

Expression of Interest cum Proposal, January 2017

Selection of Agency for Operation and Management of
Cremation and Burial Ground at Sector 24 Naya Raipur



Naya Raipur Development Authority
Paryavas Bhawan, North Block, Sector 19,
Naya Raipur (C.G) - 492002

Press Note

EXPRESSION OF INTEREST



Selection of Agency for Operation and Management of Cremation and Burial Ground at Sector 24 Naya Raipur.

RFPN_o. 42/R-25/PRJ/NRDA/2016, Naya Raipur

Dated:03/01/2017

Sealed tenders are invited for operation and management of Creation Ground on license basis in the Sector-24 in Naya Raipur (the Project) as per Eligibility Criteria and Evaluation.

The EOI documents can be downloaded from www.nayaraipur.gov.in. Last date and time for submission of proposal is **17 January 2017 up to 3:00pm** & **Date of Opening of Eol 17 January 2017 at 3:30pm**. Modification/Amendment, if any, shall be published in the website only.

Naya Raipur Development Authority

Paryavas Bhawan, North Block, Sector- 19, Naya Raipur (C.G.) 492 002

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NAYA RAIPUR - MERA RAIPUR

Chief Executive Officer

Important Dates

1.	Last Date for Submission of Eol	On or before 17 th January,2017 up to 3:00 PM
2.	Date of Opening of Eol	17 th January,2017 at 3:30 PM
3.	Date of Presentation by Bidder	Shall be intimated later

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DISCLAIMER

The information contained in this Expression of Interest cum Proposal document (the “**Eol**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Eol and such other terms and conditions subject to which such information is provided.

This Eol is not an agreement and is neither an offer nor invitation by Naya Raipur Development Authority (the “**Authority**”) to the prospective Bidders or any other person. The purpose of this Eol is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this EOI (the “**Bid**” or “**Proposal**”). This Eol includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Eol may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Eol. The assumptions, assessments, statements and information contained in this Eol, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Eol and obtain independent advice from appropriate sources.

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Eol.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Eol.

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

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

IMPORTANT DATES

1.	Name of the project	Expression of Interest (Eol) cum proposal for operation and management of Cremation and Burial Ground at Sector 24, Naya Riapur on License Basis
2.	Tender issued by	Naya Raipur Development Authority
3.	License Period	3 years from the date of Execution of License Agreement
4.	Cost of Eol Documents	INR. 5,000 (Five Thousand) in form of DD
5.	Date of Pre-bid meeting.	9 th January, 2017 at 12:00 P.M
6.	Last date and time of Submission of bid	Up to 3:00 P.M. on or before 17 th Janvary,2017
7.	Opening of Technical Bid.	3:30 P.M. on 17 th January,2017 in the office of the NRDA
8.	Call for Technical presentation	Shall be intimated later
9.	Place of obtaining EOI Documents	The tender can also be downloaded from NRDA Website: www.nayaraipur.gov.in/ . For such downloaded document the bidder as to enclose DD amounting to INR. 5,000.00 in favor of CEO, Naya Raipur Development Authority payable at Raipur.
10.	Email for Correspondence	psc1@nayaraipur.com , ceo@nayaraiur.com ,

Expression of Interest

NAYA RAIPUR DEVELOPMENT AUTHORITY

Expression of Interest cum Proposal

For

Operation and management of Cremation and Burial Ground at Sector 24, Naya Raipur

1. Sealed tenders are invited for operation and management of Cremation Ground on license basis in the Sector-24 in Naya Raipur (the Project) as per Eligibility Criteria and Evaluation terms given in Schedule “F”, Part – “B”

The details of Plot are as follows –

S. No	Details	Plot
1.	Area (Approx.)	28750.0 Sqm
2	Project facilities offered for operation and management	Total Project Site along with all structures and infrastructure in all manner
3	Location	Sector 1
5	Cost of Tender Document	INR 5000.00

2. The indicative site plan of the developed project is attached at **Schedule “F”, “Part A”**.

3. The important dates are given below –

Last Date of receipt of tenders	On or before 17 th January, 2017 up to 3.00 pm
Date of opening of Technical Bid	On 17 th January at 3.30 pm
Date for technical presentation	Will be intimated

4. **Invitation of Expression of Interest cum proposal**

- a. NRDA invites Eol cum proposal for Operation and Management of Cremation and Burial Ground at Sector 24 of Naya Raipur on License Basis .The details are as per **“Schedule-F ,Part-A”**
- b. The site plan is attached at **“Schedule-F, Part-A.**

5. **The scope of work will broadly include but not limited to Operation and Management of all structures, infrastructure, landscape and other amenities.**

The Bidder shall have the Obligations as per “Schedule-F Part-D”.

6. Validity of EoI cum proposal

Tender shall remain valid as per the “**Schedule F-Part E**” from the TENDER Due date and in the event of the Bidder withdrawing the TENDER in the validity period, for any reason whatsoever; earnest money deposited with the TENDER shall be forfeited and appropriated by the NRDA.

7. Schedule of EoI cum Proposal-

- i. After approval of the EoI with or without negotiation, as the case may be a Notice of Award (NoA) shall be issued.
- ii. The successful bidder shall execute and sign the License Agreement within 45 (Forty Five) days from the issue of the NoA at its own cost, bearing all the expenses on stamp duty registration charges and any other charge which is applicable at the time of the signing of License Agreement. In the event the successful Bidder fails to sign the agreement within the stipulated period NRDA shall have right to cancel the allotment.
- iii. The possession of project be handed over to the developer **within 15 days** of the signing of the License Agreement.
- iv. NRDA reserves the right to reject any or all tender without assigning any reasons whatsoever. NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend, modify or supplement the information in this document by uploading in its website <http://nayaipur.gov.in> and which shall not be published in newspaper/s.
- v. **Tender Cost & Submission Format:** The tenders are to be submitted in the prescribed form which can be purchased from the office of NRDA / directly downloaded from website <http://nayaipur.gov.in>, The cost of Tender document shall be as per “**Schedule-F, Part-F**” (non-refundable). The Tender shall be submitted in **Single Envelopes "A"**. The Bidder is required to provide all the information/document as per prescribed Tender format. NRDA shall consider only those Tenders that are received within the specified time and in the prescribed format and are complete in all respects.

The Tender shall comprise the following:

- **Envelope “A”** -It will contain **Envelop “B” (Technical Proposal)**
 - **Envelope “B” (Technical Proposal)** -It will contain (**A checklist of all the documents with their corresponding page numbers is required to be submitted by the Bidder as a part proposal**)
 - i. The Bank Draft for EMD payable to the CEO, Naya Raipur Development Authority from any Nationalised /Scheduled Bank payable at Raipur or Naya Raipur.
 - ii. The Bank Draft for Cost of the Tender document payable to the CEO, Naya Raipur from any Nationalised /Scheduled Bank payable at Raipur or Naya Raipur
 - iii. The Photocopy of receipt of purchase of TENDER document from NRDA. In case of TENDER DOWNLOAD from website the Cost of Tender shall be submitted in the form of Demand Draft as per “**Schedule-F, Part-F**” (**Non Refundable**)
 - iv. Power of Attorney set out in **APPENDIX-I**
 - v. Documents in support of eligibility criteria as per “**Schedule-F Part-B**”
 - vi. The Bidder shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Signatory of the Bidder as per the terms of this EoI. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the EoI and the original EoI issued by the Authority, the latter shall prevail.

8. Sealing and Marking of Proposal

- i. The TENDER shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory having Power of Attorney. All the alterations, omissions, additions, or any other amendments made to the TENDER shall also be initialed by the person(s) signing the TENDER.

- ii. Each of the envelopes, both outer and inner, must be super scribed with the following information:
 - a. Name & address of Bidder
 - b. Contact person name & phone number
 - c. Tender Name & its Due Date
- iii. All envelopes shall be addressed to:

Chief Executive Officer
Naya Raipur Development Authority,
Paryavas Bhawan,
North Block, Sector 19 Naya Raipur,
Pin Code- 492002, Naya Raipur (C.G.)
Phone: (0771) – 2511500
Fax: (0771) – 2511400
E-mail: - ceo@nayaraipur.com
psc1@nayaraipur.com

9. Opening of Tender

The Chief Executive Officer or any officer authorized by him, will open the Tenders. The officers competent to dispose of the Tenders shall have right of rejecting all or any of the Tenders.

10. Selection of Successful Bidder:

- (a) The Authority shall open the Proposals at 3.30 PM on bid submission date, at NRDA office and in the presence of the Applicants who choose to attend. The **Envelope B - “Technical Proposal”** shall be opened first.
- (b) Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the EOI.
- (c) The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- (d) The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection criteria set out in Schedule F, Part B.

SELECTION OF BIDDER

- (e) Subject to the provisions of Clause 11, the Bidder whose Bid is adjudged as responsive in terms of EOI condition and Schedule F, Part B and who receives **“Maximum Technical Marks”** shall ordinarily be declared as the selected Bidder (**the “Selected Bidder”**). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- (f) In the event that two or more Bidders gets same technical marks (**the “Tie Bidders”**), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- (g) In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the second highest technical score bidder and offer the project (second round of bidding).
- (h) In the event that no Bidder accepts the offer in the second round of bidding as specified in Clause 11 (g) the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Selected Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to

revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

- (i) After selection, a Notice of Award (the “NOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 (Fifteen) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof. In the event the duplicate copy of the NOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the NOA, and the next eligible Bidder may be considered.
- (j) After acknowledgement of the NOA as aforesaid by the Selected Bidder, it shall cause the License to execute the License Agreement within the period and terms prescribed in Clause 8. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Lease cum Development Agreement.

11. Dates of opening of tender:

The important Tender dates shall be as per “**Schedule-F, Part G**”

12. Rights of the Chief Executive Officer

The Tenders that are found responsive in Terms of the Tender document shall only be considered. The Chief Executive Officer, NRDA reserves the right to call for clarification or additional document as deemed fit.

13. Conflict of Interest and Disqualification

13.1 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Tender Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the EMD or Performance Security amount as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Tender Process, if:

- i. “the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in

the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or”

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. Such Bidder, or any Associate thereof, has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Tender of either or each of the other Bidders; or
- vi. Such Bidder or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

- 14.1 A Bidder shall be liable for disqualification and forfeiture of EMD or Performance Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Tender Process or subsequent to the (i) issue of the NOA or (ii) execution of the Lease cum Development Agreement. In the event any such adviser is engaged by the Successful Bidder or Lessee, as the case may be, after issue of the NOA or execution of the Lease cum Development Agreement, then notwithstanding anything to the contrary contained herein or in the NOA or the Lease cum Development Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the NOA or the Lease cum Development Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder or Lessee for the same.

14. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Tender Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

15. Cancellation of Tender

The NRDA reserves the right to reject any or all Tender without assigning any reasons what so ever. NRDA may, in its absolute discretion, but without being under any obligation to do so, update, amend, modify or supplement the information in this document by uploading in its website <http://nayaipur.gov.in> and which shall not be published in newspaper/s.

- i. **For the stage before issue of NoA (Notice of Approval)** -The cancellation shall be governed by **Para 6.0** of the Eol.
- ii. **For the stage after issue of NoA** - The cancellation shall be governed by **Para 8.0** of the Tender

- iii. **For the stage after accepting the NoA and before signing of License Agreement-** If the Bidder fails to execute the License Agreement within three months from issue of NoA the Penalty of INR 50000.00 shall be levied. In case of cancellation the EMD shall be absolutely forfeited and balance amount shall be refunded without any interest.
- iv. **For the stage after registration of Agreement** - The cancellation shall be governed as per Draft Agreement.

16. Mortgage

The Developer shall not be entitled to mortgage whole or any part of the Land and project facility in any manner.

17. GENERAL TERMS AND CONDITIONS

- i. The terms and conditions based on which the Bidder is selected for allotment of land shall be an integral part of the Lease Agreement.
- ii. The Licensee shall be responsible for obtaining at his cost all the statutory approvals/ permits/ License/ permission as required for the construction, development and operation and maintenance of the facilities on the plot at his own cost as required under the applicable laws.
- iii. Licensee shall during the period of Lease, pay all rates taxes and all other charges due and becoming due in respect of the land and on property thereupon.

18. License Period and License Fee

- i. Project shall be transferred on license basis for a period of 3.0 years with the right of renewal of license shall be for next 3 years year, as decided by the Authority.
- ii. The Licensee shall also, effective from the date of signing of License Agreement and during the term of the License Period, pay yearly License Rent of INR 1.0 (One Rupee Only) to the Lessor/NRDA/Authority in advance before 1st day of April of every year during the license period , by way of a Case /Demand Draft or pay order in favor of the Lessor on a nationalized/scheduled bank having a branch at Raipur.

19. Schedule F

- **Part-A** – “Details of Project ”,
- **Part-B** - “Minimum Eligibility Criteria“ & “Payment Conditions “,
- **Part-C** - “Site plan along with the Project Details”
- **Part-D** - “Development, Operation & Maintenance Obligations”,
- **Part-E** - “Earnest Money Deposit“ (EMD), “Validity of Tender“,
- **Part-F** - “Cost of Document”,
- **Part-G** - “Dates of Tender”

**Chief Executive Officer
Naya Raipur Development Authority
Raipur (C.G.)**

SCHEDULE – “F”

Request for Proposal: Inviting Expression of Interest cum Proposal for allotment of Plot for Development of Multipurpose Modern Warehouse in Sector – 1, in Naya Raipur – on Lease / Development Right.

1. SCHEDULE-F, PART -A- PARTICULARS OF THE PLOT

i. Details of the Project

S. No	Particulars of Project	Details
1	Total Site Area	28750 sq m

ii. Operation and Management requirements

- Operation, maintenance and management of entire project area including all structures, landscape, parking, boundary and all other infrastructure at own cost of licensee in all manner for license period term of 3.0 years extendable to another term of 3 years.
- NRDA shall not make any payment or fee to licensee for operation and management of Cremation and Burial Ground. The licensee has to born all the cost towards the operation and management of entire project facilities at its own cost.
- The licensee shall not allowed to charge any fee from the end users for the use Cremation and Burial Ground facility and infrastructure in any manner.
- All the required approval related to project delivery need to be secured in accordance to the prevailing norms of Town & Country Planning Directorate, NRDA, Chhattisgarh Environment Conservation and any other authorities, bodies, regulators, as may be applicable.
- The licensee is allowed to sale only those goods and material which are required for Cremation and Burial purpose in the project premises but cannot bound the end user for purchase of goods from project premises only. End user are free to bring all required goods and material for the purpose of cremation and burial on its own also.
- The licensee will maintain record book day wise record book for all cremation and burial of the project premises.
- The licensee will also manage security of entire project premises and deploy security guards.

2. SCHEDULE-F, PART-B - MINIMUM ELIGIBILITY CRITERIA & PAYMENT CONDITIONS

- a) The Applicant should be a single entity engaged in charitable work. The term Applicant used herein would apply to only a single entity.
- b) An Applicant may be a registered Charitable Trust under State/Indian Trust Act, Registered Charitable Society under any State / Central Society Act, or a Non Profit Company incorporated under section 8 of Indian Company Act, 2013 and created for the purpose of charitable works only.
- c) An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process as per the Clause 14 of this EOI document.

To be eligible for selection, an Applicant shall fulfil the following condition of technical eligibility:

A. Technical Qualification

1. For demonstrating technical capacity (the "**Technical Capacity**"), the Applicant shall have sufficient experience of carrying out charitable works in last 3 years (three) financial years preceding the bid due date.
2. Experience of operation and maintenance of Cremation Ground on Charity is desirable.

B. Required Documents in support of technical qualification :

Following documents are required to be submitted in support of the Technical criteria.

- a) Board resolution, authorizing the applicant to sign on behalf of the company / Trust / Society
 - b) Notarized Copy of Certificate of Incorporation issued by Registrar of Companies / certificate of registration of Trust / Society.
 - c) List of directors / trustees / members duly certified by the Statutory Auditor/ Chartered Accountant
 - d) list of shareholders with number of allotted shares duly certified by the Statutory Auditor/ Chartered Accountant
 - e) copy of its Memorandum and Article of Association / Trust Deed / Society Bylaws whichever is applicable
 - f) Copy of Certificate issued by Income Tax Department for Exemption under IT Act.
 - g) Audited Reports of last three financial years.
- i. **Documents in support of charitable works:**
- a) Notarized copy/ certificate(s) from respective Government Department / agency/ organization explaining the purpose, execution and completion of charitable work.
 - b) Notarized Self undertaking by the applicant along with the certificate issued by statutory auditor / Chartered Accountant for the expense made against the charitable works.

C. Evaluation Criteria :

The authority will evaluate the technical capacity of the application as per the below mention scoring criteria:

S.No.	Criteria	Maximum Marks	Supporting Document
1	Experience of Charitable Work <ul style="list-style-type: none"> · For education : 4 marks · For health / medical relief : 4 Marks · For relief of poverty : 4 marks · Any other charity work : 3 marks 	15	Notarized certificate as per Schedule F-Part B
2	Experience of operation and management of Cremation / Burial Ground <ul style="list-style-type: none"> · Experience of O&M of Cremation/ Burial Ground as Charity Work : 6 marks · Experience of O&M of Cremation/ Burial Ground on fee: 4 marks 	10	Notarized certificate as per Schedule F-Part B
3	Preparation by applicant on Proposed Operation and Management of Cremation and Burial Ground : <ul style="list-style-type: none"> · About the Organization, experience of Charitable work and O&M of Cremation and burial ground: 5 marks · Understanding of Project (Challenges and issues) : 5 marks · Proposed Operation and Management framework for next 3 years (Approach and O&M Plan) : 10 marks · Deployment of Human Resources along with deployment schedule : 5 marks 	25	Hard and Soft copy of presentation
	Total Maximum Marks	50	

1.2 Project Components

S.No.	Particulars	Details
1	Site Area	28750.0 Sqm
2	Total Built up area of all structures	1329.0 Sqm
3	Parking Area	1072.92 Sqm

Note: The detail area of all building blocks and other components of the project is provided in payout plan.

4. SCHEDULE-F, PART-D –OPERATION AND MANAGEMENT OBLIGATION:

A. Minimum Operation and Management Obligation:

- The licensee has to ensure operation, maintenance and management of all project facilities as per good industry practice for the entire license period of 3 years at its own cost. The project facility would include but not limited to all the structures, buildings, landscape, parking and all infrastructure. A illustrative list of main project components is provide in the table below:

S. No.	Project Components	Area (in sqm)
Cremation Ground Facility		
1	Administrative Block	216.20
2	Funeral Pyre	512.64
3	Utility Block	124.20
4	Meditation Block	162.00
5	Toilet Block	60.75
Burial Ground Facility		
1	Administrative Block	81.00
2	Meditation Block	81.00
3	Utility Block	41.56
4	Toilet Block	41.56
Parking Area		1072.92

- The Licensee shall secure all the required approvals permissions, NOC from the competent authority if required for the operation and management of the project.
- The Licensee shall follow all the terms and condition of License Agreement with respect to operation, maintenance and management of project.
- The licensee will maintain record book day wise record book for all cremation and burial of the project premises.
- NRDA shall not make any payment or fee to licensee for operation and management of Cremation and Burial Ground. The licensee has to born all the cost towards the operation and management of entire project facilities at its own cost.

B. Other Obligations

- The licensee shall not allowed to charge any fee from the end users for the use Cremation and Burial Ground facility and infrastructure in any manner.
- The licensee is allowed to sale only those goods and material which are required for Cremation and Burial purpose in the project premises but cannot bound the end user for purchase of

goods from project premises only. End user are free to bring all required goods and material for the purpose of cremation and burial on its own also.

5. SCHEDULE-F, PART-E- VALIDITY OF TENDER DOCUMENT

Validity of Tender Document: 120 days from the Eoi due date

6. SCHEDULE-F, PART-F- COST OF TENDER DOCUMENT

INR 5,000/ in the form of DD shall be made favoring "CEO, Naya Raipur Development Authority", payable at Raipur / Naya Raipur

7. Schedule-F, Part-G- Important Tender Dates

Last Date of submission of Tender	On or before 17 th January, 2017 up to 3.00 PM.
Date of opening of Technical Bid i.e. Envelope B	On 17 th January, 2017 at 3:30 PM

Cover Letter for Proposal Submission

(To be kept in Envelop B-on Bidders Letter Head)

Dated:

To

The Chief Executive Officer,
Paryavas Bhawan,
North Block, Sector 19
Naya Raipur - 492002

Sub: Expression of Interest for operation and management of Cremation and Burial Ground at Sector -24,
Naya Raipur on licensee basis

Dear Sir,

1. With reference to your Eol document dated, I/we, having examined the EOI Documents and understood their contents, hereby submit my/our Tender for the aforesaid Project. The Tender is unconditional and unqualified
2. All information provided in by **me/us is/are** true and correct. I/We undertake and confirm that, if any information is found to be false / misrepresented comes to the notice of NRDA at any stage, then it may take suitable action against as deemed fit by the NRDA.
3. I/ We acknowledge the right of the Authority to cancel the tender process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/ We certify that, I/We have not been barred or blacklisted by any Central and/or State Government in India **nor on defaulter list of any bank registered in India.**
5. I/ We declare that:
 - i. I/ We do not have any conflict of interest.
 - ii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the EOI document, in respect of any tender or request for Tender issued by or any agreement entered into with the NRDA or any other public sector enterprise or any government, Central or State; department and
 - iii. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/ We shall make available to the NRDA any additional information it may find necessary or require to supplement or authenticate the Tender.
7. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that we are not a Member or partner of a/ any other firm submitting a Tender for the Project
9. In the event of my/ our being declared as the successful Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided prior to the Tender Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same
10. I/We agree to keep this offer valid for "**Schedule F, Part-E**" days from the Eol Due Date specified in the Tender.
11. I/ We further certify that in regard to matters relating to Proposal and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/We agree and undertake to abide by all the terms and conditions of the tender document.

14. For Bidder who have **downloaded the documents directly from website**-- I/we am/are enclosing the declaration (Annexure – I) along with Tender cost in the form of DD as “**Schedule F, Part F**”.

I/we submit technical Proposal (Envelope-B) under and in accordance with the terms of the Tender

Date:

Place:

(Signature of the Authorised Signatory)
Name & Designation

Enclosure: (Envelope-B)

1. Power of attorney of signing of proposal (**Appendix-I**)
2. Cash receipt of tender sell (in case of Downloaded tender, tender cost in form of DD along with **Appendix-IV**).
3. All forms asked in the Eligibility Criteria as per “**Schedule-F, Part-B**”;
4. Tender document duly signed.

IMPORTANT INSTRUCTIONS TO BIDDER WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEBSITE

The Bidder who have down loaded the TENDERS from the web, should read the following important instructions carefully before actually quoting the rates and submitting the TENDER documents:-

1. The Bidder should see carefully and ensure that the complete TENDER document as per the index given.
2. The printout of TENDER document should be taken on A4 paper only and the printer settings etc are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
3. The Bidder should ensure that no page in the down loaded TENDER document is missing.
4. The Bidder should ensure that all pages in the down loaded TENDER document are legible and clear and are printed on a good quality paper.
5. The Bidder should ensure that every page of the downloaded TENDER document is signed by Bidder with stamp (seal).
6. The Bidder should ensure that the down loaded TENDER document is properly bound and sealed before submitting the same.
7. The Bidder shall furnish a declaration to this effect that no addition/ deletion/corrections have been made in the TENDER document submitted and it is identical to the TENDER document appearing on Web site.
8. The Bidder should read carefully and sign the declaration given on the next page before submitting the TENDER.
9. The cost of TENDER should be submitted along with the EMD as detailed in EOI.

CEO, NRDA

Appendix-I

**Power of Attorney for Signing of Proposal
(On Non Judicial Stamp Paper)**

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ Lead Member of our Consortium and holding the position of [_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for "**Operation and Management of Cremation and Burial Ground in Sector – 24, in Naya Raipur**", by the, (Naya Raipur Development Authority -NRDA) (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority

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

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

For _____
(Signature)

(Name, Title and Address) Witnesses: 1 2.

(Signature)
(Name, Title and Address of the Attorney)

Accepted [Notarised]

Notes:

- *Self-attested copy of Aadhaar card needs to be submitted by all the witnesses and the executor of this power of attorney*
- *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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

Appendix-II

DECLARATION for Downloaded Tender

(TO BE GIVEN BY THE BIDDER WHO HAVE DOWNLOADED THE TENDER DOCUMENT
FROM THE WEBSITE)

It is to certify that:

1. I / We have submitted the Tenders in the Performa as downloaded directly from the Website and there is no change in formatting, page numbering etc.
2. I / We have submitted tender documents which are same / identical as available in the website.
3. I / We have not made any modifications / corrections / additions /deletions etc. in the tender documents downloaded from web by me / us.
4. I / We have checked that no page is missing and all pages as per the index are available & that all pages of tender document submitted by us are clear and legible.
5. I / We have signed (with stamp) all the pages of the tender document before submitting the same.
6. I / We have sealed the tender documents by Wax /Adhesive tape properly before submitting the same.
7. I / We have submitted the cost of tender along with the EMD and all Credentials.
8. I / We have read carefully and understood the important instructions to all Bidders who have downloaded the Tenders from the web.
9. In case at any stage later, it is found that there is difference in my/our downloaded tender documents from the original, NRDA shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
10. In case at any stage later, it is found that there is difference in my/our downloaded tender documents from the original, the Tender / work will be cancelled and Earnest Money / Performance guarantee/ Security Deposit will be forfeited at any stage whenever it is so noticed. NRDA will not pay any damages to me / us on this account.

Dated:

Address:
Phone No:

(Bidder)
Sign with seal

GENERAL INFORMATION OF THE BIDDER

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the entity including details of its main lines of business and proposed role and responsibilities in this Project]:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint. Bidding Agreement, as envisaged in Clause 2.1.2(h) should be attached to the Proposal.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium {Refer Clauses under Schedule-F, Part-B - Minimum Eligibility Criteria & Payment conditions- Conditions of Consortium}
1.			
2.			

* The role of each Member as mentioned in Joint Bidding Agreement .

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Proposal.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Yours faithfully

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

FORM – II

TECHNICAL CAPACITY OF THE BIDDER

[Refer to Clauses Schedule-F, Part-B (Technical Capacity)]

Name of the Bidder / Applicant firm:

Details of charitable Work:

Area (Village /district / State) of Charitable Work

Number of beneficiaries

Benefit to beneficiaries from the charitable work:

Impact on society due to the charity work

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Notes –

- 1. Use the above format for providing details of single charitable work and use seprate sheet to provide the details of each charitable work separately.**
- 2. Provide Notarized copy/ certificate(s) from respective Government Department / agency/ organization explaining the purpose, execution and completion of charitable work.**
- 3. Provide Notarized Self undertaking by the applicant along with the certificate issued by statutory auditor / Chartered Accountant for the expense made against the charitable works.**



NAYA RAIPUR DEVELOPMENT AUTHORITY
Paryavas Bhawan, North Block, Sector 19
Naya Raipur, 492002 (C.G.)
T: 0771-2511500 , F: 0771-2511400
Website: www.nayaipur.gov.in