

Request for Proposal, January 2017

Operation and Management of 8 numbers of shops at
Ekam Path (Central Boulevard) in Naya Raipur on License Basis



Issued by:
Naya Raipur Development Authority, North Block, Paryavas Bhavan,
Sector 19, Naya Raipur - 492002

Press Note

PRESS NOTE (2nd Call)



RFP for Operation and Management of 8 number of shops at Ekatm Path (Central Boulevard) in Naya Raipur on License Basis

NIT No:274/R-23/PRJ/NRDA/2016, Naya Raipur Dated: 16/01/2017

Sealed tenders are invited from eligible bidders in NRDA or in appropriate class in other depts. for the above work. **Tender document fee is INR 5,000 with EMD of INR 50,000.** Eligibility and qualification criteria are available in the detailed NIT. Detailed NIT & tender document can be downloaded from the website www.nayaraipur.gov.in. Date of pre-bid meeting is on **19.01.2017** and last date of submission is by **15.00hrs on 24.01.2017**. 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

Chhattisgarh T: +91.771.251.2500

NAYA RAIPUR - MERA RAIPUR

Chief Executive Officer

8cm (w) x 6cm (h)

Important Dates

1	Date of Pre- bid Meeting	19 th January,2017
2.	Last Date for Submission of Bid (Bid Due Date)	24 th January, 2017 before 3:00 PM
3.	Date of Opening of Technical Proposal	24 th January, 2017 at 3:30 PM
4.	Date of Opening of Financial Proposal	Shall be intimated later

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) 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 RFP and such other terms and conditions subject to which such information is provided.

This RFP 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 RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP (the “**Bid**” or “**Proposal**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way 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 RFP.

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder, 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	RFP for Development of Multipurpose Modern Warehouse, Sector 1, Naya Raipur, Chhattisgarh
2.	Tender issued by	Naya Raipur Development Authority (NRDA)
3.	License Period	One (1) year from the date of Execution of License Agreement extendable to another fixed term of one (1) year only
4.	Cost of RFP Documents	INR. 5,000.00 (Five Thousand) in form of DD
5.	Earnest Money Deposit	INR. 50,000.00 (In Words INR Fifty thousand only) in the form of DD
6.	Date of Pre-bid meeting.	19 th January, 2017 at 12:00 PM at 3rd Floor Conference Room of NRDA office
7.	Last date and time of Submission of bid	Up to 3:00 P.M. on or before 24 th January, 2017
8.	Opening of Technical Bid.	3:30 P.M. on 24 th January, 2017 in the office of the NRDA
9.	Opening of Financial Bid	Time & Date will be announced only after evaluation of Technical Bid.
10.	Place of obtaining RFP 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.
11.	Email for Correspondence	psc1@nayaraipur.com , ceo@nayaraiur.com ,

REQUEST FOR PROPOSAL

NAYA RAIPUR DEVELOPMENT AUTHORITY

Request for Proposal for

Operation and Management of 8 (eight) number of shops at Ekatm Path (Central Boulevard) on license basis for fixed term of one (1) year extendable to another fixed term of one (1) year in Sector-19, Naya Raipur

1. Sealed tenders are invited for Operation, maintenance, marketing and transfer of 8 number of shops at Central Boulevard on license basis at Sector, 19 of Naya Raipur (the Project). As per Minimum Eligibility Criteria given in Schedule “F”, Part – “B”
The details of shops are as follows –

S. No	Particulars	Details
1.	Number of Shops	8.0
2	Built up area of one Shop (in Sq.mts)	30.80
3	Total Area offered on license for 8 shops (in Sqmts)	246.40
4	Location	Sector 19
5	EMD (in Rupees)	50,000.00 (Fifty thousand only)
6	Cost of Tender Document (in Rupees)	5000.00 (Five thousand only)

2. The indicative site plan of Central Boulevard along with shops are attached at **Schedule “F”, “Part A”**.
3. The important dates are given below –

Last Date of receipt of tenders	24th January, 2017 up to 3.00 pm
Date of opening of Technical Bid i.e Envelop B	24th January, 2017 at 3.30 pm
Date of opening of Financial Proposal	Will be intimated

4. **Invitation of Tender and Direction**

- a. NRDA invites Tender for Operation and management of 8 number of shops at Ekatm Path (Central Boulevard) on license basis for a fixed term of one (1) year extendable to another fixed term of one (1) year. The details are as per “**Schedule-F ,Part-A**”
- b. The layout plan along with cluster of shops offered on license is attached at “**Schedule-F, Part-A**”

5. The scope of work will broadly include operation and management of the project. The Bidder shall have the Obligations as per “Schedule-F Part-D”.

6. **Earnest Money Deposit (EMD)**

- i. The tender should necessarily be accompanied by Earnest Money Deposit for an amount as mentioned in “**Schedule-F, Part-E**” by way of a Demand Draft in favour of “**CEO, Naya Raipur Development Authority**”, payable at Raipur by any Nationalized / Scheduled bank

- payable at Raipur / Naya Raipur.
- ii. Tender without EMD shall be summarily rejected.
 - iii. If the Tender is not accepted the amount of EMD shall be refunded but no interest on it shall be payable.
 - iv. EMD of the unsuccessful Bidder shall be returned within a period of **four (4) weeks** from the date of the allotment letter by the Successful Bidder. EMD submitted by the Successful Bidder shall be adjusted in the license fee of the project.
 - v. EMD shall be forfeited in the following cases:
 - a. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
 - b. If the successful Bidder fails to deposit the due amount of the license fee within the stipulated time or any extension thereof granted by NRDA.
 - c. If the Tenderer fails to furnish the performance security within specified time limit
 - d. If the successful tender fails to execute and register the License agreement within the stipulated time or extension thereof, if any granted by NRDA.

7. Validity of Tender

Tender shall remain valid as per the “**Schedule-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.

8. Payment of License Fee & Schedule-

- i. After approval of the tender with or without negotiation, as the case may be a Notice of Award (NoA) shall be issued.
- ii. The successful Bidder shall deposit amount as per “Schedule-F, Part-B (Section C - Payment Condition)” within 15 (Fifteen Days) days of issue of the Notice of Award (NoA), failing which the NoA shall be annulled and the earnest money shall be forfeited and appropriated by NRDA.
- iii. The Lessee shall also submit performance security by way of Bank Guarantee (**Appendix V**) as per **Schedule-F, “Part-B (Section D “Performance Security”)**, at the time of the signing of License Agreement.
- iv. The successful bidder shall execute and sign the License Agreement within 15 (Fifteen days) days from the issue of the NoA at its own cost, bearing all the expenses on stamp and stamp duty after payment of License fee, and any other charge which is applicable at the time of the signing of License Agreement. In the event the successful Bidder fails to deposit the amount or fails to sign the agreement within the stipulated period NRDA shall have right to forfeit the EMD and cancel the allotment.
- v. In the event the successful Bidder fails to deposit the amount or fails to sign the agreement within the stipulated period NRDA shall have right to forfeit the EMD and cancel the allotment.
- vi. The possession of project shall be handed over to the Licensee within 7 days of the signing of the License Agreement.
- vii. The payment schedule of the License Premium shall be as per “Schedule-F , Part-B” (Section C “Payment Condition”)
- viii. **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://nayaraipur.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.

- ix. The Tender shall comprise the following:
- **Envelope “A”** -It will contain **Envelop “B” (Technical Proposal) & Envelop “C” (Financial 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 Chief Executive Officer, Naya Raipur Development Authority from any Nationalized /Scheduled Bank payable at Raipur.
 - ii. The Bank Draft for Cost of the Tender document payable to the Chief Executive Officer, Naya Raipur from any Nationalized /Scheduled Bank payable at 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 RFP. 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 RFP and the original RFP issued by the Authority, the latter shall prevail.
 - **Envelope “C” (Financial Proposal) - It will contain Financial Proposal**

9. 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

10. 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.

11. Selection of Successful Bidder:

- i. 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. **The envelope C - "Financial Proposal"** shall be kept sealed for opening at a later date.
- ii. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP.
- iii. 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.
- iv. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection criteria set out in Schedule F, Part B.
- v. After the technical evaluation, the Authority shall shortlist qualified Applicants in terms of **Schedule F, Part B** who are eligible for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Technical Selection Process.

SELECTION OF BIDDER

- vi. Subject to the provisions of Clause 11, the Bidder whose Bid is adjudged as responsive in terms of RFP condition and **Schedule F, Part B** and who quotes the **Highest License Fee**, over and above of **Reserve License Fee as mention in Schedule F, Part A**, offered to the Authority 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.
- vii. In the event that two or more Bidders quote the same amount of License Fee (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.
- viii. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- ix. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 11 (viii) the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Highest 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.
- x. 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 7 (seven) 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.
 - xi. After acknowledgement of the NOA as aforesaid by the Selected Bidder, it shall cause the License to execute the License Agreement within the period prescribed in Clause 8. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

12. Dates of opening of tender:

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

13. 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.

14. Conflict of Interest and Disqualification

- 14.1 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.

14.2 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 License 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 License Agreement, then notwithstanding anything to the contrary contained herein or in the NOA or the License 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 License 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.

15. 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.

16. 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://nayaraipur.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 Tender.

- 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 payment of License Fee and before signing the License Agreement:**
If the Bidder fails to register the License Agreement within one month from issue of NoA or within the extended period thereon by authority, The authority has right to cancel the allotment and forfeit the paid license fee and EMD submitted by the selected bidder.
- iv. **For the stage after signing of License Agreement** - The cancellation shall be governed as per License Agreement.

17. **Mortgage & Sub license of Shops**

The Licensee shall not be entitled to mortgage of sub license the licensed property or any part of it with any scheduled Bank or any financial institution in any manner.

18. **General Terms and Conditions**

- i. The terms and conditions based on which the Bidder is selected for allotment of project shall be an integral part of the License Agreement.
- ii. The Licensee shall be responsible for obtaining at his cost all the statutory approvals/ permits/ License/ permission as required for the operation, maintenance and management of the project at his own cost as required under the applicable laws.
- iii. Licensee shall during the period of License, pay all rates taxes and all other charges due and becoming due in respect of the project thereupon.
- iv. The operation, maintenance and management of the project will be governed by the terms and condition of License agreement

19. **License Period and License Fee**

- i. Project shall be transferred on license basis for a fixed period of 1.0 year extendable to another term of fixed 1.0 year only. After completion of the license period or termination of agreement as per the terms and condition of License Agreement before completion of license period, the license project property and its possession will be automatically comes in hand of Authority.
- ii. The licensee shall be liable for penalty and other legal measures by Authority as per the terms and condition of License Agreement in the event of delay or any other breach in transfer of the property by licensee to the authority as per the clause 19 (i) above.
- iii. The Licensee shall pay the entire License Fee upfront before the signing of License Agreement by way of a Demand draft or pay order in favor of the Lessor on a nationalized/scheduled bank having a branch at Raipur.

20. **Schedule F**

- **Part-A** – “Project Details”,
- **Part-B** - “Minimum Eligibility Criteria“ & “Payment Conditions “,
- **Part-C** - “Site layout plan along with typical shop plan”
- **Part-D** - “Operation and Management Obligation”,
- **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 Request for proposal for Operation, maintenance, management of 8.0 number of shops of Central Boulevard on License Basis for a fixed period of 1.0 year extendable to another term of 1.0 year only in Sector – 19, in Naya Raipur – on License Right

1. SCHEDULE-F, PART –A : Project Details

i. Details of the Project

Particulars of Project	Built up Area of One Shop (in Sq.mts)	Total Built-up area of Shops (in Sq.mts)	Reserve License Fee (in Rs / Square Meter / Month)
Operation, maintenance and management of 8 numbers of shops of Central Boulevard	30.80	246.40	75.50

Note: The Project Area is tentative and can be increased or decreased up to 10% at the time of handing over of possession

ii. Details of the Project

- I. Operation, maintenance and management of licensed shops in all manner for license period term of 1.0 year.
- II. 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.

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

- a) The Applicant should be a single entity. The term Applicant used herein would apply to only a single entity.
- b) An Applicant may be a natural person, private entity, trust or government owned entity.
- 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 RFP document.

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

A. Technical Qualification Criteria

For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have Minimum average Annual Turnover of INR 10.0 lakh (Rupees ten lakh only) in Eligible Projects for past three years preceding the Bid Due Date.

(Eligible Projects for purpose of evaluation: Business of catering, retail, hotels, restaurants, shopping center, shopping mall, cafés, takeaways, mobile food stands, canteens, clubs lodging, event planning and management, theme parks. This sector also covers a wide range of organizations offering food services, management of meetings and events, entertainment and recreation)

B. Financial Capacity:

The Bidder shall have a minimum average Annual Turnover (the "Financial Capacity") of INR 10.0 lakh (Rupees ten lakh) from the activities mentioned above in technical capacity in the last financial years preceding the Bid Due Date.

Required Documents:

Following documents are required to be submitted in support of the Minimum Eligibility criteria. (In case of consortium the Applicant shall furnish the below documents for all the consortium members)

- i. **(Form-I)** In case of tender by a **company** the following documents are required to be submitted:
 - a) Board resolution, authorizing the applicant to sign on behalf of the company
 - b) Notarized Copy of Certificate of Incorporation issued by Registrar of Companies.
 - c) list of directors 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
- ii. **(Form-I)** In case of a tender by a **partnership firm** all the partners are required to sign the tender document and the enclosures. In case the documents mentioned above are not signed by all the partners but signed by only one partner, necessary authorization letter from all the other partners should be enclosed. The following documents should be enclosed:
 - a) Certified copy of duly registered partnership deed
 - b) Notarized copy of Certificate issued by the Registrar of firms.
- iii. The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years immediately preceding the Bid Due.
- iv. Bidders must provide the necessary information relating to Technical Capacity and Project-specific information and evidence in support of its claim of Technical Capacity, as per **(Form-II supported**

by Form V .The experience should be supported by Government Agency or any other competent authority w.r.t. projects specified in Clause 2 (a) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

- v. Certificate(s) from its chartered accountant/ statutory auditors specifying the **Average Annual Turnover in last three years of the Bidder** as at the close of the preceding financial year w.r.t fulfilling eligibility criteria “**2.C**” above.**(Form-III)**

C. Payment Conditions:

S. No	Payment as % of Land premium	Payment Schedule
1	100% of the accepted License Premium (less the amount of EMD)	within 15 (Fifteen) days of issue of the Notice of Award (NoA)

D. Performance Security:

- i. Prior to the execution of License Agreement for the Project, the Successful Tenderer shall submit Performance Security of INR 1,00,000 (Two lakh only) by way of Demand Draft in favour of “CEO, Naya Raipur Development Authority”, payable at Raipur. The said Performance Security should be valid throughout the license period and 120 days thereof.
- ii. In case the Successful Tenderer fails to furnish the Performance Security within the Specified time limit the performance security shall be increased by 5% after every fortnight maximum up to two fortnights. In case the Successful Tenderer fails to furnish the Performance Security within two such fortnights, the EMD so deposited by the Successful Tenderer shall be forfeited and Successful Tenderer shall have no claim whatsoever in this regard.

3. Schedule-F, Part-C- Layout Plan and Details

3.1 Layout Plan



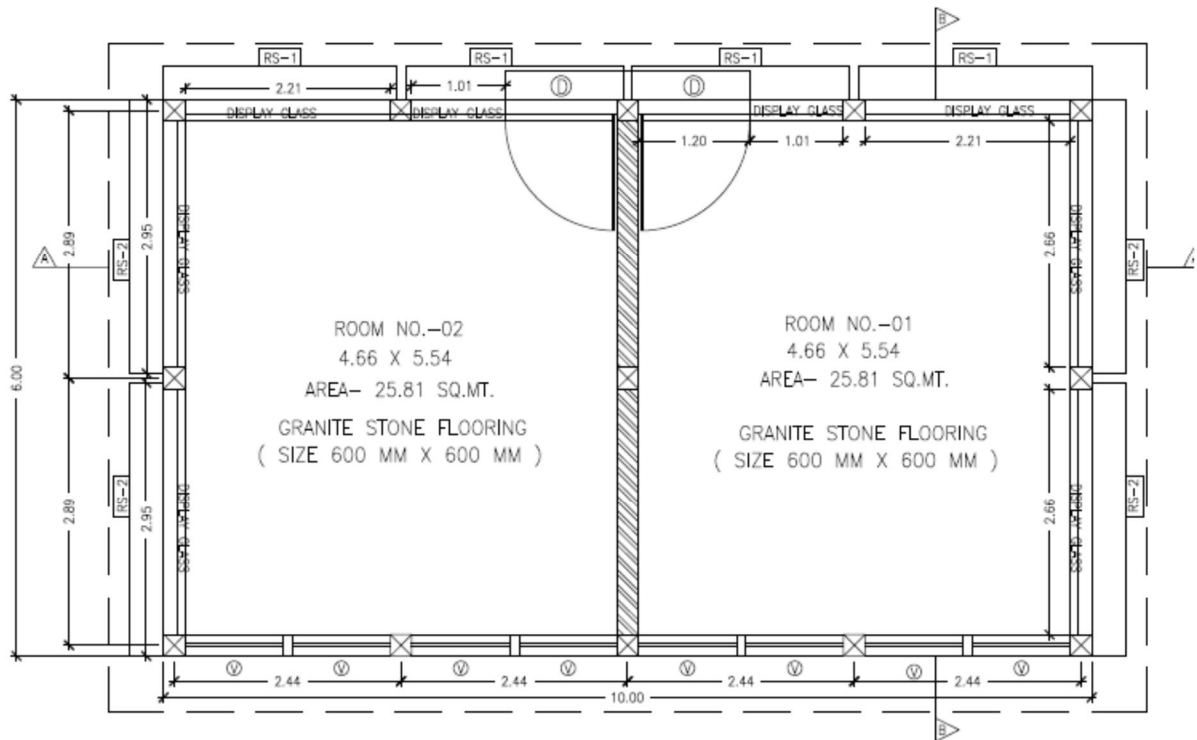
3.2 Details of Shops

- Total Built Up Area of One Shop : 30.80 Square meter
- Total Built Up Area of 8 shops : 246.40 Square meter
- Cluster and Number of Shop offered on License Basis:

Cluster 1	Shop No 1 & Shop No 2 as per above plan
Cluster 2	Shop No 15 & Shop No. 16 as per above plan
Cluster 3	Shop No 5 & Shop No 6 as per above plan
Cluster 5	Shop No 9 & Shop No 10 as per above plan

Note: The Cluster, Shop Number and Location shown in above table and map is tentative and can at the time of handing over of possession by authority.

3.3 Typical Layout Plan of one cluster of two shops



4. Schedule-F, Part-D –Operation and Management Obligations:

A. Minimum Operation and Management Obligation:

The operation and maintenance has been made in a way to ensure smooth and safe operation of all licensed shops as per the provision of License Agreement

- i. The Licensee shall secure all the required approvals permissions, NOC from the competent authority **within one months from the date of execution of License Agreement**
- ii. The Licensee shall follow all the terms and condition of License Agreement with respect to operation and management of project. This shall include but not limited to:
 - Operations of shops as per the permitted activity as mentioned in Schedule F, Part D (B) below and its maintenance along with 3.0 meters of surrounding area from all side of the shops.
 - Ensure safety and security of shops as per good industry practice.
 - Cleaning and management of solid waste generated due to operation of shops.
 - Deployment of staff and its management as per the provision of License Agreement and prevailing laws of Central and State Government.

B. Permissible Shops in Project

- i. The Licensee shall cater only to the below listed types of shops:

Permission operation of shops in project
1. Fast Food Shops: Burger, Pizza, Chinese, Indian Snacks
2. Bakery Shops
3. Coffee shops
4. Ice cream Shop
5. Gift Shops
6. Art and Handicraft Shops
7. Stationary Shops
8. Garment
9. Any other shops with prior approval of Authority

- ii. The licensee shall use only the microware and induction cooker for preparation and heating of food items. Use of Commercial Gas and electric heater is strictly prohibited in the project premises.

5. Schedule-F, Part-E- Earnest Money Deposit (EMD)

S.No	EMD Details	
i.	EMD Amount (In the form of Demand Draft)	INR 50,000 (Fifty thousand only)
ii.	Validity of Tender	60 Days
iii.	Validity of EMD	Validity of Tender + 30 days

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

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

Date of Pre-bid meeting	On 19 th January, 2017 at 12:00 P.M
Last Date of submission of Tender	On or Before 24 th January,2017 up to 3.00 PM
Date of opening of Technical Bid i.e. Envelope B	On 24 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: Request for Proposal for Operation, Maintenance and Management of shops of Central Boulevard at Naya Raipur on license

Dear Sir,

1. With reference to your Tender document dated, I/we, having examined the RFP 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. In such case the EMD or BG, if any shall stand forfeited and will have no claim whatsoever.
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 RFP 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. The **License Fee** has been quoted by me/us (**Envelope-C**) after taking into consideration all the terms and conditions stated in the Tender and the draft Agreement.
11. I/We agree to keep this offer valid for "**Schedule F, Part-E**" days from the Tender Due Date specified in the Tender.
12. 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.
13. 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.
14. The Bid security (EMD), and cost of tender is attached as per the "**Schedule F, Part-E & Part-F**".
15. I/We agree and undertake to abide by all the terms and conditions of the tender document.
16. In case my Tender is not accepted then my EMD submitted in the form of

DD: - may kindly be sent to my bank directly, details are given below

Name as per Bank record	:
Account No	:
IFCS code	:
Bank Name and address	:

17. 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) and financial Proposal (Envelope-C) under and in accordance with the terms of the Tender

Date:

Place:

(Signature of the Authorised Signatory)
Name & Designation

Enclosure: (Envelope-B)

1. EMD in the form of DD
2. Power of attorney of signing of proposal(**Appendix-I**)
3. Cash receipt of tender sell (in case of Downloaded tender, tender cost in form of DD along with **Appendix-II**).
4. All forms asked in the Eligibility Criteria as per "**Schedule-F, Part-B**"; **Form-I, Form-II, Form-III, Form- IV**
5. 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 RFP.

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, Maintenance and Management of shops of Central Boulevard in Sector – 19, 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

FORM - I

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:

Yours faithfully

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

Place: Name and seal of the Bidder/ Lead Member

TECHNICAL CAPACITY OF THE BIDDER

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

Name of the Bidder / Applicant firm:

Project Number **	Name of Eligible Project	Experience (Equivalent Rs. Lakhs)			Total turnover from individual project (in lakh)
		Annual Turnover from Project from activities specified in Schedule F Part B			
		FY 2013-14	FY 2014-15	FY 2015-16	
1					
2					
3					
4					
Total Turnover from Projects					

** Refer form-IV giving details of individual projects as per project number. Add more rows if necessary in the above table.

Enclosures –

1. The names and chronology of Eligible Projects included in Form II should be in-line with the project wise details submitted in Form V
2. Notarized certificate from the client for successful completion of the project (The certificate from the client should clearly set out the name of the project, activities undertaken under the scope of services, and fees per year / value of services per year. Projects without proof of experience shall not be considered for evaluation.)
3. In case the Fee per year / value of services per year from the Project is not set out in the certificate from the Client, the bidders can submit a certificate from Statutory Auditor indicating the same.

Yours faithfully,

Date: (Signature of the Authorized signatory)

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

Form III

FINANCIAL CAPACITY OF THE BIDDER
(On Letterhead of the Bidder/Lead Member of the Consortium)

(Refer to Schedule F Part B)

Name of Applicant	Annual Turnover from activities specified in Schedule-F Part B (in Rupees Lakh)			
	FY 2013-14	FY 2014-15	FY 2015-16	Total

Signature _____

Name & Designation of Authorized Person

Company Seal

Company:

Date:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years 2013-14, 2014-15 and 2015-16. The financial statements shall:
 - a) reflect the financial situation of Bidder
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. **Each member** of Bidder shall provide an Auditor's Certificate as below specifying the Average Annual Turnover and Net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.

FORM - IV

LIST OF ELIGIBLE PROJECTS

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

Name of the Bidder / Applicant firm: _____

Project Number:

Parameters	Particulars of the Project
Title of the Project	
Category (Business of catering / hotels /restaurants, shopping center / shopping mall / cafés, takeaways / mobile food stands / canteens, clubs lodging / event planning and management / theme parks	
Turnover from activities specified in Schedule F, Part B (A) (in Rs Lakh): i. FY 2013-14 ii. FY 2014-15 iii. FY 2015-16	
Year-wise (b) payments made for development of Eligible projects	
Entity for which the project was operated	/
Location	
Details of eligible project	
Date of Commencement of contract	
Date of Completion/commissioning	

Yours faithfully,

Date: _____ (Signature of the Authorized signatory)

Place: _____ (Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Form. The projects cited must comply with the eligibility criteria specified in Schedule F, Part B of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Proposal. Bidders should also refer to the Instructions below.

2. For a Bidder, the Project numbers would be 1, 2, 3, 4 etc.
3. A separate sheet should be filled for each project.
4. Bidders are required to produce client certificates, invoices, order letter, completion certificates etc. to substantiate the experience demonstrated.

Envelope - C

Financial Proposal

APPENDIX-III

Financial Proposal

Request for Proposal for Operation and Management of shops at Ekatam Path (Central Boulevard) at Sector – 19, Naya Raipur on license basis for a fixed period of one (1) year extendable to another fixed term of one (1) year only.

1. I Shri/Smt/Ms_____S/D/W/o_____duly authorized by _____ Partnership Firm/ Private / Public Limited Company to submit this Tender, here by submit the Tender in the form of the License Fee specified in the table below for Allotment of 8.0 numbers of shops of Central Boulevard for Operation, Maintenance and Management in Sector 19 of Naya Riapur for a period of one (1) year only.

2.

Particulars	Total Area of Shops offered on license (in square meter)	Reserve License Fee (in Rs / Square Meter / Month)	Offered Tendered License Fee (in INR / Sq. meter / Month)	
			INR In Figure	INR. In Words
Tendered License Fee for Operation, Maintenance and Management of 8.0 numbers of Shops at Central Boulevard in Sector 19, Naya Raipur	246.40	75.50		

3. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all terms and provisions of the said condition of the allotment set forth in the Tender document or in default, thereof to forfeit earnest money & pay to the NRDA the sums of money mentioned in the said condition.
4. A separate sealed **Envelope 'B'** duly super scribed containing in the form as **Earnest money** the full value of which is to be absolutely forfeited to the NRDA without prejudice to any other rights or remedies of the NRDA.
5. If I/We fail to deposit License Fee and within 15 (Fifteen) days of the of issue of Notice of Award or to execute the License Agreement within the time specified in the tender document notice, the authority is free to cancel the allotment and forfeit the EMD as per the terms and condition of RFP document.

Signature of Witness

Dated - / /2017

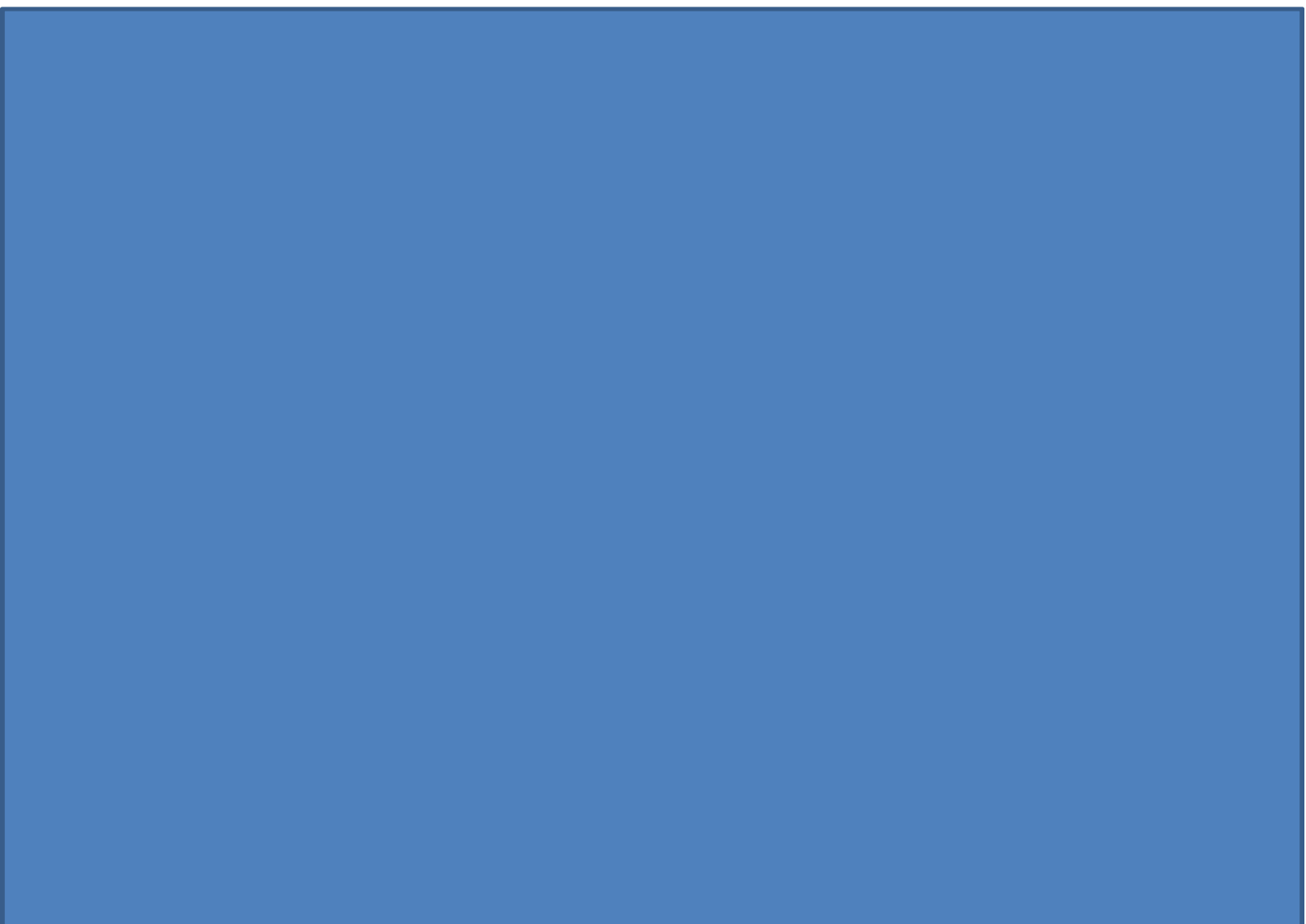
Name:

Signature of the Authorized Signatory

Dated - / /2017

Address of the Witness

Occupation of the Witness



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