

**DEVELOPMENT OF KNOWLEDGE PARK  
IN NAYA RAIPUR UNDER A BUILD,  
OPERATE AND TRANSFER (BOT)  
FRAMEWORK**

**July 2011**



**Naya Raipur Development Authority (NRDA)**

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# **Request for Proposal Document**

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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 Naya Raipur Development Authority (NRDA) 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 NRDA 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 preparing their financial offers pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by NRDA 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 NRDA, 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 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. NRDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

NRDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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.

NRDA 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.

NRDA 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 NRDA is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and NRDA 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 NRDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NRDA 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.

## 1. INTRODUCTION

### 1.1. Background

- 1.1.1. Raipur, with its growing importance as the major node in trade network and a host of industries, has the potential of developing into a metropolis. However, the present city is constrained by availability of land, space and basic infrastructure. Considering the immense growth potential of the city and with a view to decongest the city, a new city is being developed in close proximity to Raipur city and has been named Naya Raipur. Naya Raipur Development Authority ("**NRDA**"), a special area development authority established under the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, has been mandated by Government of Chhattisgarh (GoCG) for development and administration of Naya Raipur. NRDA proposes to develop a Knowledge Park in phased manner on approximately 100 acres of land parcel in Naya Raipur with private sector participation under a Build-Operate-Transfer (BOT) framework (the "**Project**").
- 1.1.2. The Selected Bidder (the "**Developer**") shall either be a registered proprietorship firm, registered trust, registered partnership firm, registered society, company incorporated under the Companies Act, 1956 or under any equivalent law in case the Selected Bidder is a foreign company, which shall undertake to incorporate itself under the Companies Act, 1956 prior to execution of the project development and implementation agreement ("**PDIA**") with NRDA.
- 1.1.3. The Developer shall be responsible for design, engineering, finance, procurement, construction, operation, maintenance and transfer of the Project under and in accordance with the provisions of the draft PDIA to be entered into between the Selected Bidder and NRDA. The tenure of the Agreement shall be for a period of 60 (sixty) years.
- 1.1.4. The draft PDIA sets forth the detailed terms and conditions for grant of the Rights to the Developer, including the scope of the services and obligations (the "**Rights**") of the Developer and is enclosed as Volume II of this document.
- 1.1.5. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the draft PDIA or NRDA's rights to amend, alter, change, supplement or clarify the scope of work, the Rights to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.6. NRDA shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by NRDA pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by NRDA, and all Bids shall be prepared and submitted in accordance with such terms along with a demand draft of Rs. 10,000/- (Rupees Ten Thousand only) in favour of Chief Executive Officer, NRDA, payable at Raipur towards the cost of the Bidding Documents. The Bid shall be summarily rejected if it is not accompanied by this demand draft towards cost of Bidding Documents.

## 1.2. Brief Description of Bidding Process

- 1.2.1. NRDA has adopted a single stage process for selection of the Developer for the Project.
- 1.2.2. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of 180 (one hundred and eighty) days from the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.2.3. The Bidding Documents include this Request for Proposal document and draft PDIA. The aforesaid document and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4. A Bidder is required to deposit, along with its Bid, a Bid Security of Rs 25,00,000/- (Rupees Twenty Five Lakhs only), refundable not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder . The Bidders will have an option to provide Bid Security in the form of a demand draft in favour of Chief Executive Officer, NRDA, payable at Raipur or a unconditional and irrevocable bank guarantee in favour of Chief Executive Officer, NRDA as per format at **Appendix – II**, and in such event, the validity period of the bank guarantee, shall be 180 (one hundred and eighty) days from the Bid Due Date and may be extended as may be mutually agreed between NRDA and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5. A Bidder would need to submit the following sets of documents in separate sealed envelopes as part of their Bid:
  - a. Documents mentioned in Clause 2.12.2 - “**Key Submissions**”,
  - b. Documents mentioned in Clause 2.12.2 – “**Qualification Submissions**”, relating to Technical Capacity and Financial Capacity of the Bidder.
  - c. Technical proposal mentioned in Clause 2.12.2 -“**Technical Proposal**”.
  - d. Financial Offer as mentioned in Clause 2.12.2 “**Financial Bid**”.
- 1.2.5 B The evaluation of the Bid submissions would be carried out in the following stages.
  - a. **Stage 1:** The evaluation would involve a test of responsiveness based on the Key Submissions. Those Bids found to be substantially responsive would be evaluated in the next stage i.e. the Qualification Stage.
  - b. **Stage 2:** In the Qualification Stage, the information of the Bidders relating to their eligible experience comprising Technical Capacity and Financial Capacity (“Eligibility Criteria”) would be evaluated as per Clause 3.2 of the RFP. Bidders who meet the Eligibility Criteria would be considered for the evaluation of Technical Proposal.
  - c. **Stage 3:** The Technical Proposal would be opened and evaluated in accordance with provision of Clause 3.2 of the RFP. The Bidders who score at least 70 marks in the Technical Proposal would qualify for evaluation of their Financial Bid.
  - d. **Stage 4:** The Financial Bid would be opened and evaluated to identify the Selected Bidder.

- 1.2.6 The Selected Bidder shall be the Bidder quoting the highest Development Premium. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Financial Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Bid of the highest Bidder, NRDA may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.2.7 During the Bid Stage, Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Rights including implementation of the Project.
- 1.2.8 Bids are invited for the Project on the basis of the highest amount per square meter ("**Development Premium**") offered by the Developer to NRDA and payable in accordance with the payment terms set out in the draft PDIA. NRDA has fixed reserve bid premium of Rs 415/- (Rupees Four Hundred and Fifteen) per square meter (the "**Reserve Premium**"). The Bidder shall quote the Development Premium for the Project which shall be higher than the Reserve Premium. Only the Financial Bid which is higher than the Reserve Premium shall be considered for evaluation. NRDA reserves the right to reject all the Bids being less than or equal to the Reserve Premium. The Development Premium shall constitute the sole criteria for evaluation of Bids.

In this RFP, the term "**Selected Bidder**" shall mean the Bidder who is offering the highest Development Premium in accordance with terms of this RFP document.

- 1.2.9 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.12.6 below. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Proposal for Development of Knowledge Park in Naya Raipur".

**1.3. Schedule of Bidding Process**

NRDA shall endeavour to adhere to the following schedule:

| <b>Sl No</b> | <b>Event Description</b>                | <b>Date</b>                   |
|--------------|---|-------------------------------|
| 1.           | Last date for receiving queries         | 02 August 2011                |
| 2.           | Pre-Bid meeting                         | 02 August 2011 at 11:45 am    |
| 3.           | Authority response to queries latest by | 09 August 2011                |
| 4.           | Bid Due Date and time                   | 31 August 2011 upto 15:00 Hrs |
| 5.           | Opening of Technical Proposal           | On 31 August 2011             |
| 6.           | Opening of Financial Bid                | To be intimated later         |
| 8.           | Letter of Award (LOA)                   | To be intimated later         |

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General terms of Bidding

- 2.1.1. A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2. a. The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Bidder used herein would apply to both a single entity and a Consortium.
- b. A Bidder, bidding for the Project, shall be a company incorporated under the Companies Act 1956 or under an equivalent law abroad in case it is a foreign company, registered partnership firm<sup>1</sup>, registered trust<sup>2</sup>, registered society<sup>3</sup>, and registered sole proprietorship<sup>4</sup>. Where the Bidder is a single entity, it may form an appropriate Special Purpose Company (SPC) to implement the Project. In case the Bidder is a foreign company or a Consortium, it is mandatory to incorporate an appropriate SPC under the Indian Companies Act 1956 to execute the PDIA with NRDA for implementation of the Project. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.15 below.
- 2.1.3. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the draft PDIA for the Project shall have the meaning assigned thereto in the draft PDIA.
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft PDIA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft PDIA.
- 2.1.5. The Bid should be furnished in the format at **Appendix - VIII**, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

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<sup>1</sup> A registered partnership firm should furnish registration certificate of the firm issued by the Registrar of Firms and the partnership deed executed between the partners as proof of identity.

<sup>2</sup> A registered Trust should furnish registration certificate from the Registrar of the state, Trust Deed and copies of Service Tax and Central Excise Registration Certificate.

<sup>3</sup> A registered co-operative Society should furnish registration certificate from Registrar of co-operative Societies and copies of Service Tax and Central Excise Registration Certificate

A registered society should furnish registration certificate from the Registrar of the State and copies of Service Tax and Central Excise Registration Certificate

<sup>4</sup> A Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years or registration under the Shops and Establishment Act as proof of identity.

- 2.1.6. The Bidder should submit a Power of Attorney as per the format at **Appendix – III**, authorising the signatory of the Bid to commit the Bidder.
- 2.1.7. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at **Appendix – IV**.
- 2.1.8. Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.
- 2.1.9. The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in English language.
- 2.1.10. The Bidding Documents including this RFP and all attached documents are and shall remain the property of NRDA and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. NRDA will not return any Bid or any information provided along therewith.
- 2.1.11. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NRDA shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to NRDA for, inter alia, the time, cost and effort of NRDA, including consideration of such Bidder’s Bid submission, without prejudice to any other right or remedy that may be available to NRDA hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- a. such Bidder (or any constituent thereof) and any other Bidder (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 Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 5% of its paid up and subscribed capital; or
  - b. a constituent of such Bidder is also a constituent of another Bidder; or
  - c. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
  - d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - e. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Bid of either or each of the other Bidder; or
  - f. such Bidder has participated as a consultant to NRDA in the preparation of any documents, design or technical specifications of the Project.

2.1.12. This RFP is not transferable.

2.1.13. Any award of Rights pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.14. In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- (a) The Bid should contain the information required from each member;
- (b) The Bid should include a description of the roles and responsibilities of the members;
- (c) The shareholding commitments of all the members of the Consortium shall be in accordance with Clause 2.4.
- (d) The number of members in the Consortium would be limited to 3 (three) members;
- (e) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”). The other members of the Consortium shall be termed as “**Other Members**”. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix - IV**, signed by all the members of the Consortium;
- (f) A Bidder who has applied for a Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project;
- (g) An individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium applying for qualification;
- (h) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “Jt. Bidding Agreement”), as per the format provided in **Appendix – X**, for the purpose of submitting Bid and should submit the same along with the Bid. The Jt. Bidding Agreement should be specific to the Project and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. The Jt. Bidding Agreement shall, inter alia:
  - (i) convey the intent to form an SPC with shareholding/ ownership equity commitment(s) in accordance with Clause 2.4, which would enter into the PDIA and subsequently carry out all the responsibilities as Developer in terms of the PDIA, in case the Right to undertake the Project is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of each member at each stage;
  - (iii) commit the minimum equity stake to be held by each member;
  - (iv) include a statement to the effect that all members of the Consortium shall under the PDIA, be liable jointly and severally for all obligations of the Developer in relation to the Project.

2.1.15. Any entity which has been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.16. A Bidder/ Consortium Member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder/ Consortium Member.

**2.2. Change in Composition of Consortium**

Change in the composition of a Consortium will not be permitted by the Authority.

**2.3. Change in Ownership**

2.3.1. By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was qualified on the basis of eligible experience and financial capacity of those of its Consortium Members and the shareholding in the Developer is maintained as described in Clause 2.4 of this RFP. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the draft PDIA, and a breach hereof shall, notwithstanding anything to the contrary contained in the draft PDIA, be deemed to be a breach of the draft PDIA and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member, the Bidder shall inform NRDA forthwith along with all relevant particulars about the same and NRDA may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the draft PDIA, it would, notwithstanding anything to the contrary contained in the draft PDIA, be deemed to be a breach thereof, and the draft PDIA shall be liable to be terminated without NRDA being liable in any manner whatsoever to the Developer. In such an event, notwithstanding anything to the contrary contained in the draft PDIA, NRDA shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to NRDA for, inter alia, time, cost and effort of NRDA, without prejudice to any other right or remedy that may be available to NRDA hereunder or otherwise.

**2.4. Shareholding Commitments**

2.4.1. In case the Selected Bidder is a Consortium, the members of the Consortium shall collectively hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPC, to implement the Project, at all times until the expiry of a period of 15 (fifteen) years from the Effective Date. The members of the consortium whose Technical Capacity and/ or Financial Capacity has been considered shall be required to hold at least 26% (twenty six percent) of the subscribed and paid up equity capital of the SPC at all times until the expiry of a period of 15 (fifteen) years from the Effective Date. Thereafter, until the expiry of the Agreement Period, all the members of the Consortium collectively, shall hold not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC.

2.4.2. In case the Selected Bidder is a single entity incorporates a SPC, it shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPC to implement the Project, until the expiry of a period of 15 (fifteen) years from the Effective Date and at least 26 % (twenty six percent) of subscribed and paid up equity share capital of the SPC until the expiry of the Agreement Period.

2.4.3. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the PDIA, it would, notwithstanding anything to the contrary contained in the PDIA, be deemed to be a breach thereof, and the PDIA shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Developer. In such an event, notwithstanding anything to the contrary contained in the PDIA, the Authority shall forfeit and appropriate the Bid Security or Performance Security as the case may be, as mutually agreed genuine compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise

## 2.5. **Cost of Bidding**

2.5.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. NRDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 2.6. **Site visit and verification of information**

2.6.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6.2. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from NRDA;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of NRDA;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters relevant for submission of the Bid, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from NRDA, or a ground for termination of the draft PDIA; and

(f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.3. NRDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by NRDA.

## 2.7. **Right to accept and to reject any or all Bids**

2.7.1. Notwithstanding anything contained in this RFP, NRDA reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.7.2. NRDA reserves the right to reject any Bid and appropriate the Bid Security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by NRDA, the supplemental information sought by NRDA for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the Selected Bidder gets disqualified / rejected, then NRDA reserves the right to:

(i) invite the remaining Bidders to submit Bids in accordance with Clause 3.3.3 and 3.3.4; or

(ii) take any such measure as may be deemed fit in the sole discretion of NRDA, including annulment of the Bidding Process.

2.7.3. In case it is found during the evaluation or at any time before signing of the draft PDIA or after its execution and during the period of subsistence thereof, including the Rights thereby granted by NRDA, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the draft PDIA, and if the Bidder has already been issued the LOA or has entered into the draft PDIA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NRDA to the Bidder, without NRDA being liable in any manner whatsoever to the Bidder or Developer, as the case may be. In such an event, NRDA shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to NRDA for, inter alia, time, cost and effort of NRDA, without prejudice to any other right or remedy that may be available to NRDA.

2.7.4. NRDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of NRDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NRDA thereunder.

**B. DOCUMENTS****2.8. Contents of the RFP**

2.8.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

**Invitation for Bids**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

**Appendices****Forms for Key Submissions**

- I. Letter of Bid
- II. Bid Security in Bank Guarantee format / Demand Draft
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium, if applicable

**Qualification Submissions**

- V. Technical Capacity
- VI. Financial Capacity

**Technical Proposal**

- VII. Technical Proposal

**Financial Bid**

- VIII. Financial Bid

**Others**

- IX. Statement of Legal Capacity
- X. Jt. Bidding Agreement

2.8.2. The draft PDIA (Volume II) to be provided by NRDA as part of the Bid Documents shall be deemed to be part of this RFP.

**2.9. Clarifications**

2.9.1. Bidders requiring any clarification on the RFP may notify NRDA in writing or by fax and e-mail in accordance with Clause 2.12.6. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. NRDA shall endeavour to respond to the queries

within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be uploaded on the website ([www.nayaraipur.com](http://www.nayaraipur.com)) of NRDA. NRDA will upload the queries and responses thereto, without identifying the source of queries.

2.9.2. NRDA shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, NRDA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NRDA to respond to any question or to provide any clarification.

2.9.3. NRDA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by NRDA shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on NRDA.

## **2.10. Amendment of RFP**

2.10.1. At any time prior to the deadline for submission of Bids, NRDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.10.2. Any Addendum thus issued will be uploaded in the website ([www.nayaraipur.com](http://www.nayaraipur.com)) of NRDA.

2.10.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, NRDA may, at its own discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.11. Format and Signing of Bid**

2.11.1. The Bidder shall provide all the information sought under this RFP. NRDA will evaluate only those Bids that are received in the required formats and complete in all respects.

2.11.2. The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

### **2.12. Sealing and Marking of Bids**

2.12.1. The Bidder shall submit the Bidding Documents in the format specified in Clause 2.12.2, and seal it in envelopes.

2.12.2. The documents accompanying the Bid submission shall be placed in separate envelopes and marked as indicated below. The Bid submission shall include:

Envelope 1: “**Key Submissions**”

a) Bid Security in the prescribed format (**Appendix – II**);

- b) Power of Attorney for signing of Bid in the prescribed format (**Appendix – III**);
- c) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (**Appendix – IV**);
- d) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if the Bidder is a registered partnership firm then a copy of its partnership deed<sup>5</sup>;
- e) A copy of this RFP, draft PDIA and addenda, if any, with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.
- f) Demand draft of Rs. 10,000/- (Rupees Ten Thousand only) in favour of Chief Executive Officer, NRDA, payable at Raipur towards the cost of the Bidding Documents

Envelope 2: **“Qualification Submissions”**

- a) Technical Capacity - The Bidder should furnish the details of experience and furnish evidence to support its claim as per **Appendix – V**.
- b) Financial Capacity - The Bidder should furnish the details of Financial Capacity and furnish evidence to support its claim as per **Appendix – VI**.

Envelope 3: **“Technical Proposal”**

The Bidder should submit a Technical Proposal as per **Appendix – VII**.

Envelope 4: **“Financial Bid”**

Financial Bid, consisting of the Bidders’ Financial Bid for the Project in the format set out in **Appendix VIII** of this document.

2.12.3. The Bidder submitting the document comprising **Key Submission, Qualification Submission, Technical Proposal and Financial Bid** shall seal the same in separate envelopes and shall mark the envelopes as **“Key Submission”, “Qualification Submission”, “Technical Proposal”** and **“Financial Bid”** respectively.

The Technical Proposal shall be sealed and marked as **“Technical Proposal for development of Knowledge Park in Naya Raipur”**.

The Financial Bid shall be sealed and marked as **“Financial Bid for development of Knowledge Park in Naya Raipur”**.

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<sup>5</sup> In case of co-operative Societies – registration certificate from Registrar of co-operative Societies and copies of Service Tax and Central Excise Registration Certificate

In case of a Sole Proprietorship firm should furnish either the Sales/VAT/Service tax or IT returns for the last two financial years or registration under the Shops and Establishment Act as proof of identity.

In case of Societies – registration certificate from the Registrar of the State and copies of Service Tax and Central Excise Registration Certificate

In case of Trusts – registration certificate from the Registrar of the state, Trust Deed and copies of Service Tax and Central Excise Registration Certificate

2.12.4. A true copy of the documents comprising the “**Key Submission, Qualification Submission**” and “**Technical Proposal**” as specified in Clause 2.12.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialed in blue/black ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked “**Copy of Documents**”.

2.12.5. The documents specified in Clause 2.12.3 and 2.12.4 above shall be placed in an envelope, which shall be sealed and bear the following identification:

**“Bid for Development of Knowledge Park in Naya Raipur”.**

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes

2.12.6. Each of the envelopes shall be addressed to:

|                |   |
|----------------|---|
| ATTN. OF:      | Mr. S.S. Bajaj  |
| DESIGNATION    | Chief Executive Officer   |
| ADDRESS:       | Naya Raipur Development Authority<br>Gate No. 2, DKS Bhavan, Mantralaya,<br>Raipur - 492001 |
| FAX NO:        | 0771-4066011  |
| E-MAIL ADDRESS | ceo@nayaraipur.com  |

2.12.7. If the envelopes are not sealed and marked as instructed above, NRDA assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.12.8. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

### 2.13. **Bid Due Date**

2.13.1. Bids should be submitted before 1500 hours IST on the Bid Due Date at the address provided in Clause 2.12.6 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.12.6.

2.13.2. NRDA may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

### 2.14. **Late Bids**

Bids received by NRDA after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

**2.15. Contents of the Financial Bid**

2.15.1. The Financial Bid submission shall be furnished in the format at **Appendix – VIII**. The Bidder shall specify (in Indian Rupees) the Development Premium payable by him to NRDA, to undertake the Project in accordance with this RFP and the provisions of the draft PDIA.

2.15.2. The Project will be awarded to the Bidder offering the highest Development Premium.

2.15.3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

**2.16. Modifications/ Substitution/ Withdrawal of Bids**

2.16.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by NRDA prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.16.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.16.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by NRDA, shall be disregarded.

**2.17. Rejection of Bids**

2.17.1. NRDA reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for NRDA to accept any Bid or to give any reasons for their decision.

2.17.2. NRDA reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

**2.18. Validity of Bids**

The Bids shall be valid for a period of 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and NRDA.

**2.19. 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 NRDA in relation to, or matters arising out of, or concerning the Bidding Process. NRDA 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. NRDA 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 NRDA.

**2.20. Correspondence with the Bidder**

NRDA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

**D. BID SECURITY****2.21. Bid Security**

2.21.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.4 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India, in favour of NRDA in the format at **Appendix – II** (the “**Bank Guarantee**”) and having a validity period of 180 (one hundred and eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.21.2. Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Chief Executive Officer, NRDA, payable at Raipur (the “Demand Draft”). NRDA shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.21.3. Any Bid not accompanied by the Bid Security shall be rejected by NRDA as non responsive.

2.21.4. Save as provided in Clause 1.2.4, the Bid Security of unsuccessful Bidders will be returned by NRDA, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by NRDA. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to NRDA give the name and address of the person in whose favour the said demand draft shall be drawn by NRDA for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.21.5. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the draft PDIA and furnishing the Performance Security in accordance with the provisions thereof. NRDA may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the draft PDIA.

2.21.6. NRDA shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to NRDA in any of the events specified in Clause 2.21.7.2.21.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that NRDA will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.21.7. The Bid Security shall be forfeited and appropriated by NRDA as mutually agreed genuine pre-estimated compensation and damages payable to NRDA for, inter alia, time, cost and effort of

NRDA without prejudice to any other right or remedy that may be available to NRDA hereunder or otherwise, under the following conditions:

- a. If a Bidder submits a non-responsive Bid;
- b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- c. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- d. In the case of Selected Bidder, if it fails within the specified time limit -
  - i. to sign the draft PDIA and/or
  - ii. to furnish the Performance Security within the period prescribed therefor in the draft PDIA; or
- e. In case the Selected Bidder, having signed the draft PDIA, commits any breach thereof prior to furnishing the Performance Security.

### 3. EVALUATION OF BIDS

#### 3.1. Opening and Evaluation of Bids

- 3.1.1. NRDA shall open the Bids at 1600 hours on the Bid Due Date, at the place specified in Clause 2.12.6 and in the presence of the Bidders who choose to attend.
- 3.1.2. NRDA will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3. To facilitate evaluation of Bids, NRDA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### 3.2. Tests of responsiveness & Evaluation For Qualification & Financial Bid

##### A. Stage 1: Tests of responsiveness

- 3.2.1. Prior to evaluation of Bids, NRDA shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
  - a) it is received as per the format at **Appendix – I**;
  - b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.2;
  - c) it is signed, sealed, hard bound<sup>6</sup> and marked as stipulated in Clauses 2.11 and Clause 2.12;
  - d) it is accompanied by the Bid Security as specified in Clause 1.2.4;
  - e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.6 and 2.1.7, as the case may be;
  - f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
  - g) It contains Demand Draft in accordance with the provisions of Clause 1.1.6
  - h) It is accompanied with the copy of draft PDIA as per the provisions of Clause 2.12.2 (f)
  - i) it does not contain any condition or qualification; and
  - j) it is not non-responsive in terms hereof.

##### B. Stage 2: Evaluation of Qualification Submission

#### 1. Technical Capacity

The Bidder must satisfy **any one** of the following two criteria for experience as set out below:

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<sup>6</sup> Spiral bound / other formats of submissions would not be considered for evaluation.

| Criteria 1  | Criteria 2  |
|---|---|
| Experience of developing an Academic Institution or a cluster of Academic Institutions, in a single campus spread over a contiguous area of minimum 15 (fifteen) acres and one such Academic Institution shall have a minimum of 1000 students on roll as on March 2011 | Experience of developing and managing Academic Institutions operational in at least 5 (five) locations anywhere in India with minimum land holding at each locations as 5 (five) acres and shall cumulatively have a minimum of 3000 (three thousand) students on roll as on March 2011 |

For purposes of this RFP, **Academic Institution** shall mean institutions that are accredited / affiliated by Department of School Education & Literacy or Department of Higher Education under the Minister for Human Resource Development, Government of India or Council for the Indian Schools Certificate Examinations.

The Bidder should furnish the details of experience and furnish evidence to support its claim as per **Appendix V**. The Bidder should furnish the details of experience as on the Bid Due Date.

## 2. Financial Capacity

Financial Capacity of the Bidders shall be evaluated based on net worth and turnover of the Bidders and the Bidders shall be required to meet the parameter set out below:

- i. Networth of the Bidder as on March 31, 2011 shall be at least equal to Rs. 30,00,00,000/- (Rupees Thirty Crores).

OR

- ii. Minimum average annual Turnover of three financial years (2010-11, 2009-10 and 2008-09) of Rs. 80,00,00,000/- (Rupees Eighty Crores) from business operations pertaining to providing Education Services

3. In case of a Consortium, the Technical Capacity and Financial Capacity of only those Members, who commit to hold atleast 26% of the subscribed and paid-up equity capital of the SPC for a period of 15 (fifteen) from Effective Date shall be considered.

## C. Evaluation of Technical Proposal

The Technical Proposals of the Bidders, who pass Stage 2 evaluation, as described above, would be evaluated and the parameters that should be considered for the same are set out in table below.

| S. No | Evaluation Criteria   | Score      |
|-------|---|------------|
| 1     | <b>Understanding of the Project</b>   | <b>20</b>  |
| 2     | <b>Master Plan for the proposed Knowledge Park</b>  | <b>70</b>  |
| a     | Proposed mix of institutions, specializations, allied infrastructures, ancillary facilities                                 | 30         |
| b     | Area allocation statement and zoning of the Project Site as per the development phasing                                     | 10         |
| c     | Proposed institutions for Phase I on (30 acres), number of students in each of those, development schedule for institutions | 20         |
| d     | Proposed activities for O&M of Project Facilities   | 10         |
| 3     | <b>Environment, Health and Safety Policies and Practices</b>  | <b>10</b>  |
|       | <b>Total</b>  | <b>100</b> |

The Technical Proposal shall be scored on the basis of the above parameters and minimum 70 marks would be the threshold limit for qualifying in Stage 3. The Bidders shall make a presentation on the Technical Proposal to the Technical Evaluation Committee constituted by NRDA. The Technical Proposal shall form the basis for the Detailed Project Report to be submitted by the Developer in accordance with provisions of draft PDIA.

D. Stage 4: Evaluation of Financial Bid

The Financial Bid of the Bidders would comprise Development Premium payable to NRDA offered in accordance with milestones set out in the draft PDIA.

3.2.2. NRDA reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NRDA in respect of such Bid.

3.3. **Selection of Bidder**

3.3.1. The Bidder adjudged as responsive in terms of Clause 3.2.1 and meeting the qualification criteria set out in Clause 3.2 (B) shall be declared as the Qualified Bidder. The Financial Bids of only the Qualified Bidders would be evaluated and the Bidder offering the highest Development Premium shall be declared as the preferred Bidder (the "**Preferred Bidder**"). Upon acceptance of the Financial Bid of the Preferred Bidder with or without negotiations, NRDA shall declare the Preferred Bidder as the Selected Bidder.

3.3.2. In the event, the Financial Bid are same for two or more Bidders, as the case may be, amount, (the "Tie Bidders"), NRDA shall in such case call all such Preferred Bidders for negotiation and select the Selected Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of NRDA.

3.3.3. In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), NRDA may invite all the remaining Bidders for opening of Financial Bid

and whose Financial Bid is higher than the Reserve Premium to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder, as the case may be, (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 Financial Bid was highest 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.

- 3.3.4. In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Clause 3.3.3, NRDA may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except 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 lower or higher than the Financial Bid of the second highest Bidder in the first round of bidding.
- 3.3.5. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by NRDA to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, NRDA may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NRDA on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the draft PDIA within the period of 6 (six) weeks. The Selected Bidder shall not be entitled to seek any deviation in the draft PDIA.

#### 3.4. **Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time NRDA makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NRDA and/ or their employees/ representatives on matters related to the Bids under consideration.

#### 3.5. **Performance Security**

- 3.5.1. The Selected Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee in favour of Chief Executive Officer, NRDA, in the prescribed format and as required under the draft PDIA.
- 3.5.2. Failure of the Selected Bidder to comply with the requirements of Clause 3.5.1 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event,

NRDA reserves the right to take any such measure as may be deemed fit in the sole discretion of NRDA, including annulment of the Bidding Process.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the draft PDIA. Notwithstanding anything to the contrary contained herein, or in the LOA or the draft PDIA, NRDA shall reject a Bid, withdraw the LOA, or terminate the draft PDIA, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer, as the case may be, if it determines that the Bidder or Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NRDA shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to NRDA towards, inter alia, time, cost and effort of NRDA, without prejudice to any other right or remedy that may be available to NRDA hereunder or otherwise.
- 4.2 Without prejudice to the rights of NRDA under Clause 4.1 hereinabove and the rights and remedies which NRDA may have under the LOA or the draft PDIA, if a Bidder or Developer, as the case may be, is found by NRDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the draft PDIA, such Bidder or Developer shall not be eligible to participate in any tender or RFP issued by NRDA during a period of 2 (two) years from the date such Bidder or Developer, as the case may be, is found by NRDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NRDA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the draft PDIA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NRDA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the draft PDIA, as the case may be, any person in respect of any matter relating to the Project or the LOA or the draft PDIA, who at any time has been or is a legal, financial or technical adviser of NRDA in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by NRDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of NRDA. NRDA shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 NRDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to NRDA by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases NRDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX – I****Letter of Bid**

Dated:

[The Chief Executive Officer,

\*\*\*\*\*

\*\*\*\*\*]

Sub: Bid for Development of Knowledge Park in Naya Raipur

Dear Sir,

- 1 With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- 2 All information provided in the Bid and in the Appendices is true and correct.
- 3 This statement is made for the express purpose of qualifying as a Bidder for the design, finance, procure, construction and operation & maintenance and transfer of the aforesaid Project.
- 4 I/ We shall make available to NRDA any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5 I/ We acknowledge the right of NRDA to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6 I/We certify that in the last three years, we/ any of the Consortium Members 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.
- 7 I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by NRDA.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.11 of the RFP document;
  - (c) 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 Clause 4.3 of the RFP document, in respect of any tender or request for

proposal issued by or any agreement entered into with NRDA or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, 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.
- (e) the undertaking given by us along the Bid in response to the RFQ for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide them.
- 8 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.7 of the RFP document.
- 9 I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Financial Capacity and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document
- 10 I/ We declare that we/ any Member of the Consortium, are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
- 11 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12 I/ We further certify that in regard to matters relating to security 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 Chief Executive Officer or any of our Directors/ Managers/ employees.
- 14 The Statement of Legal Capacity as per format provided at Appendix IX of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
- 15 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate NRDA of the same immediately.
- 16 In an event the SPC is incorporated by a Consortium

We acknowledge that our Consortium/ proposed Consortium was qualified on the basis of Technical

Capacity and Financial Capacity of those of its Members of the Consortium who shall collectively hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPC, to implement the Project, at all times until the expiry of a period of 15 (fifteen) years from the Effective Date. The members of the consortium whose Technical Capacity and/ or Financial Capacity has been considered shall be required to hold at least 26% (twenty six percent) of the subscribed and paid up equity capital of the SPC at all times until the expiry of a period of 15 (fifteen) years from the Effective Date. Thereafter, until the expiry of the Agreement Period, all the members of the Consortium collectively, shall hold not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC.

or, in case the SPC is incorporated by a Single Business Entity,

I / We acknowledge that the Successful Bidder shall hold shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPC to implement the Project, until the expiry of a period of 15 (fifteen) years from the Effective Date and at least 26 % (twenty six percent) of subscribed and paid up equity share capital of the SPC until the expiry of the Agreement Period.

- 17 I/We understand that the Selected Bidder shall be a company incorporated under the Companies Act, 1956, (Applicable in case the Bidder is a Consortium and a Foreign Company).
- 18 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NRDA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 19 In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a draft PDIA in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 20 I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the draft PDIA, we shall have no claim, right or title arising out of any documents or information provided to us by NRDA or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Rights.
- 21 The Financial Bid has been prepared by me/us after taking into consideration all the terms and conditions stated in the RFP including the conditions relating to Reserve Premium; draft PDIA, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Bid.
- 22 I/We offer a Bid Security of Rs 25,00,000/- (Rupees Twenty Five Lakhs only) to NRDA in accordance with the RFP Document.
- 23 The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
- 24 I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Right is not awarded

to me/us or our Bid is not opened.

25 I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

26 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)  
Name and seal of Bidder/Lead Firm

**APPENDIX – II****Bank Guarantee for Bid Security**

B.G. No.

Dated:

- 1 In consideration of you, Chief Executive Officer, Naya Raipur Development Authority, having its office at NRDA Building, In Front of Mahanadi Dwar of Mantralaya, Raipur – 492 001, Chhattisgarh, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ and having its office at \_\_\_\_\_ and acting on behalf of its Consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for development of knowledge park in Naya Raipur under a BOT framework (hereinafter referred to as “the Project”) pursuant to the RFP Document dated \*\*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to NRDA an amount of Rs 25,00,000/- (Rupees Twenty Five Lakhs only) as Bid Security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by NRDA stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of NRDA is disputed by the Bidder or not merely on the first demand from NRDA stating that the amount claimed is due to NRDA by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 25,00,000/- (Rupees Twenty Five Lakhs only).
- 4 This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date or for such extended period as may be mutually agreed between NRDA and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that NRDA shall be the sole judge to decide as to whether the Bidder is in

- default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of NRDA that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between NRDA and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
  - 7 In order to give full effect to this Guarantee, NRDA shall be entitled to treat the Bank as the principal debtor. NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to NRDA, and the Bank shall not be released from its liability under these presents by any exercise by NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of NRDA or any indulgence by NRDA to the said Bidder or by any change in the constitution of NRDA or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
  - 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
  - 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
  - 10 It shall not be necessary for NRDA to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NRDA may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
  - 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NRDA in writing.
  - 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
  - 13 The Bank Guarantee number \_\_\_\_, dated \_\_\_\_ shall be operative at Raipur and if invoked, be encashable at \_\_\_\_\_(name of bank and its branch in Raipur and branch code \_\_\_\_).

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the Authorised Signatory)

(Official Seal)

## APPENDIX – III

**Power of Attorney for signing of Bid**

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/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Development of Knowledge Park in Naya Raipur proposed by NRDA (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to NRDA, representing us in all matters before NRDA, signing and execution of all contracts including the draft PDIA and undertakings consequent to acceptance of our Bid, and generally dealing with NRDA in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the draft PDIA with NRDA.

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

Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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 – IV**  
**Power of Attorney for Lead Member of Consortium**

Whereas the Naya Raipur Development Authority, Government of Chhattisgarh (“NRDA”) has invited Bids from pre-qualified and short-listed parties for the Development of Knowledge Park in Naya Raipur (“the Project”).

Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal 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 Bid 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 \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (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”) and 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 Rights/ Contract, 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 submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with NRDA, 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 Bid for the Project and/ or upon award thereof till the draft PDIA is entered into with NRDA.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\*\*.

For \_\_\_\_\_ (Name  
& Title)

For \_\_\_\_\_ (Name

& Title)

For \_\_\_\_\_ (Name  
& Title)

Witnesses:

1

2

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *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.*

**APPENDIX – V**  
**Statement of Experience of Bidder**

**1. Technical Capacity of the Bidder**

The Bidder shall provide Certificate from the regulator body for the course offered or certificate from an independent auditor as supporting documents as proof for the below mentioned criteria.

| Sl. No. | Criteria 1  | Experience   |
|---------|---|--|
| 1       | Experience of developing an Academic Institution or a cluster of Academic Institutions, in a single campus spread over a contiguous area of 15 (fifteen) acres and one such Academic Institution shall have a minimum of 1000 students on roll as on March 2011 | <p>Name of institute developed:<br/>Address:<br/>Phone no. and Fax no.:<br/>Website:<br/>E-mail ID:</p> <p>Name and address of the body (may be Company/ Society / Trust/ Registered Partnership, , Registered Sole Proprietorship) responsible for developing the institute:</p> <p>Name of Principal / Director of the institute:<br/>Contact details of Principal / Director:</p> <p>Name of courses offered:<br/>Number of students on roll as on March 2011:<br/>Land area of the campus in acres:</p> <p>Accredited / Affiliated by:</p> <p>Date of start of operation:</p> <p>Whether deemed university (Y/N):<br/>If no, name of university it is affiliated to:</p> <p>Please attach the following documents:<br/>(i) Notarized copy of certificates of affiliation issued by the regulatory body like AICTE, UGC, MCI, NCERT, etc.</p> <p><b>Please use separate page for describing details of each of the institutes</b></p> |

| SI.NO | Criteria 2  | Experience   |
|-------|---|--|
| 2     | Experience of developing and managing Academic Institutions operational in at least 5 (five) locations anywhere in India with minimum land holding at each locations as 5 (five) acres and shall cumulatively have a minimum of 3000 (three thousand) students on roll as on March 2011 | <p>Name of institute under Management:<br/>Address:<br/>Phone no. and Fax no.:<br/>Website:<br/>E-mail ID:</p> <p>Name and address of the body (may be Company/ Society / Trust/ Registered Partnership, , Registered Sole Proprietorship) responsible for developing the institute:</p> <p>Name of Principal / Director of the institute:<br/>Contact details of Principal / Director:</p> <p>Academic Institution in 5 (five) locations in India (Details of the Academic Institution in each location need to be provided separately):<br/>Name of courses offered:<br/>Number of students on roll as on March 2011:<br/>Land area of the campus in acres:</p> <p>Accredited / Affiliated by:</p> <p>Date of start of operation:</p> <p>Whether deemed university (Y/N):<br/>If no, name of university it is affiliated to:</p> <p>Please attach the following documents:<br/>(i) Notarized copy of certificates of affiliation issued by the regulatory body like AICTE, UGC, MCI, NCERT, etc.</p> <p><b>Please use separate page for describing details of each of the institutes</b></p> |

**APPENDIX – VI**  
**Technical Proposal**

1. The Technical Proposal shall set out the approach and methodology proposed for the Project and shall comprise:
  - a. Understanding of the Project
  - b. Master Plan for the Proposed Knowledge Park
  - c. Methodology Statement
  - d. Environment, Health and safety Policies and Practices

**APPENDIX – VII**  
**Financial Capacity Statement of the Bidder**

(To be filled by the Bidder or Lead Member in case of Consortium)

| Name of Bidder | Net Worth as on March 31, 2011 (Rs Crores) |
|----------------|--|
|                |  |
|                |  |

Or

| Name of Bidder | Turnover (Rs Crores) |         |         |         |
|----------------|----------------------|---------|---------|---------|
|                | 2010-11              | 2009-10 | 2008-09 | Average |
|                |                      |         |         |         |
|                |                      |         |         |         |

**General Instructions:**

1. Net Worth shall mean
  - a. For company = (Subscribed and Paid-up Capital + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off)
  - b. For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners
  - c. For registered Sole Proprietorship Firm = Aggregate of Proprietors' capital account + Reserves - Aggregate of drawings by Proprietor - Aggregate of advances to Proprietor + Investments in Bank Deposits + Investments in Mutual Funds.
  - d. For registered Trust = corpus + returns not set aside for any particular purpose
  - e. For registered society shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities).
2. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
3. The Bidder shall provide the audited annual financial statements as required for this Bid document. Failure to do so would be considered as a non-responsive Bid.
4. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.

**APPENDIX – VII A****Format for Certificate from Statutory Auditor<sup>7</sup> /Independent Auditor<sup>8</sup> for Financial Capacity of the Bidder***(On the Letterhead of the Statutory Auditor)*

Date:

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of the Single Business Entity/Consortium Member], and certify that the Net Worth as on March 31, 2011 is Rs \_\_\_\_\_ Crores (Rupees \_\_\_\_\_ Crores):

Or

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of the Single Business Entity/Consortium Member], and certify the turnover

| Turnover (Rs Crores) |         |         |         |
|----------------------|---------|---------|---------|
| 2010-11              | 2009-10 | 2008-09 | Average |
|                      |         |         |         |

This certificate is being issued to be produced before Naya Raipur Development Authority (NRDA), for the 'Development of Knowledge Park in Naya Raipur'.

Signature and Seal  
and registration number  
of Statutory Auditor

<sup>7</sup> In case of company incorporated under Companies Act, 1956 or equivalent law abroad

<sup>8</sup> In case of trust, society, Proprietorship and partnership

**APPENDIX – VIII  
Financial Bid**

**(To be enclosed in a separate cover)**

**(On the Letterhead of the Bidder<sup>9</sup> )**

Date:

-----

-----

-----

Raipur

**Re: Development of Knowledge Park in Naya Raipur**

Sir,

Having gone through this RFP document and the draft PDIA and having fully understood the scope of work for the Project as set out in this RFP, we hereby submit our Financial Bid and offer Development Premium of Rs \_\_\_\_\_ (in words) per square meter, payable in accordance with the payment terms set out in draft PDIA, for undertaking the aforesaid project in accordance with the bidding documents and draft PDIA.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

**Note:**

**Development Premium quoted above shall be higher than the Reserve Premium.**

Yours faithfully,

For and on behalf of

.....

(Name of the Bidder<sup>10</sup>)

\_\_\_\_\_

(Signature of Authorised Signatory)

\_\_\_\_\_

(Name and designation of the Authorised Person)

<sup>9</sup> In case of a Consortium – On the letter head of the Lead member

<sup>10</sup> In case of Consortium, names of all members of Consortium

**Appendix - IX**  
**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully, Authorised Signatory For and on behalf of

\*Please strike out whichever is not applicable.

**APPENDIX -X**  
**Joint Bidding Agreement**

(To be executed on Stamp paper of appropriate value)

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

**AMONGST**

1. {..... } 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. {..... } 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. {.....} 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. \_\_\_\_\_, established under the \_\_\_\_\_, represented by its \_\_\_\_\_ and having its principal offices at \_\_\_\_\_] (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 Bids (the "Bids") by its Request for Proposal ..... dated .....(the "RFP") for selection of bidders for "Development of Knowledge Park in Naya Raipur" Project (the "Project") through public private partnership.
- 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 Bid.

---

\* The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

**NOW IT IS HEREBY AGREED as follows:****1. Definitions and Interpretations**

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

**2. Consortium**

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

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 a special purpose vehicle (the "SPV") under the Indian Companies Act 1956 for entering into a PDIA with the Authority and for performing all its obligations as the Contractor in terms of the PDIA for the Project.

**4. Role of the Parties**

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

- a) 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 PDIA when all the obligations of the SPV shall become effective;
- b) {Party of the Second Part shall be \_\_\_\_\_ and}
- c) {Party of the Third Part shall be \_\_\_\_\_ }

**5. Joint and Several Liability**

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 document.

**6. Shareholding in the SPV**

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party :}

- a) Lead and Other Members shall collectively hold at least 51% of subscribed and paid up equity share capital of the SPV at all times until fifteenth anniversary of the Effective Date of the Project.
- b) The members of the consortium whose Technical Capacity and/ or Financial Capacity has been considered shall be required to hold at least 26% (twenty six percent) of the subscribed and paid up equity capital of the SPC at all times until the expiry of a period of 15 (fifteen) years from the Effective Date.
- c) Thereafter, until the expiry of the Agreement Period, all the members of the Consortium collectively, shall hold not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the PDIA.

## **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 organised, 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 authorised 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 organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, 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 Financial Close of the Project is achieved under and in accordance with the PDIA, 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 pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## 9. Miscellaneous

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

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:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of

SECOND PART

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of

THIRD PART

(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, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
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.

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