

SECOND CALL

REQUEST FOR PROPOSAL, AUGUST 2016


Allotment of Plot for development of International School



SECTOR – 24, NAYA RAIPUR, CHHATTISGARH



Press Note

REQUEST FOR PROPOSAL (2nd Call)		 nayarapur नया रायपुर	
Allotment of Plot for International School in the Sector- 24 in Naya Raipur.			
RFP No. 4601/R-02/PRJ/NRDA/2016, Naya Raipur		Date:16/08/2016	
NRDA invites proposals from eligible bidders for allotment of plot for International School.			
Plot Size Sq. m (Approx)	Upset Price Per Sqm (INR)	Permissible FAR	EMD (INR Lakhs)
40,000	1	1.2	20
Date of Pre-Bid Meeting		30/08/2016 at 12:00 P.M	
Last Date of Submission of Tender		20/09/2016 by 3:00 P.M	
Date of Opening of Technical Bid		20/09/2016 at 3:30 P.M	
The Pre-qualification criteria and other details could be seen in the RFP Document. The RFP documents can be downloaded from www.nayaraipur.gov.in . 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	

Important Date

1.	Date of Pre-Bid Meeting	30-08-2016 at 12:00 P.M
2.	Last Date of Submission of Tender	20-09-2016 Up to 3:00 P.M
3.	Date of Opening of Technical Tender i.e. Envelop B	20-09-2016 at 3:30 P.M

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ABOUT NAYA RAIPUR

Government of Chhattisgarh (GoCG) has decided to develop a City named "Naya Raipur" near the present day Capital City of Raipur for the State Capital functions supported by all other function required for sustainable city such as physical and social infrastructure, residential, institutional commercial and industrial developments.

Naya Raipur Development Authority (Hereinafter referred to as NRDA) is a special area development authority established by GoCG under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 for development and administration of Naya Raipur.

NRDA is developing Naya Raipur as per the provision of the "Naya Raipur Development Plan - 2031". As a part of development, plots / parcels of land are being allotted for different uses including those for School under the provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008." The development and construction on the land shall be governed by the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, Naya Raipur Development Plan 2031 and "Chhattisgarh Bhumi Vikas Niyam 1984" as applicable from time to time.

DISCLAIMER

- I. The tender document contains two volumes:

Volume -I	Request for Proposal
Volume -II	Draft Lease Cum Development Agreement

- II. The information contained in the Tender document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the NRDA or any of their employees or advisers, is provided to Tenderers on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.
- III. Though adequate care has been taken in the preparation of this Tender Document, the Tenderer should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Chief Executive Office, Naya Raipur Development NRDA (NRDA) immediately before the tender due date. If no intimation is received by the NRDA within the date, it shall be deemed that the Tender is satisfied that the Document is complete in all respects.
- IV. The Tender Document is not an agreement and is neither an offer nor invitation by the NRDA to the prospective Tenderers or any other person. The purpose of the Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender Document. The Tender Document includes statements, which reflect various assumptions and

assessments arrived at by the NRDA in relation to the Tender.

Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. The Tender Document may not be appropriate for all persons, and it is not possible for the NRDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the Tender Document. The assumptions, assessments, statements and information contained in the Tender Document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the Tender Document and obtain independent advice from appropriate sources.

- V. Information provided in the Tender Document to the Tenderers 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 NRDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- VI. The NRDA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer 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 the Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Document or arising in any way in this Selection Process.
- VII. The NRDA also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Tenderer upon the statements contained in the Tender Document.
- VIII. The NRDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the Tender Document.
- IX. The issue of this Tender Document does not imply that the NRDA is bound to select a Tenderer or to appoint the Successful Tenderer

for the Development work and the NRDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Request for Proposal
For
Allotment of Plot for International School in Sector - 24, Naya Raipur
(On Lease)

1. Sealed tenders are invited for allotment of Plot for International School in the Sector- 24, Naya Raipur. As per Minimum Eligibility Criteria given in Schedule “F”, Part – “B”

The details of Plot are as follows:

1.	Plot Size (Approx.)	40,000 Sq. m (9.8 acre)
2.	Upset Price (Per Sq. m)	INR 1
3.	Location	Sector 24
4.	Land Use	Public & Semi Public (PSP)
5.	Permissible FAR	1.2
6.	EMD	INR 20 Lakh
7.	Cost of Application Form	INR 5000/-

2. The indicative site plan is attached at **Schedule “F”, “Part A”**. Allotment of Plot for International School in the Sector-24, as per the provision of the “Naya Raipur Development Plan - 2031” which can be downloaded from the website www.nayaraipur.gov.in
3. The important dates are given below –

Date of Pre-Bid Meeting	30-08-2016 at 12:00 PM
Last Date of submission of Tender	20-09-2016 by 3:00 PM
Date of opening of Technical Tender i.e. Envelope B	20-09-2016 at 3:30 PM
Date of Presentation	Will be intimated to the Qualified Tenderers only
Date of opening of Financial Tender	Will be intimated to the Shortlisted Tenderers only

4. **Invitation of Tender and Direction**
- NRDA invites Tender for the work .The details are as per “**Schedule-F ,Part-A**”
 - The site plan along with the broad development control parameters is attached at “**Schedule-F, Part-A & C**”
5. **Development, Operation and maintenance Obligations (Essential Facilities): The Tenderer shall have the Obligations as per “Schedule-F Part-D”.**
6. **Earnest Money Deposit (EMD)**
- The tender should necessarily be accompanied by Earnest Money Deposit for an amount as set out in “**Schedule-F , Part-E**” in the form of a Demand Draft in favor of Chief Executive Officer, Naya Raipur Development Authority.
 - Tender without EMD shall be summarily rejected.
 - If the Tender is not accepted the amount of EMD shall be refunded but no interest on it shall be payable.
 - EMD of the unsuccessful person shall be returned within a period of **four (4) weeks** from the date of receipt of acceptance against issued NoA from the Successful Tenderer.
 - The EMD submitted by the Successful Tenderer shall be adjusted in the premium of the land;
 - EMD shall be forfeited in the following cases:
 - If any information or document furnished by the Tenderer turns out to be misleading or untrue in any material respect; and
 - If the successful Tenderer fails to deposit the due amount of the premium within the stipulated time or any extension thereof granted by NRDA.
 - If the Tenderer fails to furnish the performance security within specified time limit

- d. If the successful tender fails to execute the Lease cum Development Agreement within the stipulated time or extension thereof, if any granted by NRDA

7. Validity of Tender

Tender shall remain valid as per **Schedule-F “Part E”** from the TENDER due date and in the event of the Tenderer 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 Premium & 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 Tenderer shall deposit amount as per **Schedule-F, “Part-B (Section C “Payment Condition”)** “ within **45(Forty Five)** 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 successful Tenderer shall execute and sign the Lease cum Development Agreement within 45 (Forty Five) days from the issue of the NoA at its own cost, bearing all the expenses on stamp duty after payment of land premium, registration charges, cost of map and any other charge which is applicable at the time of the signing of Lease cum Development Agreement. In the event the successful Tenderer 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
- iv. 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 Lease cum Development Agreement.
- v. The possession of land shall be handed over to the Successful Tenderer **within 15 days** of the signing of the Lease cum Development Agreement.
- vi. The physical possession of the plot shall be handed over to the lessee after signing of the Lease cum Development Agreement & 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.
- vii. The payment schedule of the land 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://nayaipur.gov.in>, The cost of Tender document shall be as per **“Schedule-F, Part-F”** (non-refundable). The Tender will be submitted in **Single Envelopes "A"**. The Tenderer is required to provide all the information/document as per prescribed Tender format. NRDA shall consider only those Tenders that are received within the 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) & Envelop “C” (Financial Proposal)**
Envelope “B” (Technical Proposal) - will contain
 - i. The Bank Draft for EMD payable to the Chief Executive Officer, Naya Raipur Development Authority in any Nationalised /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 Nationalised /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 and APPENDIX-II.**

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

- v. Joint Bidding Agreement set out in **APPENDIX-III**
- vi. Documents in support of eligibility criteria as per “**Schedule-F Part-B**”
- vii. Whole Tender document (**Volume-I & II**) Duly signed and page numbered
Envelope “C” (Financial Proposal) - It will contain Financial Tender

9. Sealing and Marking of Tender Documents

- i. The TENDER shall be typed or written in indelible ink and each page shall be initialled by the authorized signatory having Power of Attorney. All the alterations, omissions, additions, or any other amendments made to the TENDER shall also be initialled by the person(s) signing the TENDER.
- ii. Each of the envelopes, both outer and inner, must be superscripted with the following information:
 - a. Name & address of Tenderer
 - 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, Mantralaya,
Naya Raipur - 492002 (C.G.)
Phone: (0771) – 2511500 Fax: (0771) – 2511400
E-mail: - ceo@nayarapur.com, psc1@nayarapur.com

10. Opening of Tender

The Chief Executive Officer or any officer authorised 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 Tenderer:

- a) Tenderer's meeting the eligibility criteria shall be marked on the basis of Qualification Criteria mentioned in Schedule-F, Part-B (C);
- b) Only those Tenderers who score at least 70 % marks out of 80 marks in criteria 1 to 7 of table in **Schedule-F, Part-B(C) (the Qualification Criteria)** will be “Qualified Tenderers” and shall be invited for making presentation to the committee appointed by NRDA.
- c) As part of the presentation such Qualified Tenderers shall present project concept as per criteria 8 of **Schedule-F, Part-B(C) (the Qualification Criteria)**
- d) The committee shall assign score to each Tenderer based on the presentation. This score shall be added to the previous score obtained as per 11 (b) above of each presenting Tenderer to arrive at final score for each Tenderer.
- e) The minimum qualifying score is 70 % marks out of 90 marks.
- f) Only top three Applicants / Institutions obtaining the highest marks (minimum qualifying score is 70 % of 90 marks) in the qualification criteria shall be the “**Shortlisted Tenderers**” and shall be further considered for Financial Tender evaluation; They will be ranked as Q1, Q2 and Q3 in decreasing order based on the marks obtained on the Qualification Criteria.
- g) Amongst the top three Shortlisted Tenderers, the Tenderers shall be ranked H1, H2, H3 etc. in decreasing order based on the Financial Tender as per Appendix V of the RFP. The highest Financial Tender Quote submitted by H1 shall be announced the Successful Tenderer
 - i **Q1- The shortlisted tenderer scoring highest marks on the Qualification Criteria; Q2- The shortlisted tenderer scoring second (2nd) highest marks on the Qualification Criteria; Q3- The shortlisted tenderer scoring third (3rd) highest marks on the Qualification Criteria**
 - ii **H1- The shortlisted tenderer who has submitted the highest financial Quote as per Appendix V; H2- The shortlisted tenderer who has submitted the second (2nd)**

highest financial Quote as per Appendix V; H3- The shortlisted tenderer who has submitted the Third (3rd) highest financial Quote as per Appendix V

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 Tenderer shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Tender Process. Any Tenderer 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 Tenderer’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. Such Tenderer (or any constituent thereof) and any other Tenderer (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Tender or a constituent thereof in the other Tenderer(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- ii. A constituent of such Tenderer is also a constituent of another Tenderer; or
- iii. such Tenderer has the same legal representative for purposes of this Bid as any other Tenderer; or
- iv. Such Tenderer has a relationship with another Tenderer, 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 Tenderers; or
- v. Such Tenderer has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

14.2 A Tenderer 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 Tenderer in any manner for matters related to or incidental to such Project during the Tender Process or subsequent to the (i) issue of the LOI 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 LOI 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 LOI 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 Tenderer or Lessee for the same.

15. **Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Tenderers shall not be disclosed to any person who is not officially concerned with the process or is RFP No. 4601/R-02/PRJ/NRDA/2016

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 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://nayaraipur.gov.in> and which shall not be published in newspaper/s.

- i. **For the stage before issue of NoA (Notice of Award)** -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 6.0 and Para 8.0** of the Tender
- iii. **For the stage after Premium payment and before registration of deed-** If the Tenderer fails to sign the Lease cum Development Agreement within three months from issue of NoA the additional premium of **2% of the land premium** shall be levied. The cancellation process may be taken as per "*The Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008*". In case of cancellation the EMD shall be absolutely forfeited and balance amount shall be refunded without any interest.
- iv. **For the stage after Signing of Lease cum Development Agreement-**The cancellation shall be governed as per the terms & conditions of Lease cum Development Agreement.

15. Mortgage

The Successful Tenderer shall be entitled to mortgage the Land as per applicable laws of Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008 with any Nationalised Bank or Financial Institution with prior approval of NRDA and subject to the conditions that the first charge shall always be with NRDA.

16. Lease Period and Rent

The land shall be transferred on lease hold rights for a period of 30 years on payment of annual lease rent @ 2% & Applicable Taxes and on such other terms and conditions laid down in Bhumi Vyayan Niyam 2008. The right of renewal of lease shall be for each term of thirty years for two such terms subject to an increase of maximum 100% of the annual lease rent and applicable taxes prevailing at that time for each renewal, as decided by the Authority.

17. Due diligence by Tenderers

Bidders are expected to be fully conversant about the assignment and the local conditions before submitting the Bid by paying a visit to the Project Site, and sending written queries to the NRDA. The document can be downloaded from the Official Website of the NRDA.

18. GENERAL TERMS AND CONDITIONS

- i. The terms and conditions based on which the Tenderer is selected for allotment of land shall be an integral part of the Lease cum Development Agreement.
- ii. The Successful Tenderer 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. The Successful Tenderer during the Lease period shall pay all rates taxes and all other charges due and becoming due in respect of the land and on property thereupon.

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

- iv. The development and construction on the plot will be governed by the provisions of Naya Raipur development plan 2031, Naya Raipur Urban Design guidelines, and Bhumi Vikas Niyam 1984 in force at that time.
19. **Schedule-“F”**
- **Part-A** – “Details of Project ”,
 - **Part-B** - “Minimum Eligibility Criteria“ & “Payment Conditions “,
 - **Part-C** - “Site plan along with the broad development control parameters”
 - **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”
20. **Draft Land Lease cum Development Agreement — (Volume- II)**

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

Schedule –“F”

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

Tender: Request for Proposal for allotment of Plot for International School in Sector-24 of Naya Raipur –on Lease

1. Schedule-F, Part -A- Details of Project

i. Particulars of the Plot

Details of Project

Particulars	Area	Upset Price per Sq. m
Plot for International School Project in Sector-24 in Naya Raipur	Approx. 40,000 sq. m (9.8 Acre)	INR 1/-

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

If the successful Tenderer has expansion plans there will be a provision of additional 10 acers of land earmarked for this purpose in the vicinity of the current plot; the land can be provided on request raised (within one year from the signing of Lease cum Development Agreement) by the successful Tenderer of International project and land shall be provided on rate prevailing at that time for the Public & Semi Public (PSP) land use category, subject to approval from the Authority as per provisions of "Chhattisgarh Vishesh Kshetra (Achal Sampatti ka Vyayan) Niyam, 2008."

ii. Particulars of Project

The Government of Chhattisgarh intends to allot a plot for establishing an International School in Sector 24 of Naya Raipur.

2. Schedule-F, Part-B - Minimum Eligibility Criteria & Payment conditions

A. Eligible Agencies:

- The Applicant may be a single entity or a group of entities (called the "Consortium"), coming together to implement and operate the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- An Applicant may be an Individual, Private Entity, Trust, Society or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a consortium.

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

B. Eligibility Criteria for the Tenderers:

Condition 1: The Applicant is a Single Entity

i. Technical Capacity¹:

¹ Technical Capacity: In addition to the eligibility criteria which is the bear minimum criteria under RFP No. 4601/R-02/PRJ/NRDA/2016

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- (a) The Applicant should have experience of operating and managing a School with affiliation from Cambridge International Examinations (CIE) or International Baccalaureate (IB) at least at Secondary Level (VI to X) or Senior Secondary level (XI - XII), for the past three academic years; and
- (b) Affiliation with at least CBSE or CISCE for the remaining classes (as applicable per condition (a), for the last three academic years

The details of the eligible schools which the Applicant has considered to meet above mentioned Technical Capacity shall be provided as per **Form II**

ii. Financial Capacity:

- (a) The Applicant shall have minimum Net Worth (the "Financial Capacity") of INR 10 Crore (Ten Crore) as per the financial statement at the close of the preceding Financial Year - **2014-15** (a certificate from Chartered Accountant in support of this should be furnished)

AND

- (b) The Applicant shall have an average annual Turnover (the "Financial Capacity") of INR. 40 Crore (Forty Crore) in the last 3 Financial Years (**2012-13;2013-14; 2014-15**)

Condition 2: The Applicant is a Consortium

- i. **Technical Capacity** and **Financial Capacity** shall remain same as mentioned above in case of Consortium :

Conditions for consortium

- a. The number of members in a consortium shall not be more than 3(Three)
- b. Subject to the provisions of clause (a) above, the Tender should contain the information required for each member of the Consortium.
- c. Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**").The nomination(s) shall be supported by a registered or notarised Power of Attorney, as per the format at Appendix-II, signed by all the other members of the Consortium.
- d. A member of a particular Tender Consortium cannot be member of any other Tender Consortium applying for qualification for the Project;
- e. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-III (the "Joint Bidding Agreement"), for the purpose of submitting a Tender.
- f. In Case, Tenderer doesn't have required Technical Capacity, the applicant shall include a partner (O&M Partner) who meets the required Technical Capacity; If selected all the members of the consortium shall enter into a legal Agreement to operate and manage the school for at least Nine (9) years (**the "Lock-in Period"**) from the date of execution of lease agreement.

Technical Capacity mentioned above, any applicant having experience of operating and managing a school with affiliation from International board(s) (CIE, IB or combination of both), at all the three levels mentioned in **Schedule-F, Part -A- Details of Project (ii) for the past three academic years shall also be an eligible applicant**

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- g. In the event of change of control of a **consortium** member whose Technical Capacity and/or Financial Capacity was taken into consideration for the purpose of short-listing and pre-qualification under and in accordance with the RFP, after the Lock-in Period, the Tenderer shall be deemed to have the knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and upon receiving prior written consent/ approval from the authority control of the consortium member can be changed by replacing the existing partner/s / member/s with equal or higher credentials as per the Technical and Financial capacity mentioned in the RFP. **However, the consortium members cannot be changed during the construction period and Lock-in Period;**
- h. The Tender should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- i. At least 50% of the required Financial Capacity shall be met by Lead Member of the Consortium.

Note:

- **Please note such Individual, Private Entity, Trust, Society, Company who have already been allotted land in Naya Raipur for establishing Educational Institutions shall not be eligible to participate in the Tender process for the International School Project**

Documents Required:

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 as applicable as per the Technical and Financial Capacity criteria mentioned in the tender document:

- Applicant should furnish certificate of affiliation supporting the fact that the school has been affiliated from at least International Baccalaureate (IB) or Cambridge International Examinations (CIE) as per conditions mentioned under Technical Capacity (a) and furnish certificate of affiliation supporting the fact that the school has been affiliated from at least CBSE or ICSE as per conditions mentioned under Technical Capacity (b) for past three Financial Years, Urban Local Body/Municipal Corporation and/or Occupancy Certificate or commencement of operations certificate from any government department/organisation in relation to an International School/copies of the land Lease cum Development Agreement on which the International School is established or any other proof from a government authority evidencing the existence of the International School, specifying the period of operation of the International School
- Applicant should have Net worth and Turnover Certificate from Statutory Auditor to fulfil the Financial Capacity criteria

C. Qualification Criteria:

S. No.	Qualification Criteria	Marks (Max 90)	*** Required Documentary Evidence
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Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

S. No.	Qualification Criteria	Marks (Max 90)	*** Required Documentary Evidence
1	Student Teacher Ratio of any one eligible school till last academic year More than 25:1- 0 marks Between 15:1 and 25:1- 10 marks Between 10:1 and 15:1- 15 marks Less than 10:1- 20 Marks	20	Supporting Documents and Undertaking from the Principal of eligible school
2	Average marks scored by students appeared in IB – Diploma Program or Cambridge A Level (equivalent to 12 th standard) in any one eligible school operated/ managed by the applicant for the last 3 academic years Percentage of students who secured over 85 % Marks 20 % of Students- 8 Marks 20% to 40% of students- 10 marks More than 40% of Students- 15 Marks (Total strength of students to be mentioned)	15	Supporting Documents and Undertaking from the Principal of the eligible school
3	Total Number of students passed from one of the eligible schools and who studied in foreign universities as of 31 March 2016 More than 20 and less than 40 Students- 8 Marks More than 40 and less than 75 Students- 10 Marks 75 Students and above - 15 Marks	15	Supporting Documents and Undertaking from the Principal of eligible school
4	Average years of experience of Teachers in any one eligible school managed/operated by applicant Less than 3 Years- 0 Mark 3 Years and less than 6 years- 5 Marks More than 6 Years- 10 Marks	10	Supporting Documents and Undertaking from the Principal of eligible school
5	Number of eligible schools operated and managed by the applicant Two Eligible Schools – 5 Marks Three and more than three eligible schools- 10 Marks	10	Original Copy of school prospectus for the current year and copy of affiliation certificate issued by relevant board for each eligible school

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

S. No.	Qualification Criteria	Marks (Max 90)	*** Required Documentary Evidence
6	Participation of any of the eligible schools operated/Managed by applicant in International Exchange Program or Activities in the last three academic years If Yes – 5 Marks No – 0 Marks	5	Copy of Exchange Program Agreement or any other relevant supporting document
7	Number of eligible schools operated and managed by the applicant with residential facility within the school campus One school with residential facility- 2 Marks More than 1 school with residential facility– 5 Marks	5	Approval /Building plan layout or any relevant certificate issued by municipal corporation or appropriate authority from concerned Government department
8	Presentation to NRDA which shall include broad sketch of the proposed International School plan: 1) Project Concept: (6 Marks) a) Number of boards to be offered on campus within first eight (8) years and proposed plan for obtaining affiliation with the International boards in line with the time period mentioned in the RFP b) Proposed Technology Integration plan d) Proposed built up area of construction e) Teacher: Student Ratio at full capacity f) Activity wise implementation plan with time line 2) Proposed Investment: (2 Marks) a) Proposed gross capital investment in Buildings, Furniture, Fittings and Fixtures along with lab, sports and bus facilities b) Proposed Budget for Teacher's Training in first three years 3) Past Experience: (2 Marks) Past experience of operating and managing schools with International Affiliations a) Technology Integration	10	Presentation by Tenderer

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

S. No.	Qualification Criteria	Marks (Max 90)	*** Required Documentary Evidence
	b) Average Teacher: Student Ratio b) Sports Infrastructure c) Lab/Library and other facilities c) Tie ups with International Universities d) List of distinguished Alumni at National level in the field of Academics, Sports, Arts and Other Pursuits e) Achievements and accolades won by the school		

Note: A self-certified copy of supporting documents and undertakings against each of the selection parameters will have to be submitted by the applicant.

***** Notarised copy of requisite documents towards proof of experience is mandatory to consider an experience for evaluation. All the self-certified documents considered while evaluating the eligibility criteria and qualification criteria will be uploaded on NRDA's official website. Also, the applicants will have to submit the soft copy of all the self-certified documents and undertakings in a CD.**

Definition: Eligible School shall mean the schools which are being operated and managed by the applicant and meets the Technical Capacity Criteria mentioned in the RFP

Qualified Tenderer shall mean the Tenderers obtaining scores at least 70% marks out of 80 marks assigned under Qualification Criteria (C) 1 to 7 parameters.

- a) Only those Tenderers "Qualified Tenderers" who score at least 70 % marks out of 80 marks under the Qualification Criteria 1 to 7 of table mentioned above will be invited for making presentation to the committee appointed by NRDA.
- b) As part of the presentation such Qualified Tenderers shall present project concept as per criteria 8 of **Schedule-F, Part-B(C) (the Qualification Criteria)**
- c) The committee shall assign score to each tenderer based on the presentation. This score shall be added to the pervious score (on criteria 1 to 7 of **Qualification Criteria mentioned above**) of each presenting Tenderer to arrive at final score for each Tenderer.
- d) The minimum qualifying score is 70 % marks out of 90 marks.
- e) Only top three Applicants / Institutions obtaining the highest marks (minimum qualifying score is 70 % marks out of 90 marks) in the qualification criteria shall be the "**Shortlisted Tenderers**" and shall be further considered for Financial Tender evaluation;

Financial Tender

The Shortlisted Tenderers shall mean top three (3) tenderers who have obtained highest marks (minimum qualifying score is 70 % marks out of 90 marks) of the qualification criteria (C) 1 to 8 parameters.

- 1. Financial Tender of the Shortlisted Tenderers (top 3) shall be eligible for financial Tender opening process and rest will not be considered for the further process.

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

- h) Amongst the top three Shortlisted Tenderers, the Tenderers shall be ranked H1, H2, H3 etc. in decreasing order based on the Financial Tender as per Appendix V of the RFP. The highest Financial Tender Quote submitted by H1 shall be announced the Successful Tenderer

Example: A total of 10 tenderers submitted their proposal for the school project and 5 of them have obtained minimum qualifying marks i.e. 70% marks and above out of 90 marks allocated to different parameters under the qualification criteria (C) 1 to 8 and following marks were obtained by these 5 eligible tenderers-

Tenderer A-65 Marks; Tenderer D-75 Marks; Tenderer E-80 Marks; Tenderer F-83 Marks; Tenderer H- 85 Marks;

Only top three tenders shall be declared as the shortlisted tenderers and shall participate in the Financial Tender process namely, **Tenderer H-85; Tenderer F-83; Tenderer E- 80;**

Please Note: If two tenderers have obtained same marks and have been ranked at third position then both such tenderers would be eligible to participate in the Financial Tender process.

Payment Conditions:

S. No	Payment as % of Land Premium	Payment Schedule
1.	100% of the accepted Land premium (less the amount of EMD)	within 45 (Forty Five) days of issue of the Notice of Award (NoA)

D. Performance Security:

- a. Prior to the execution of Lease cum Development Agreement for the International School project, the Successful Tenderer shall submit Performance Security of INR 3,20,00,000 (Three crore and twenty lakh only) by way of an irrevocable Bank Guarantee issued by Nationalised Bank or Scheduled Bank in the prescribed format (**Schedule IV - Volume II Lease cum Development Agreement**). The said Performance Security should be valid through the commencement of operations as mentioned under **Schedule-F, Part-D - Minimum Development Obligations** and 180 days thereof
- b. **In case of Consortium:** The successful tenderer shall provide to the Authority, 30 (thirty) business days prior to the end of term mentioned above in (a), a fresh irrevocable and unconditional guarantee from a Nationalised Bank or Scheduled Bank in a prescribed format for a sum equivalent to INR 50 lakh (Fifty lakh) in the form set forth in **Schedule IV-Volume II Lease cum Development Agreement (the "Performance Security for Lock-in Period")**. Lock-in Period shall be for nine (9) years from the date of execution of lease agreement.
- c. 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- The broad development control parameters and Site Plan

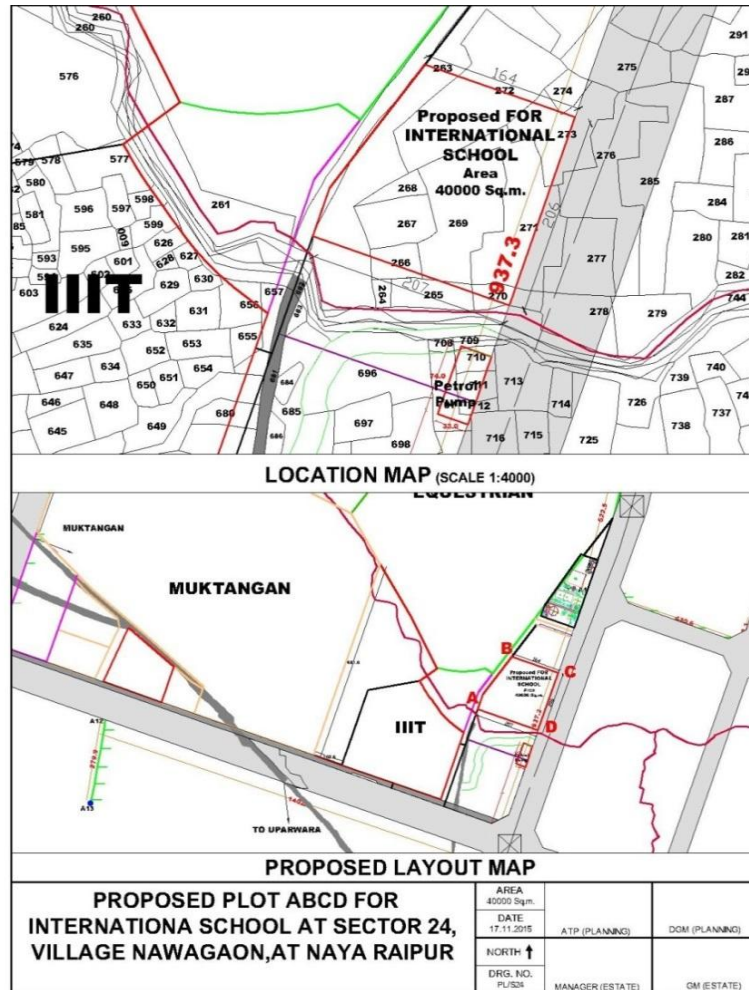
(i) Development Control Parameters

S.No.	Development Control	Parameter
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Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

1	Land use	Public & Semi Public (PSP)
2	Maximum Ground Coverage	30%
3	Maximum FAR	1.2
4	Maximum Height	15m

(ii) Site Plan



4. Schedule-F, Part-D - Minimum Development Obligations:

4.1 Development Period & Milestones:

The development milestone has been made in a way to ensure completion of International School Project within 3 years of signing of Lease cum Development Agreement.

- i. The Successful Tenderer shall submit applications along with all the required documents seeking necessary approvals, permissions, license, NOC from the competent authority **within six months from the date of signing the Lease cum Development Agreement.**

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

- ii. The Successful Tenderer shall construct minimum 15% of maximum permissible Built-up area², **within one year from the date of signing Lease cum Development Agreement (Construction stage will be certified by NRDA)**
- iii. The Successful Tenderer shall complete construction of remaining built up area of school building in all respect and commence operations of school within three (3) years from the date of execution of Lease cum Development Agreement. The Lessee shall also complete internal infrastructure development within the said period.
- iv. Scheduled Project Completion Date: Means the last day of 36 (Thirty Six) months starting from the date Lease cum Development Agreement was signed between NRDA and successful Tenderer or the date on which NRDA handed over possession of land to the Successful Tenderer, whichever is later

The lessee shall commence and complete the development and or construction works for which the land has been granted, by obtaining development and/ or building permission as the case may be, within the time specified in the RFP/Lease cum Development Agreement or any extension provided by NRDA under this clause. **The amount of surcharge levied on lessee shall be on the prevailing land rate at that time for the Public & Semi-Public (PSP) land use category and not on the concessional premium of INR 1 per Sq. m**

- a) Where the lessee does not obtain the permission of development and/or building construction as the case may be within the time specified by the Authority, the extension in time to commence and complete the development and/or construction may be granted by the Chief Executive Officer, on payment of following surcharge by the lessee

Block of time Extension	Period of Extension	Amount of surcharge as Percentage of the Land rate prevailing under PSP land use category at that time
First	Twelve months or part thereof	20% (Twenty)
Second	Twelve months or part thereof after the First extension of time	25% (Twenty five)
Third	Twelve months or part thereof after the Second extension of time	30% (Thirty)
Fourth	Twelve months or part thereof after the Third extension of time	35% (Thirty Five)
Fifth	Twelve months or part thereof after the Fourth extension of time	40% (Forty)

Provided that the extension in time shall be granted for Twelve months or its part at one time and such extension shall be granted maximum for five years.

- b) Where the development and/or construction, as the case may be is commenced by the lessee as per terms of agreement after obtaining development and/or building construction permission but fails to complete the work due to unavoidable circumstances, the extension in time for the completion of work may be granted by the Chief Executive Officer on payment of the following surcharge by the lessee –

² **Built up area- The total built-up area of the project shall be as per the plan approved by the Authority. The percentage of work completion mentioned under Schedule-F, Part-D - Minimum Development Obligations is linked to the built-up area approved by the authority**

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

Block of time extension	Period of time	Amount of surcharge as Percentage of the Land rate prevailing under PSP land use category at that time
First	Twelve months or part thereof	5% (Five)
Second	Twelve months or part thereof after the First extension of time	7% (Seven)
Third	Twelve months or part thereof after the Second extension of time	10% (Ten)

Provided that the extension in time shall be granted for Twelve months or its part at one time and such extension shall be granted maximum for three years.

If the lessee fails to achieve development milestone as mentioned in the tender document and even after the extension period sanctioned by the Authority as mentioned in the above tables namely (a) and (b), then as penalty the lessee shall have to pay the land rate prevailing during that time for Public & Semi-Public land use category for an area of approx. 40,000 Sq. m and the concessional upset price i.e. INR 1 /- per Sq. m will stand cancelled.

4.2 Milestones under Operations and Management Period

The operation period milestone has been made in a way to ensure the timelines for commencing operations at School and obtaining affiliation within stipulated time period (maximum 8 years from the date of commencement of first academic year)

- I. The International School in Naya Raipur with the affiliation from International boards (IB or CIE or combination of both) at all three levels combined shall be a semi residential or residential school with minimum capacity of 500 students'. The minimum capacity of 500 students shall be attained within 10 years from the date of commencement of first academic year
- II. The residential facility should have provision to accommodate at least 20% of the minimum student capacity (500 students studying IB/CIE curriculum)
- III. The school institution shall obtain affiliation with International Board/s (IB or CIE or combination of both) at all three levels starting from K to 12 within the specified timelines mentioned in the below table:

Levels	Timeline to Obtain Affiliation with the International Board/s
Level I (K to 5 th)	Within 4 years from the commencement of First Academic Year
Level II (6 th to 10 th)	Within 6 Years from the commencement of First Academic Year
Level III (11 th to 12 th)	Within 8 Years from the commencement of First Academic Year

- IV. The School Institution can manage and operate school with affiliation from CBSE/CISCE (National board/s) along with the International board as per the conditions mentioned in this RFP. However, the applicant cannot apply for "composite approval" with chosen National Board which means affiliation for Class I to X or I to XII with CBSE/CISCE since inception. The applicant can apply for affiliation for IX and XI standard with CBSE/CISCE only when the school management of the Project has obtained affiliation with international board/s at the prescribed levels mentioned below:

Condition for taking affiliation with National Board (CBSE/CISCE) for starting IX and XI (9th and 11th) standard
When the affiliation with IB/CIE is obtained at level II (6 th to 10 th) only then school management can make application for obtaining affiliation at IX with CBSE/CISCE
When the affiliation with IB/CIE is obtained at level III (11 th to 12 th) only then school management

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

can make application for obtaining affiliation at XI with CBSE/CISCE

If the lessee fails to obtain affiliation with either IB or CIE within the stipulated time period mentioned above, then as penalty the lessee shall have to pay the land rate prevailing during that time for Public & Semi-Public land use category for an area of approx. 40,000 Sq. m and the concessional upset price i.e. INR 1 /- per Sq. m will stand cancelled.

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

- i. **EMD Amount** : INR 20 Lakh-/ (Twenty Lakh only) in the form of DD
- ii. **Validity of Tender** : 120 days
- iii. **Validity of DD** : Validity of Tender + 60 days

6. Schedule-F, Part-F- Cost of tender Document

The cost of tender document viz. INR 5,000/- has to be submitted by way of Demand Draft (DD) favouring "CEO, Naya Raipur Development Authority", payable at Raipur.

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

Date of Pre-bid meeting	30-08-2016 at 12:00 PM
Last Date of submission of Tender	20-09-2016 by 3:00 PM
Date of opening of Technical Tender i.e. Envelope B	20-09-2016 at 3:30 PM
Date of Presentation	To be intimated to Qualified Tenderers
Date of opening of Financial Tender	Will be intimated to the shortlisted Tenderers only

**Cover Letter for Tender Submission
(To be kept in Envelop B)**

(On Tenderers Letter Head)

Dated:

To

The Chief Executive Officer,
Naya Raipur Development Authority, North Block
Paryawas Bhawan, Sector-19
Naya Raipur – 492002
Chhattisgarh

Sub: Tender for Allotment of Plot for International School in Sector-24, Naya Raipur

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 Tender 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 and **not 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. I/We certify that in the last three years, I/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 I/we am/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 Tenderer, 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 **Land premium** 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.

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

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 tender 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 Tender 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 a. 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 Tenderer 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 Tender (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. Power of attorney for Lead Member of Consortium (**Appendix-II**)
4. Joint Bid Agreement – (**Appendix-III**)
5. Cash receipt of tender sell (in case of Downloaded tender, tender cost in form of DD along with **Appendix-IV**).
6. All forms asked in the Eligibility Criteria as per “**Schedule-F, Part-B**”; **Form-I, Form-II, Form-III**
7. Tender document with Draft Agreement duly signed.

IMPORTANT INSTRUCTIONS TO TENDERER WHO HAVE DOWNLOADED THE TENDERDOCUMENT FROM WEBSITE

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

1. The Tenderer 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 Tenderer should ensure that no page in the down loaded TENDER document is missing.
4. The Tenderer 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 Tenderer should ensure that every page of the downloaded TENDER document is signed by Tenderer with stamp (seal).
6. The Tenderer should ensure that the down loaded TENDER document is properly bound and sealed before submitting the same.
7. The Tenderer 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 Tenderer 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

**Power of Attorney for Signing of Tender
(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 tender for "**Allotment of Plot for International School Project in Sector-24, Naya Raipur**", by the, (Naya Raipur Development Authority -NRDA) (the "Authority") including but not limited to signing and submission of all applications, Tender 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 Tender, 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, lay 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 Tenderer 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.*

**POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(On Non Judicial Stamp Paper)**

Whereas the _____ (“the Authority”) has invited applications from interested parties for the **Allotment of Plot for International School Project in Sector-24, Naya Raipur** (the “Project”).

Whereas, _____, _____, _____and _____ (collectively the “Consortium”) being Members of the Consortium are interested in tendering for the Project in accordance with the terms and conditions of the Request For Proposal (RFP), Draft Lease cum Development Agreement and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Tender for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20XX

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

JOINT BIDDING AGREEMENT (BY MEMBER OF CONSORTIUM, IN CASE OF CONSORTIUM)

(To be executed on Stamp Paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20XX

AMONGST

1. {..... (Name of Entity), a company incorporated under the Companies Act, 2013 / a trust registered under "The Indian Trusts Act 1882" / a society registered under" Societies registration act, 1860"} and having its registered office at (Hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... (Name of Entity), a company incorporated under the Companies Act, 2013 / a trust registered under "The Indian Trusts Act 1882" / a society registered under" Societies registration act, 1860" } and having its registered office at (Hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... (Name of Entity), a company incorporated under the Companies Act, 2013 / a trust registered under "The Indian Trusts Act 1882" / a society registered under" Societies registration act, 1860"} and having its registered office at (Hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, and THIRD PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

(A) The Naya Raipur Development Authority, represented by its CEO and having its principal office at First Floor, Utility Block, Capitol Complex, Sector -19, Mantralaya (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the "**Applications**") by its Request for Proposal No. dated(the "RFP") for short-listing of bidders "**Allotment of Plot for International School Project in Sector-24, Naya Raipur**" (the "Project").

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate under The Indian Companies Act, 2013 /The Indian Trusts Act 1882 / The Societies registration act, 1860 for entering into the Agreement with the Authority and for performing all its obligations as the Selected Entity in terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Agreement when all the obligations of the Consortium shall become effective;

Party of the Second Part shall be; and}

Party of the Third Part shall be

If selected all the parties of this consortium will have to get into a legal Agreement to operate and manage the school for at least Nine (9) years from date of execution of lease agreement (the “Lock-in Period”). Controls of the consortium cannot be changed during the construction period and Lock-in Period.

4.1 Role of the Technical Partner

Following can be an indicative role of technical partner which may include following but will not be limited to roles & responsibilities mentioned below:

- a) Preparation of Detailed Project Report in line with the criteria and specifications mentioned in the tender document within the stipulated time line per the RFP
- b) Preparation of full development plan and budget, Organization set up
- c) Develop curriculum in line with the project particulars mentioned in the RFP
- d) Develop school policy manuals and procedures to support operation of school
- e) Develop detailed timelines, comprehensive development plan and 5 year strategic financial plan
- f) Assistance to obtain statutory approvals, affiliation and accreditation status with concerned government departments and International as well as National boards in line with the specifications mentioned in the RFP respectively
- g) Preparation Master planning and architecture, marketing strategy to acquire talent and students
- h) Recruitment and student development
- i) Identify and procure supplies required to provide world class education
- j) To make the international school operational by obtaining affiliation with IB or CIE and CBSE or CISCE per the combination designed in line with the project particulars mentioned in the RFP

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the bidding process is completed under and in accordance with the terms and conditions mentioned in the RFP. All the members of this consortium shall enter into a legal agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre- qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the EMD by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:
RFP No. 4601/R-02/PRJ/NRDA/2016

SIGNED, SEALED AND DELIVERED
SECOND PART

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

For and on behalf of
FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
FIFTH PART

For and on behalf of
SIX PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

DECLARATION for Downloaded Tender

(TO BE GIVEN BY THE TENDERER 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 Tenderers 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:

(Tenderer) Sign with seal

GENERAL INFORMATION OF THE TENDERER

a.	Name of the Tenderer	
	Address of the Registered Office/ Corporate office and its Branch office(s), if any	
	Telephone / Mobile No.	
b.	1) Year of Establishment 2) Year of commencement	
c.	Legal status of the applicant (attach copies of original document defining the legal status) 1) A Trust or Society 2) A proprietary firm 2) A firm in partnership 3) A limited company or Corporation /Consortia	
d.	Date & Place of Incorporation /Registration	
e.	Any other information considered necessary but not included above	
2.	Details of the Authorised Signatory of the entity for the point of contact / communication for the NRDA	
a.	Name of the Authorized Signatory	
b.	Designation	
c.	Firm/ Company/ Address	
d.	Telephone Number	
e.	Mobile No.	
f.	E-mail address	

Note: The above details mentioned in section1 of Form 1 shall be furnished by individual applicant and by each member of the Consortium

Mandatory Enclosures:

Notarised copy of certificate of incorporation

LIST OF INTERNATIONAL SCHOOL PROJECTS

(With affiliation from at least –Cambridge International Examinations (CIE) or International Baccalaureate (IB) for last three academic Years)

(Separate form shall be furnished for each eligible school)

Name of the Tenderer / Applicant firm:

S.no	Experience and Eligibility Parameters	Tick the category your eligible school fulfils	Page No. of respective enclosures
1	Name of School		
2	Board/Affiliation details		
3	Entity of the school being run (Trust, Society, Sec 8 company etc. Others- Please Specify)		
4	Location of School		
5	Year and Month of Commencement of Operation		
6	Student Teacher Ratio of any one eligible school till last academic year (Total strength of students and teachers)	More than 25:1- 0 Between 15:1 and 25:1 Between 10:1 and 15:1 Less than 10:1 [Total Strength of Students:] [Total Strength of Teachers:]	
7	Average marks scored by students appeared in IB – Diploma Program or Cambridge A Level (equivalent to 12 th standard) in any one eligible school operated/ managed by the applicant for the last 3 academic years (Total strength of students to be mentioned)	Percentage of students who secured over 85 % Marks 20 % of Students 20% to 40% of students More than 40% of Students [Total strength of students -]	
8	Total Number of students passed from one of the eligible schools and who studied in foreign universities as of 31 March 2016	More than 20 and less than 40 Students More than 40 and less than 75 Students	

Request for Proposal, Allotment of Plot for International School in Sector-24, Naya Raipur

		75 Students and above	
9	Average years of experience of Teachers in any one eligible school managed/operated by applicant	Less than 3 Years 3 Years and less than 6 years More than 6 Years	
10	Number of eligible schools operated and managed by the applicant	Two Eligible Schools Three and more than three eligible schools	
11	Participation of any of the eligible schools operated/Managed by applicant in International Exchange Program or Activities in the last three academic years	Yes No	
12	Number of eligible schools operated and managed by the applicant with residential facility within the school campus	One school with residential facility More than 1 school with residential facility	

Note:

- a) The Applicant or its Affiliates claiming Eligible Experience is a consortium then the 50 percent of the financial capacity mentioned in the RFP shall be met by the lead member of the consortium; or
- b) In case the Applicant claiming Eligible Experience is a Trust or a Society or a Section 8 Company then the ownership of the Eligible Project(s) and the tuition fee from the Eligible Project should accrue to the Applicant; or
- c) In case the Applicant is a natural person, then the ownership of the Eligible Project(s) and the tuition fee from the Eligible Project should accrue to the Applicant;

Signatures of the Tenderer
(Name & Designation of the Authorized Signatory
For and on behalf of the Tenderer)

Place:

Date:

Note:

- **Separate sheet(Form III) shall be filled for each Project (eligible School)**
- Notarised copy of requisite documents towards proof of experience is mandatory to consider an experience for evaluation. Please ensure to mention the page no of the attached requisite documents corresponding to the parameters in the above format (Form II)

Definition: Eligible School/ Eligible Project shall mean the schools which are being operated and managed by the applicant that meets the Technical & Financial Capacity Criteria mentioned in the RFP

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

(Refer to Schedule-F, Part-B 2 (ii)- Financial Capacity of the RFP)

(In Rs. Crore)

AVERAGETURNOVER:

Year	Average Turnover (In INR Crore)*			
	Member 1	Member 2	Member 3	Total
2012-13				
2013-14				
2014-15				
Average Annual Turnover for the past 3 Years				

MINIMUM NET-WORTH:

Year	Minimum Net worth (In INR Crore)**			
	Member 1	Member 2	Member 3	Total
2014-15				

Signature _____

Name & Designation of Authorized Person

Company Seal

Company:

Date:

* A Bidder consisting of a single entity should ignore member column and instead modify it as single entity and fill in details accordingly.

** The Bidder should provide details of its own Financial Capability

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years 2012-13, 2013-14 and 2014-15. The financial statements shall:
 - a) reflect the financial situation of Bidder or the Consortium Members
 - 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. Bidder/ **Each member** of consortium 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.

**FINANCIAL CAPACITY OF THE BIDDER
(On Letterhead of the CA / Statutory Auditor Auditor)**

Bidder Name	Net Worth (2014-15)	Annual Turnover			
		2012-13	2013-14	2014-15	Average Annual Turnover
TOTAL					

Certificate from the Statutory Auditors

This is to certify that the above information has been examined by us on the basis of relevant documents & other Financial information presented before us by (**Bidder Name**) and the information stated above is true & correct.

(Signature, Address, Seal & Membership No. of Chartered Accountant)

Name and designation of the Authorised Signatory

Date:

Signature:

Note: Average Annual Net Worth amount shall not be considered for evaluation if this certificate is not signed and stamped by the auditor/CA certifying Average Annual Net worth.

Envelope - C

Financial Tender

APPENDIX-V

Tender for Allotment of Plot for International School in the Sector – 24 in Naya Raipur

1. I Shri/Smt/Ms_____S/D/W/o_____duly authorised by _____ Society/ Trust/ Partnership Firm/ Private / Public Limited Company to submit this Tender, here by submit the Tender in the form of the premium rate per Sq.m specified in the table below for Allotment of Plot for International School in the Sector-24 in Naya Raipur -

2.

Particulars	Area of plot (Sq.m)	Tendered premium rate per Sq.m	
		INR. In Figure	INR. In Words
Plot for International School Project in Sector-24 in Naya Raipur	Approx. 40,000		

3. Should this Tender be accepted, I/We hereby agree to abide by and fulfil 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 should I/We fail to deposit the balance amount of premium and tax as applicable, if any, within 45 (Forty Five) days of the of issue of Notice of Acceptance or to execute the Agreement within the time specified in the tender document notice.

Signature of Witness

Dated - / /20XX

Name:

Address of the Witness

Occupation of the Witness

Signature of the Authorised Signatory

Dated - / /20XX



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