also be furnished with the Application Form.
- d) In case of more than one applicant (but subject to maximum of three), please attach additional sheets setting out the particulars of all such additional co- applicants.
- e) A copy of Authorization Letter in favour of Authorised Signatory shall also be furnished with the Application Form.

ACCEPTANCE LETTER

[On the Letterhead of RINL]

To,

M/s [Final Successful Bidder]

Kind Attention: Mr.

This refers to acceptance of commercial bid made by **[Final Successful Bidder]** for the purchase of Plots/Blocks held by Rashtriya Ispat Nigam Limited (**RINL**) to an extent of _____ at HB Colony- Maddilapalem / Auto Nagar / Pedagantyada in Visakhapatnam, Andhra Pradesh (the "Said Property"); collectively, referred to as the (Transaction).

I/We, **RINL** hereby confirm that after evaluating and screening bids made by Bidders, the Bid of INR [●] (INDIAN RUPEES [●] ONLY) made by **[Name of Successful Bidder]** has been accepted. [Name of the Bidder] shall submit the signed copy of the Acceptance Letter along with proof of payment of 10% of total value as 1st installment within 7 (seven) days of issue of this letter.

Signed _____

Signed _____

Authorized Signatory

Authorized Signatory

Rashtriya Ispat Nigam Limited

[Final Successful Bidder Name]

Seal

Seal

Date

Date

POWER OF ATTORNEY

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and to be notarized and submitted by the Bidder/each Consortium Member submitting the bid.)

(This annexure is not applicable for individuals who are representing themselves while submitting the RFP and subsequently executing the sale deed if qualified as H1 Bidder)

To all to whom these presents shall come, I (individual) / We (name of the entity) residing at / having our registered office/principal office at [address of the registered office/principal office / Individual] do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name) son/daughter/wife of and presently residing at who is presently [designated by myself (in case of individuals) / employed with us (in case of entities) / the Lead Member of our Consortium] and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf:

- i. to do, execute, and perform all such acts, agreements, deeds, matters and things as are necessary or required in connection with or incidental to submission of our application for qualification for the proposed sale of the Said Property by Rashtriya Ispat Nigam Limited including but not limited to signing and submission of all applications, participate in Bid and other conferences and providing information/ responses to RINL/ Transaction Advisor and generally dealing with RINL/ Transaction Advisor/ in all matters in connection with or relating to or arising out of our application for qualification for the Transaction and
- ii. execution of the sale deed for the Transaction and to take all actions, deeds (including signing any documents) in relation to the Transaction.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same itself.

We confirm and declare that we have not executed any other power of attorney in favour of any other person(s) in relation to the subject matter of this power of attorney and this power of attorney is irrevocable.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the Request for Proposal Document dated _____ issued by RINL for sale of 13.89 Acres in the form of Plots / blocks at HB Colony- Maddilapalem, Auto Nagar, Pedagantyada in Visakhapatnam, Andhra Pradesh (the "Said Property"); collectively, referred to as the (Transaction).

IN WITNESS WHEREOF I/WE, IN THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ TH DAY OF _____ 2 _____

.....

(Signature, name, designation, and address)

In the presence of:

1.

2.

Accepted

(Name, Title and Address of the Attorney)

(To be duly notarized)

Notes:

- i) 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. The Power of Attorney shall be appropriately stamped and notarized.
- ii) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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.
- iii) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Authorization & Undertaking

(On Non Judicial stamp paper of Rs. 100/-)

We, (1) _____ (Name of 1st partner),
(2) _____ (Name of 2nd partner),
(3) _____ (Name of 3rd partner) hereby authorize

M/s./Sh./Smt./Ms. _____ (Name of lead partner) to act as lead partner to sign the bid RFP document, to make payments and conclude the sale/purchase on our behalf as per provisions of offer document.

We do ratify & confirm and agree to ratify & confirm that all the acts, deeds things done By M/s./Sh./Smt./Ms. _____ (Lead Partner) in respect to above offer shall be binding on us. We shall be jointly & severally responsible for fulfilling the offer conditions, addendum(s) etc. It is clearly understood by us that in case of default of any condition by any of us, RINL can cancel the sale/allotment process and forfeit the application amount and / or any amount deposited by any of us with RINL. We herewith confirm that in this eventuality we (individually or collectively) shall have no right or lien on property & RINL at its sole option can proceed with the Sale of the property to any other party.

We further ratify & confirm and agree that we shall take the prior written permission/consent of the RINL for sub-dividing the Land allotted to us for the purpose of subletting / leasing / resale and will abide by the terms and conditions of RFP document.

In witness whereof those present have been signed by us on..... th day of 2024.

- 1) (1st partner)
.....
- 2) (2nd partner)
.....
- 3) (3rd partner)
.....

FORMAT FOR CONSORTIUM AGREEMENT (IN CASE OF CONSORTIUM)

[To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution]

This Consortium Agreement ("Agreement") executed on this [●] day of [●] Two thousand twenty-four between

1. M/s [insert name of LeadMember]_____ a partnership firm or Company incorporated under the laws of and having its Registered Office at _____, having CIN / LLPIN/ registration/incorporation number (if applicable)_____ (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns);
2. M/s _____ a partnership firm or Company incorporated under the laws of and having its Registered Office at _____ having CIN / LLPIN/ registration/incorporation number (if applicable)_____ (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns); and
3. M/s _____ a partnership firm or Company incorporated under the laws of and having its Registered Office at _____ having CIN / LLPIN/ registration/incorporation number (if applicable)_____ (hereinafter called the "Member-3", which expression shall include its successors, executors and permitted assigns), for the purpose of submitting response to RFP dated [●] inviting bids for Transaction for relating to Said Property.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS, RINL had issued RFP via advertisement dated [●];

WHEREAS the Instructions for participation in the e-Auction as per RFP stipulates that in case Bid is being submitted by a Consortium of Bidders, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by RINL.

All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per RFP. NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and mutual agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s [●]), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, [●], Member-3[●] and to submit the Bid;
2. We have formed consortium comprising of [●] members as follows:
(% of the shareholding of the consortium members to be provided) [●]
3. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
4. All Members shall be jointly and severally liable and responsible for ensuring the individual and collective

commitment of each of the Members of the Consortium in discharging all of their respective obligations.

5. We acknowledge that after the submission of the Bid, the composition of the Consortium shall be maintained till the execution of Sale Deed, if it is shortlisted as the H1 Bidder.
6. We agree to form an investment vehicle (SPV), prior to signing the Sale Deed. The shareholding (on equity share capital basis) of the Consortium SPV shall be the same as the shareholding of the Members in the Consortium on a fully diluted basis. We further undertake that the shareholding of the Consortium is and of SPV will be subject to the provisions of the RFP and any restrictions prescribed therein. It is clarified that in case the Consortium forms the Consortium SPV as an LLP/partnership and not a company, such participation shall be construed to mean partnership interest in the partnership.
7. We acknowledge that in the event we are selected as the H1 Bidder and make the investment through a SPV then each Consortium Member, shall be jointly and severally liable for obligations of the SPV and shall also be a party to the Sale Deed along with the SPV.
8. We acknowledge that RINL/ NBCC will have rights of enforcement as against the Consortium SPV and also against the Consortium Members for breach of any undertakings made or agreements entered into with RINL.
9. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with RINL/ NBCC.
10. The Lead Member shall be jointly and severally liable irrespective of its compliances or financial commitments.
11. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Visakhapatnam alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
12. This Agreement shall come into effect on the day first above written and shall remain valid until the Consortium has any unfulfilled obligation. In the event if the Consortium is the H1 Bidder and the Consortium SPV signs the Sale Deed, this Agreement will be valid for so long as the Consortium SPV has any unfulfilled obligations under such agreements.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in auction.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties, or obligations under the Transaction except with prior written consent of RINL.
15. I/We further confirm that I/we am/are not disqualified in terms of the RFP. In the event we are attracted by any of the disqualifications during the pendency of the process of property transfer, owing to change in facts or circumstances, we undertake to immediately intimate the same to RINL/ NBCC.
16. Each Consortium Member represents, warrants, and covenants that:
 - a. It satisfies the Eligibility Criteria provided in the RFP.
 - b. It will execute the Sale Deed and cause the Consortium SPV to execute such Sale Deed.
 - c. It is not a member of any other consortium in relation to any bid made pursuant to the RFP.
 - d. It shall not change the composition of the Consortium (i.e., inclusion or exclusion of a member) or

- e. proposed shareholding structure as mentioned in the submitted Bid in non-compliance of the RFP.
- f. It shall provide a Self-Declaration for Security Clearance as required under the RFP and cause the Consortium SPV to provide such Security Clearance as well.
- g. All the parties of this Agreement will satisfy all the terms and conditions prescribed in the RFP.

17. This Agreement;

- i. has been duly executed and delivered on behalf of each Member hereto and constitutes legal, valid, binding, and enforceable obligation of each such Member.
- ii. sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- iii. may not be amended or modified except in writing signed by each of the Members and with prior written consent of RINL.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s [Member 1]

.....(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

i. Signature.....
 Name:
 Address:

j. Signature.....
 Name:
 Address:

For M/s [Member 2]

.....(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

k. Signature.....
 Name:
 Address:

ii. Signature.....
 Name:
 Address:

For M/s [Member 3]

.....(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

k. Signature.....

Name:

Address:

ii. Signature.....

Name:

Address:

AFFIDAVIT

(To be submitted by H1 bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attested by Notary Public

Affidavit of Sh./Ms. S/o / D/o

Residence of

I/we, the H1 bidder named above do hereby solemnly affirm and declare as under.

1. I/We is/are legally competent to bid/participate in the e-auction process as per the Terms and Conditions of this RFP document including Foreign Exchange Management Act, 1999 and FDI policy of Government of India etc.,
2. That the information/documents submitted by me/us along with the RFP/bid for Rashtriya Ispat Nigam Limited (RINL) land plot / block(details of property) at _____(location of the property) in Visakhapatnam (A.P) to RINL / NLMC / NBCC are genuine and true and nothing has been concealed.
3. I/We shall have no objection in case RINL / NLMC / NBCC verifies, if any of these from issuing authority (ies). I/we shall also have no objection in providing the Original copy of any of the document (s), in case RINL / NLMC / NBCC demands so for verification.
4. That I/we am/are well aware of the terms and conditions contained in the RFP and E-Auction process and submit my bid/quote and agree to abide by the same in all respects and have signed all the pages in confirmation thereof.
5. I/we hereby confirm that in case, any document, information submitted by me / us is found to be incorrect / false / fabricated, RINL / NLMC / NBCC at its discretion may disqualify / reject / terminate the bid / Cancel the allotment and also debar from participation of further auctions of RINL Non-core assets/properties including forfeiture of all payments made including EMD.
6. I/We is/are not barred by any government entity from participating in any e-auction/bidding.

.....
(Bidder / Buyer Name & Signature)

Witness (Name & Sign.):

1.

2.