

REQUEST FOR QUALIFICATION CUM PROPOSAL

CONSTRUCTION OF 40000 E.W.S. DWELLING UNITS ON HYBRID ANNUITY
MODEL ON PPP BASIS UNDER VERTICAL-3 OF PMAY – HOUSING FOR ALL 2022
(URBAN) IN URBAN AREAS IN JHARKHAND

Volume 1: Instructions to Bidders

Directorate of Municipal Administration
Department of Urban Development & Housing Department
3rd Floor, FFP Building, Opp. Project Building,
Dhurwa,Ranchi 834 004, Jharkhand

**CONSTRUCTION OF 40000 E.W.S. DWELLING UNITS ON HYBRID ANNUITY
MODEL ON PPP BASIS UNDER VERTICAL-3 OF PMAY – HOUSING FOR ALL 2022
(URBAN) IN URBAN AREAS IN JHARKHAND**

No. 03/NPNI/PMAY/HFA- New Tech/12/2017/T1/1061

Date: - 23.06.17

Directorate of Municipal Administration, Department of Urban Development & Housing,
Government of Jharkhand, India invites online Bids for the following project:

1	Name of the Project	Construction Of 40000 Dwelling Units for Economically Weaker Section on Hybrid Annuity Model on PPP Basis under Vertical-3 Of Pradhan Mantri Awas Yojana – Housing for All 2022 (Urban) In Urban Areas in Jharkhand, India
2	Cost of Project	INR 2200,00,00,000.00 (Rupees Two Thousand Two Hundred Crores Only) approximately
3	Cost of Bid Document	INR 25000.00 (Rupees Twenty-Five Thousand Only.) In favour of Director, DMA, Payable at Ranchi, in the form of Demand Draft issued by nationalized / Scheduled Banks in India.
4	Bid Security	INR 220000000.00 (Rupees Twenty-Two Crores Only.) In favour of Director, DMA, Payable at Ranchi, in the form of Demand Draft or a Bank Guarantee issued by nationalized / Scheduled Banks in India.
5	Last date & time for submission of Online Bid (Bid Due Date)	Date: - 14-08-2017 Time : - 17:00
6	Date & time for pre-Bid meeting	Date : - 14-07-2017 Time: - 12:00 Place: - JUIDCO Ltd., 3rd Floor, Pragati Sadan, Kutchery Chowk, Ranchi
7	Date & time for opening of Technical Bids	Date: - 16-08-2017 Time: - 17:30 Place: - Directorate of Municipal Administration, 3rd Floor, FFP Building, Dhurwa (Opposite Project Bhawan), Ranchi, Jharkhand
8	Contact no.	Sh Rajan Kumar (+91-9031022256) Sh Sanjay Kumar Singh (+91-8541890121)

The RFQ-cum-RFP document can be downloaded on or after 26-06-2017 from the website
<http://jharkhandtenders.gov.in>.

Sd/

Director, Directorate of Municipal Administration

Note: Submission of Original Copy of Bid Security and Cost of Bid Document must be submitted before 16.08.2017 before 1700 Hrs

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the Selection process for the **CONSTRUCTION OF 40000 E.W.S. DWELLING UNITS ON HYBRID ANNUITY MODEL ON PPP BASIS UNDER VERTICAL-3 OF PMAY – HOUSING FOR ALL 2022 (URBAN) IN URBAN AREAS IN JHARKHAND** and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with this Bid submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the issuing authority.

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Disclaimer

The information contained in this Request for Qualification cum Proposals document (**the “RFQP”**) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Directorate of Municipal Administration (DMA) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQP and such other terms and conditions subject to which such information is provided.

This RFQP is not an agreement and is neither an offer nor invitation by Directorate of Municipal Administration (DMA) to the prospective Bidders or any other person. The purpose of this RFQP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFQP. This RFQP includes statements, which reflect various assumptions and assessments arrived at by DMA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQP may not be appropriate for all persons, and it is not possible for DMA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQP. The assumptions, assessments, statements and information contained in this RFQP 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 RFQP and obtain independent advice from appropriate sources.

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

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

DMA 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 RFQP.

DMA 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 RFQP.

The issue of this RFQP does not imply that DMA is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and DMA 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 DMA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will

remain with the Bidder and DMA 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.

DMA reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to DMA or any of its respective officers, employees, advisors or agents.

Each Bidder's procurement of this RFQP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFQP, the recipient agrees that this RFQP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto.

1 INTRODUCTION

1.1 Background

1.1.1 Directorate of Urban Development (DMA) provides civic amenities in urban areas and extends support through urban local bodies to the deprived section of the society as well as shares the responsibility of insuring planned development of the city and its outskirts. Induction of the twelfth schedule in the constitution through 74th Constitutional amendment has brought various urban activities and services such as urban planning including town planning, regulation of land use, planning for economic and social development, safeguarding the interests of weaker sections of society, providing civic amenities, promotion of cultural, education and aesthetic aspects etc. within the purview of urban local bodies.

1.1.2 Urban Local Bodies (ULBs) of various districts holds land parcels at various location in the respective districts in the State of Jharkhand. DMA is responsible to develop such land parcels and has decided to undertake Development of Housing Colonies in such land parcels in the State of Jharkhand using New and Emerging Technologies (the “**Project**”) through Public Private Partnership (the “**PPP**”) mode. The scope of the Project includes construction of dwelling units on the Project Site/s complete with all the internal plumbing, electrical works, water and sewerage system, drainage system and associated facilities but excluding the External Infrastructure.

For the purpose of this RFQP, New and Emerging Technologies shall mean any technology as set out/described in Clause 1.1.4 which replaces the following:

- a. Load bearing building i.e. walling, roofing built with conventional technology of brick masonry/ CC block & RCC roof; and/or
- b. RCC beam and column frame structure within fill walling material e.g. burnt clay brick, fly ash bricks, CC blocks or Aerated Cement concrete blocks wall etc.

As a part of this endeavour, DMA has decided to undertake the Project under Design, Build, Finance and Transfer (the “**DBFT**”) basis therefore, decided to carry out the bidding process for selection of an entity as the Bidder to whom the Project may be awarded.

1.1.3 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the Development Agreement (the “**Developer**”), shall be responsible for designing, engineering, financing, procurement, construction and transfer of the Project for a period of 10 (Ten) years, in accordance with Development Agreement (the “**Development Agreement**”), to be entered into between the Selected Bidder/or an SPC promoted by the Selected Bidder and DMA as part of the Bidding Documents pursuant hereto.

1.1.4 The Scope of work of the Project shall broadly include development of housing colonies with designing, financing, construction and transfer of dwelling units each having a carpet area approximately ~27 to 30 sqmt complete with all the internal plumbing, electrical works, water and sewerage system, drainage system and associated facilities but excluding the External Infrastructure and more particularly as set forth in the Development Agreement. The following is an indicative list of technologies that can be used for the purpose:

- a. Monolithic Concrete Construction System using Plastic - Aluminum Formwork
- b. Monolithic Concrete Construction System using Aluminum Formwork
- c. Expanded Polystyrene Core Panel System
- d. Industrialized 3-S System using Precast RCC Columns, Beams & Cellular Light Weight
- e. Concrete Precast RCC Slabs
- f. Speed Floor System
- g. Glass Fiber Reinforced Gypsum (GFRG) Panel Building System
- h. Factory Made Fast Track Modular Building System
- i. Light Gauge Steel Framed Structures (LGSF)

The proposed alternate technology/system must have been used in a residential project in India or in abroad. It shall be suitable to geo-climatic and hazard conditions of the region, having design compatibility & flexibility to suit the requirements of the structure to be built and minimum design life of 50 years.

1.1.5 The salient features of this Project are as follows:

- a. The number of dwelling units expected to be developed under this Project are approximately ~40,000. The number of units can be increased/ decreased by upto 25%, depending on actual requirement.
- b. Estimated number of floors is G+4 subject to local building bye laws.
- c. Multiple locations in the State of Jharkhand attached as Annexure 1
- d. The land for the Project shall be provided by DMA free of any encumbrance.
- e. Separate Price Bid for each technology shall be submitted by the Bidder.
- f. Bidder may propose more than one construction technology in such a case the Bidder shall submit a single Technical Bid with separate set of documents for each proposed construction technology along with a single set of qualification documents for Qualification Phase.
- g. All the walls/roof in the dwelling units shall be with concrete finish.
- h. The successful Bidder shall **demonstrate a project of 2 blocks comprising of minimum 32 dwelling units at his own cost** within four months of the signing of the Development Agreement. The land shall be provided by DMA for the purpose of the same.
- i. If required, DMA will provide appropriate quantity of land at a price/rent fixed as per prevailing government norms to the Developer to establish factory for the purpose of the implementation of the Project. This land shall be returned to DMA after the agreement period.
- j. Layout plan of the residential complexes in the housing projects will be got prepared by DMA through JUIDCO.

- k. Directorate of Municipal Administration (DMA) will get DPR prepared for basic external infrastructure of the housing projects with the help of JUIDCO. Basic external infrastructure includes Boundary Wall, Gate, Road, Drain, Sewerage, Water Supply Pipeline, External Electrification, Street Light, Rain Water Harvesting, Solid/ Liquid Waste Management, Sewerage Treatment, Waste Water recycling, Community Hall, Society Office etc. related other basic infrastructure facilities.
 - l. For construction of External Infrastructure, a separate tender shall be released and the Developer shall have the 'Right of First Refusal' in this tender.
 - m. For regular monitoring and quality control in the projects, a Third Party Quality Monitoring Agency will be duly selected from amongst consultants empanelled in DMA.
- 1.1.6 The Bidder would be given the option to plan and design the Project Facilities conforming to the applicable building bye-laws and regulations/ norms/standards for respective project components including arranging approval from the competent authorities.
- 1.1.7 The Selected Bidder shall have incorporate a special purpose company ("**SPC**") under The Companies Act, 2013 who as a Developer shall implement the Project in accordance with the provisions of a Development Agreement to be entered into between the Developer and DMA in the form provided as part of the Bidding Documents pursuant hereto.
- 1.1.8 DMA invites Bids in terms of this Request for Qualification cum Proposal ("**RFQP**") Document.
- 1.1.9 The estimated cost of the Project (the "**Estimated Project Cost**") is ~ **Rs. 2200 crores** (Rupees Two Thousand two hundred Crores only). However, the assessment of actual costs shall have to be made by the Bidders.
- 1.1.10 The draft Development Agreement sets forth the detailed terms and conditions for grant of the concession to the Developer, including the scope of the Developer's services and obligations including the minimum development obligations (the "**Concession**").
- 1.1.11 The statements and explanations contained in this RFQP are intended to provide a better understanding to the Bidders about the subject matter of this RFQP 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 Development Agreement or DMA's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFQP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by DMA.
- 1.1.12 DMA shall receive Bids pursuant to this RFQP in accordance with the terms set forth in this RFQP and other documents to be provided by DMA pursuant to this RFQP, as

modified, altered, amended and clarified from time to time by DMA (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

- 1.2.1 DMA has adopted a single-stage two-envelope bidding process (the "**Bidding Process**") for selection of the Bidder for award of the Project collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project.
- 1.2.2 The Bidders (the "**Bidders**", which expression shall, unless repugnant to the context, include the Members of the Consortium) are required to submit their Bids (the "**Bids**") in two envelopes (i) Qualification Bid and (ii) Financial Bid
- 1.2.3 Prior to submission of the Bid, the Bidder shall pay to DMA a sum of Rs 25,000 (Rupees Twenty Five Thousand only (Non Refundable)) as the cost of the RFQP. The cost is to be paid in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favour of DMA, payable at Ranchi.
- 1.2.4 The qualification stage (the "**Qualification Stage**") of the Bidding Process involves qualification of prospective bidder(s) in accordance with the provisions of this RFQP which expression shall, unless repugnant to the context, include the members of the Bidder bidding as consortium/joint venture of entities. At the end of this stage, DMA shall identify the Qualified Bidders ("**Qualified Bidders**").
- 1.2.5 Price Bids at the Price Bid stage of the Bidding Process (the "**Price Bid Stage**") comprising the opening and evaluation of price Bid (the "**Price Bid**") of the only the Qualified Bidders shall be carried out. The Price Bids of those Qualified Bidders who do not qualify as Qualified Bidders shall be returned unopened at the time of opening of Price Bid.
- 1.2.6 The Bidding Documents include the draft Development Agreement for the Project. Subject to the provisions of Clause 2.5.1, the aforesaid documents and any addenda issued subsequent to this RFQP Document, will be deemed to form part of the Bidding Documents.

A Bidder is required to deposit, along with its Bid, a bid security of Rs. 22 cr. (Rupees Twenty Crore Only) (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Development Agreement. The Bidders will have to provide Bid Security in the form of a Demand draft or a Bank Guarantee acceptable to DMA. In case a Bank Guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between DMA and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the

Bid Due Date, for the purposes of encashment by DMA. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.7 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.8 Generally, the Lowest Bidder (the “**Lowest Bidder**”) shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 3 and Section 4 of this RFQP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, DMA may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.9 Any queries or request for additional information concerning this RFQP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated in Clause 2.17.3 by the specified date. The envelopes/ communications shall clearly bear the following identification/ title:

“Queries/ Request for Additional Information:

CONSTRUCTION OF 40000 E.W.S. DWELLING UNITS ON HYBRID ANNUITY MODEL ON PPP BASIS UNDER VERTICAL-3 OF PMAY – HOUSING FOR ALL 2022 (URBAN) IN URBAN AREAS IN JHARKHAND

1.3 Schedule of Bidding Process

The schedule of Bidding Process is set out in Appendix 1

1.4 Pre-Bid Conference

A Pre-Bid Conference shall be held to clarify issues and to answer questions on any matter that may be raised at that stage. The date, time and venue of the Pre-Bid Conference shall be:

Date: 14-07-2017

Time: - 12:00

Place: - JUIDCO Ltd., 3rd Floor, Pragati Sadan, Kutchery Chowk, Ranchi, Jharkhand, India

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of the Bid

- 2.1.1 DMA wishes to receive Bids in order to select experienced and capable Bidders for the Project. The Price Bids of Bidders fulfilling the qualification criteria and the technical criteria shall be subsequently evaluated.
- 2.1.2 Terms used in this RFQP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Development Agreement.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFQP Document, the detailed terms specified in the draft Development Agreement 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 Development Agreement.

2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of bidders hereunder, the following shall apply:
- a. The Bidder for qualification and selection 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 Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
 - b. The Bidder may be private entity, government-owned entity incorporated under the Indian Companies Act 1956/2013 or applicable laws of foreign countries or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.3.4 below.
 - c. The 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, DMA shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by DMA and not by way of penalty for, inter alia, the time, cost and effort of DMA, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to DMA under the Bidding Documents and/ or the Development Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

- i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1 (c)(i), indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - vi. such Bidder or any Associate thereof has participated as a consultant to DMA in the preparation of any documents, design or technical specifications of the Project.
- d. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of DMA in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to

or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from COD (the “**Commercial Operation Date**”) of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

For purposes of this RFQP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.3 Qualification Criteria

2.3.1 To be eligible for short-listing i.e. opening and evaluation of the Financial Bid, the Bidder shall fulfil the following conditions:

A. Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, after 1.4.2007, have

SN	Minimum Requirement
a.	Completed construction, in India or abroad using its proposed technology, of minimum 2.0 lakh square meter carpet area out of which atleast 50% of the carpet area shall be in G+4 and above. For the purpose, the Bidder shall submit client certificate or Statutory Auditor certificate giving reasonable details to establish its claim.
b.	<p>The construction technology proposed by the Bidder shall be certified/ approved by any of the following institutes:</p> <ul style="list-style-type: none"> i. Building Material and Technology Promotion Council (BMTPC) under its Performance Appraisal Certification Scheme ii. Central Building Research Institute (CBRI), Roorkee iii. CSIR-Structural Engineering Research Centre (SERC), Chennai iv. Any Indian Institute of Technology / National Institute of Technology v. Any other national/ international institute of repute / duly recognized by their National Governments/ competent authority. <p>The Bidder shall submit a certified copy of such certification. The certification should include:</p> <ul style="list-style-type: none"> i. Structural safety (Strength & Serviceability) of the system against vertical and lateral load (wind & seismic loads as applicable) as per relevant Indian Standards, including performance of joints, as applicable. ii. Fire safety as per National Building Code (latest version) and / or provisions in the local Bye-laws. iii. Resistance against water and moisture penetration.- As per any recognised international standard/practice like ASTM/Agreement South Africa. iv. Thermal behaviour-Comparing the thermal rans mission loss of the

SN	Minimum Requirement
	<p>system with that of traditional construction (refer IS 3792:1978) Thermal Performance should there be comparable or better than conventional.</p> <p>v. Acoustic behaviour – Minimum sound transmission loss of 40 dB as per IS 1950:1962</p> <p>vi. Durability – to be evaluated considering</p> <ul style="list-style-type: none"> • Expected service life of the system compared to conventional • Evidence of building(s) sustained for at least 10 years. • Performance under accelerated tests like alternate wetting and drying, salts pry test etc. <p>All the materials used shall conform to Indian/International Standards and must be accepted by the agency providing certification for performance criteria.</p>

B. Financial Capacity: The Bidder shall have a

- Minimum Net worth (the “**Financial Capacity**”) of Rs. 250 Cr (Rupees Two Hundred and Fifty Crore only) at the close of the preceding financial year; and
- Average Annual Turnover of Rs. 600Cr (Rupees Six Hundred Crore only) in the last 3 (three) financial years.

In case of a Consortium, the combined minimum Net worth and Average Annual Turnover as the case may be as specified above shall be calculated of those Members, who shall have an equity share of at least 26% (Twenty Six per cent) each in SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than:

- 26% (twenty six percent) of the subscribed and paid up equity of the SPV; and
- 5% (Five percent) of the Total Project Cost specified in the Concession Agreement

C. Further, Technical Capacity of only those Bidders would be evaluated who meet the Financial Capacity as mentioned in Clause 2.3.1 (B)

2.3.2 The Bidder shall enclose with its Bid, to be submitted as per the formats specified in Appendices, the following:

- certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth and, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.3.1 (B). For the purposes of this RFQP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
- certificate(s) from statutory auditors of the Bidder or its Associates specifying the Average Annual Turnover, in the preceding 3 Financial Years, and also specifying that the methodology adopted for calculating such Average Annual Turnover.

2.3.3 The Bidder should submit a Power of Attorney as per the format in Appendix-9, authorizing the signatory of the Bidder to commit the Bidder. In the case of a

Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-10.

2.3.4 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Company, incorporated under the Indian Companies Act, 2013 (the “**SPC**”), to execute the Development Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPC, comply with the following additional requirements:

- a. Number of members in a consortium shall not exceed 3;
- b. Subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- c. Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPC. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-10, signed by all the other members of the Consortium;
- d. The other members of the Consortium shall have an equity shareholding of at least 10% (ten per cent) of the paid up and subscribed equity of the SPC
- e. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- f. An individual Bidder cannot at the same time be member of a Consortium submitting a bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium submitting a bid;
- g. The members of a Consortium shall form an appropriate SPC to execute the Project, if awarded to the Consortium;
- h. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-10 (the “**Joint Bidding Agreement**”), for the purpose of making the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - i. Convey the intent to form an SPC with shareholding/ownership equity commitment(s) in accordance with this RFQP, which would enter into the Development Agreement and subsequently perform all the obligations of the Developer in terms of the Development Agreement, in case the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. commit the minimum equity stake to be held by each member;
 - iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty

six per cent) of the subscribed and paid up equity share capital of the SPV; and
(ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;

- v. Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and
- vi. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to the Project until the Financial Close of the Project is achieved in accordance with the Development Agreement; and
- i. Except as provided under this RFQP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of DMA.

2.3.5 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, 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.

2.3.6 A Bidder including any Consortium Member or Associate should, in the last 3 (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, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.3.6 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to DMA for seeking a waiver from the disqualification hereunder and DMA may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.3.7 In computing the Net worth Average Annual Turnover of the Bidder/Consortium Members under Clause 2.3.1, the Net Worth of their respective Associates would also be eligible hereunder.

2.3.8 The following conditions shall be adhered to while submitting a Bid:

- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b. Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- c. In responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Section 2, 3 and 4.
- d. In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.3.9 While Qualification is open to persons from any country, the following provisions shall apply:

- a. Where, on the date of the Bid, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- b. if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

[then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of DMA from national security and public interest perspective. The decision of DMA in this behalf shall be final and conclusive and binding on the Bidder]

[The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, DMA shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition]

The Bidder shall promptly inform DMA of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.3.10 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may

be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of aBid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.4 General terms of Bidding

- 2.4.1 Notwithstanding anything to the contrary contained in this RFQP, the detailed terms specified in the draft Development Agreement 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 Development Agreement.
- 2.4.2 Any condition or qualification or any other essential stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.4.3 The documents including this RFQP and all attached documents, provided by DMA are and shall remain or become the properties of DMA 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. The provisions of this Clause 2.4.3 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMA will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.4.4 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of DMA in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Development Agreement. In the event any such adviser is engaged by the Selected Bidder or Developer, as the case may be, after issue of the LOA or execution of the Development Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Development Agreement and without prejudice to any other right or remedy of DMA, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which DMA may have thereunder or otherwise, the LOA or the Development Agreement, as the case may be, shall be liable to be terminated without DMA being liable in any manner whatsoever to the Selected Bidder or Developer for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from COD of the Project.
- 2.4.5 This RFQP is not transferable.
- 2.4.6 Any award of Concession pursuant to this RFQP shall be subject to the terms of Bidding Documents.

2.5 Change in composition of the consortium

- 2.5.1 No change in the Consortium members is allowed once the Bids have been submitted till the selection of the Developer.

2.6 Change of Ownership

- 2.6.1 By submitting the Bid, the Bidder acknowledges that it was qualified and short-listed on the basis of Financial Capacity of the those Consortium Members who shall, during the agreement period of the Project, hold equity share capital representing not less than:

- (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPV; and;
- (ii) 5% (Five percent) of the Total Project Cost specified in the Concession Agreement.

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 Development Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Development Agreement, be deemed to be a breach of the Development Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.6.1 shall apply only when the Bidder is a Consortium.

- 2.6.2 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 or an Associate whose Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform DMA forthwith along with all relevant particulars about the same and DMA 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 Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Development Agreement, be deemed to be a breach of the Development Agreement, and the same shall be liable to be terminated without DMA being liable in any manner whatsoever to the Developer. In such an event, notwithstanding anything to the contrary contained in the Development Agreement, DMA shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMA under the Bidding Documents and/ or the Development Agreement or otherwise

2.7 Number of Bids and costs thereof

- 2.7.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying 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.
- 2.7.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMA will not be responsible or

in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.8 Deleted

2.9 Acknowledgement of the Bidders

2.9.1 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 DMA;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of DMA relating to any of the matters referred to in Clause 2.8.1 above;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 2.8.1 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 referred to in Clause 2.8.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DMA, or a ground for termination of the Development Agreement by the Developer;
- f. acknowledged that it does not have a Conflict of Interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms hereof

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

2.10 Verification and disqualification

2.10.1 Notwithstanding anything contained in this RFQP, DMA reserves the right to accept or reject any Bid and to annul or modify 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. In the event that DMA rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.10.2 Right to accept or reject any or all Bids

Notwithstanding anything contained in this RFQP, DMA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQP or the Bidding Documents and the Bidder shall, when so required by DMA, make available all such information, evidence and documents as may be necessary for such

verification. Any such verification or lack of such verification, by DMA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DMA thereunder.

2.10.3 DMA 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 DMA, the supplemental information sought by DMA 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 and each Member may be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then DMA reserves the right to:

- a) invite the remaining Bidders to submit their Bids in accordance with Clauses 4.5.9; or
- b) take any such measure as may be deemed fit in the sole discretion of DMA, including annulment of the Bidding Process.

2.10.4 In case it is found during the evaluation or at any time before signing of the Development Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by DMA, 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 Development Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQP, be liable to be terminated, by a communication in writing by DMA to the Selected Bidder or the Developer, as the case may be, without DMA being liable in any manner whatsoever to the Selected Bidder or Developer. In such an event, DMA shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMA under the Bidding Documents and/ or the Development Agreement, or otherwise.

B. DOCUMENTS

2.11 Contents of the RFQP

2.11.1 This RFQP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.13.

Section 1	INTRODUCTION
Section 2	INSTRUCTIONS TO BIDDERS

Section 3	EVALUATION OF BIDS
Section 4	CRITERIA FOR EVALUATION OF BIDS
Section 5	FRAUD AND CORRUPT PRACTICES
Section 6	PRE-BID CONFERENCE
Section 7	MISCELLANEOUS

APPENDICES:

- Appendix 1-Schedule of Bidding Process
- Appendix 2-Format for Covering Letter cum Project Undertaking
- Appendix 3-Format for Price Bid (*Should be filled separately in envelope II only.*)
- Appendix 4-Details of the Bidder
- Appendix 5-Format for Technical Capacity of the Bidder
- Appendix 6-Format for Financial Capacity of the Bidder
- Appendix 7-Format for Details of Eligible Projects
- Appendix 8-Format for Statement of Legal Capacity
- Appendix 9-Power of Attorney for Signing of Bid
- Appendix 10-Power of Attorney for Lead Member of Consortium
- Appendix 11-Joint Bidding Agreement
- Appendix 12-Bank Guarantee for Bid Security
- Appendix 13 – Non Collusion Certificate

2.11.2 The draft Development Agreement provided by DMA as part of the Bidding Documents shall be deemed to be part of this RFQP.

2.12 Clarifications

2.12.1 Bidders requiring any clarification on the RFQP Document may notify DMA in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. DMA shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be sent by e-mail. DMA will forward all the queries and its responses thereto, to all purchasers of the RFQP without identifying the source of queries.

2.12.2 DMA shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, DMA 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 DMA to respond to any question or to provide any clarification.

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

2.12.4 To facilitate evaluation of Bidders, DMA may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by DMA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.12.5 If a Bidder does not provide clarifications sought under Clause 2.12.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, DMA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of DMA.

2.13 Amendment of Bidding Documents

2.13.1 At any time prior to the Bid Due Date, DMA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the bidding documents by issuance of addenda.

2.13.2 Any Addendum issued shall be part of the Bidding Document and shall be available on the website or sent to the bidders

2.13.3 In order to afford the Bidders a reasonable time for taking an Addendum into account for preparing their bids, or for any other reason, DMA may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.14 Language

2.14.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.15 Preparation of Bid

2.15.1 The Bidder shall provide all the information sought under this RFQP. DMA will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.16 Format and Signing of Bid

2.16.1 The Bidder shall prepare 1 (one) original set of the Bid (together with the documents required to be submitted pursuant to this RFQP) and clearly marked as "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of such Bid and documents, which shall be marked as "COPY". The Bidder shall also provide 2 (two) soft copies thereof on a Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

2.16.2 The Bid and its copy shall be typed or written in indelible ink. It shall be signed by the authorised signatory of the Bidder who shall also initial each page of the Bid (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

2.17 Sealing and Marking of Bids

2.17.1 The Bidder shall submit the Bid in the format specified at Appendix-2 and seal it in an envelope and mark the envelope as "BID". The Bidder shall seal the original and the copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.17.2 and 2.17.3.

2.17.2 The following 2(two) envelopes shall be submitted by the bidder:

a) Envelope I: Qualification Bid

i.)	Covering Letter cum Project undertaking in the prescribed format (Appendix 2);
ii.)	Details of Bidders as set out in Appendix 4
iii.)	Completed format of Technical Capacity of the Bidder as in Appendix 5
iv.)	Completed format of Financial Capacity of the Bidder as in Appendix 6
v.)	Statement of Eligible Projects as per Appendix 7
vi.)	Statement of Legal Capacity in terms of Appendix 8
vii.)	Power of Attorney for signing the Bid as per the format at Appendix 9
viii.)	if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix 10 ;

ix.)	Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix 11 ;
x.)	Bid Security in the form of Bank Guarantee in the form of a Bank Guarantee as per Appendix 12
xi.)	Copy of Memorandum and Articles of Association, if the Bidder/ Consortium member is a body corporate;
xii.)	Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding three years;
xiii.)	A copy of the Development Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (vii) hereinabove.
xiv.)	Attested copy of the receipt of the payment in the form of Demand Draft (DD) towards the cost of RFQP Document
xv.)	Non-Collusion Certificate as per Appendix 13 .
xvi.)	Client completion certificate/Statutory Auditor Certificate for buildings constructed using the proposed construction technology.
xvii.)	Certified copy of the certificate issued by the institutions
xviii.)	Documents as per guidelines provided in Clause 4.3.1 of this RFQP Document.

b) Envelope II: Price Bid

- i.) Price Bid as per format set out in **Appendix 3**.

In case, the Bidders intends to submit Bid for more than one technology then separate Price Bid shall be submitted for each such construction technology in separate envelopes.

The envelopes should also clearly mention the priority of the technology. The technology with the highest priority and meeting the criteria for technical capacity set out in 4.3.3 shall be opened and evaluated. The Price Bid of other proposed technologies shall be returned unopened.

Each of the envelopes shall clearly bear the following identification:

**Bid for “RFQP for
CONSTRUCTION OF 40000 E.W.S. DWELLING UNITS ON HYBRID ANNUITY
MODEL ON PPP BASIS UNDER VERTICAL-3 OF PMAY – HOUSING FOR ALL 2022
(URBAN) IN URBAN AREAS IN JHARKHAND**

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

2.17.3 Each of the envelopes shall be addressed to:

ATTN. OF:

DIRECTOR OF MUNICIPAL ADMINISTRATION

ADDRESS: 3RD FLOOR, FFP BUILDING DHURWA, RANCHI - 834004

TELEPHONE NO:0651-2401955, 2401182 (FAX)

E-MAIL ADDRESS: director.ma.goj@gmail.com, pmaytender@gmail.com

2.17.4 If the envelopes are not sealed and marked as instructed above, DMA assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

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

2.18 Bid Due Date

2.18.1 Bids should be submitted before the date and time set out in the at the address provided in Clause 2.17.3 in the manner and form as detailed in this RFQP. A receipt thereof should be obtained from the person specified at Clause 2.17.3

2.18.2 DMA may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.13 uniformly for all Bidders.

2.19 Late Bids

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

2.20 Modifications/Substitution/Withdrawal of Bids

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

2.20.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.17, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.20.3 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 DMA, shall be disregarded.

2.21 Rejection of Bids

2.21.1 Notwithstanding anything contained in this RFQP, DMA reserves the right to reject any Bid and to annul or modify 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. In the event that DMA rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.21.2 DMA 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.

2.22 Validity of bids

2.22.1 The bids shall be valid for a period of not less than 180 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and DMA

2.23 Confidentiality

2.23.1 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 DMA in relation to, or matters arising out of, or concerning the Bidding Process. DMA 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. DMA 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 DMA or as may be required by law or in connection with any legal process.

2.24 Correspondence with the Bidder

2.24.1 Save and except as provided in this RFQP, DMA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.25 Bid Security

2.25.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.9 hereinabove in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1000 crore (Rupees OneThousand Crore only), in favour of the DMA in the format at Appendix–12 (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between DMA and 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 nationalized 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.

2.25.2 Bid Security can also be in the form of a demand draft issued by one of the Nationalized/Scheduled Banks in India in favour of the DMA, payable at Ranchi (the “**Demand Draft**”). DMA shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.25.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by DMA as non-responsive.

2.25.4 Save and except as provided in Clauses 1.2.9 above, the Bid Security of unsuccessful Bidders will be returned by DMA, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by DMA, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, 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 DMA give the name and address of the person in whose favour the said demand draft shall be drawn by DMA 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.

2.25.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Developer signing the Development Agreement and furnishing the Performance Security in accordance with the provisions thereof. DMA 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 Development Agreement.

2.25.6 DMA shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.25.7 herein below. The Bidder, by submitting its Bid pursuant to this RFQP, shall be deemed to have acknowledged and confirmed that DMA will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFQP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.25.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to DMA under the Bidding Documents and/ or under the Development Agreement, or otherwise, if

- a) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 5 of this RFQP;
- b) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQP and as extended by mutual consent of the respective Bidder(s) and DMA;
- c) the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Development Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefor in the Development Agreement.

the Selected Bidder, having signed the Development Agreement, commits any breach thereof prior to furnishing the Performance Security.

3 EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 DMA shall open the Bids at the time & place specified in RFPQ in the presence of the Bidders who choose to attend.
- 3.1.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.20 shall not be opened.
- 3.1.3 DMA will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 2, 3 and 4.
- 3.1.4 Bidders are advised that qualification of Bids will be entirely at the discretion of DMA. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.1.5 Any information contained in the Bid shall not in any way be construed as binding on DMA, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.1.6 DMA reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 3.1.7 To facilitate the evaluation of Bids, DMA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Test of responsiveness

- 3.2.1 Prior to evaluation of Bids, DMA shall determine whether each Bid is responsive to the requirements of the RFQP. A Bid shall be considered responsive only if:
 - a. it is received as per format at Appendix 2.
 - b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.18;
 - c. it is signed, sealed, bound together in hard cover, and marked as stipulated in Clause 2.17;
 - d. it is accompanied by the Power(s) of Attorney as specified in Clause 2.3.3 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.3.3;
 - e. it contains all the information (complete in all respects) as requested in this RFQP Document (in formats as those specified);
 - f. it contains copy of the receipt for payment made towards the cost of the RFQP Document;

- g. it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.3.4 (h);
- h. it is accompanied by the Bid Security as specified in Clause 2.25;
- i. it contains client completion certificate/Statutory Auditor for buildings constructed using the proposed construction technology.
- j. it contains certified copy of the certificate issued by the institution as per Clause 2.3.1
- k. it does not contain any condition or qualification; and
- l. it is not non-responsive in terms hereof.

3.2.2 DMA reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DMA in respect of such Bid. Provided, however, that DMA may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the bid.

3.3 Clarifications

3.3.1 To facilitate evaluation of Bids, DMA may, at its sole discretion, seek clarifications from any Bidder regarding its Bid such clarification(s) shall be provided within the time specified by DMA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.3.2 If any Bidder does not provide clarifications sought under Clause 3.3.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, DMA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its standing, and the Bidder shall be barred from subsequently questioning such interpretation of DMA.

3.4 Qualification and Bidding

3.4.1 Short-Listing and Notification

DMA would announce a list of Qualified Bidders after the Qualification evaluation. Only the Bidders who qualify under the Qualification Stage would be eligible for Price Bid Stage Evaluation. DMA will not entertain any query or clarification from the Bidder who could not be qualified under this stage.

3.4.2 Opening of Price Bids

Price bids of only those Bidders who are qualified after the Qualification Stage shall be opened by DMA.

3.4.3 Proprietary data

3.4.4 All documents and other information supplied by DMA or submitted by a Bidder to DMA shall remain or become the property of the DMA. 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. DMA will not return any Bid or any information provided along therewith. The provisions of this Clause 3.4.4 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMA will not return to the Bidders any Bid, document or any information provided along therewith.

3.4.5 Correspondence with the Bidder

Save and except as provided in this RFQP, DMA shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

4 CRITERIA FOR EVALUATION

4.1 Financial Capacity Evaluation

- 4.1.1 Only those Bidders who meet the Qualification Criteria specified in Clause 3.2 shall qualify for evaluation under Clause 4.1. Bids of firms/consortia who do not meet this criteria shall be rejected.

4.2 Financial information for purposes of evaluation

- 4.2.1 The Bidder shall have a minimum Net Worth and Average Annual Turnover as specified in Clause 2.3.1 (B)

$$\text{Aggregate Turnover} = \text{Annual Turnover for Financial Year 1} + \text{Annual Turnover for Financial Year 2} + \text{Annual Turnover for Financial Year 3}$$

$$\text{Average Annual Turnover} = \text{Aggregate Turnover} / 3$$

Illustration:

- 4.2.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (Three) years preceding the year for which the Audited Annual Report is not being provided.
- 4.2.3 The Bidder must establish the minimum Net Worth and average Turnover specified in Clause 2.3.1 (B), and provide details as per format at Appendix 6.

4.3 Qualification Evaluation

- 4.3.1 For demonstrating technical capacity and experience, DMA would invite the Bidder whose Bid is found to be responsive as per Clause 3.2 and meeting the Financial Capability criteria to make a presentation to DMA, which would be evaluated as follows;

For the purpose of evaluation the following shall apply:

SN	Description	Marking Scale	Max Marks
Technical Capacity			
1.	Assessment of Technology (Power point presentation)	This would be evaluated based on the presentation made by the Bidder.	10
2.	Constructed area completed in India or outside India using proposed technology during last 10 years (after 01.04.2007) (The project should have been started and completed within last 10 years) <i>Note: Valid documents should be furnished in this regard like project completion certificates, etc. in support of claim.</i>	(i) Upto 2,00,000 square meters- 5 marks (ii) Every addition of 50,000 square meters to above 2,00,000 square meters–1 mark each, subject to maximum of 15 marks	20
3.	Technical Experts (Team) proposed for this project	Minimum 5 Senior level technical experts having experience of 15 (fifteen) years in construction industry with experience in construction of minimum 1,00,000 square meter using the proposed technology. (Attach CV to be attested by Company Authorities.)	10
4.	Number of location wise projects started and completed in India or outside India using proposed technology during last 10 years (after 01.04.2007) with minimum 50000 sq mt in a single location and G+4 or more,	1 marks for each project, subject to maximum of 10 marks	10
Max. Marks for Technical Capacity			50

4.3.2 The composite score shall be the arithmetic sum of the marks /scores assigned to the Bidders under each of the parameters listed Clause 4.3.1. DMA would request the Bidder to make a visual presentation on the Technical Bid. The marks/score so assigned by DMA or its Consultant(s) or Advisor(s) shall be final and binding on the Bidder. For the avoidance of doubt, it is hereby explicitly mentioned that the features and other aspects claimed by the Selected Bidder during Presentation shall be made part of the Development Agreement, and strict adherence to the same should be ensured. The Developer shall be required to prepare a Detailed Project Report detailing technical features of the proposed Project. The Detailed Project Report shall contain a Structural Stability Certificate from any of the institutes mentioned in Clause 2.3.1. The cost for the same shall be borne by the Developer.

4.3.3 The Bidders who scores minimum 35 marks in technical capacity and qualify the Financial Capacity criteria would be deemed to be Qualified Bidder.

4.4 Evaluation Process

- 4.4.1 DMA reserves the right to reject the Bid of a Bidder without evaluating the Bid and opening the Price Bid, if Bid is not responsive in terms of Clause 3.2.1. As part of Qualification Stage, the Qualification Submissions as submitted by the Bidders, shall be checked for eligibility, technical capability, financial capability, bid security and other such compliances with the requirements of the RFQP Document.
- 4.4.2 Based on evaluation of Qualification Bids, DMA would release a list of Qualified Bidders who meet the qualification criteria set out in this RFQP Document.
- 4.4.3 The evaluation of Price Bid shall be taken up only after meeting the minimum score as mentioned in Clause 4.3.3 in the Technical Capacity requirements in terms of this RFQP Document.
- 4.4.4 DMA shall intimate a date for opening of Price Bid to all Qualified Bidders and invite them for opening of the Price Bids. Attendance to such opening of Price Bids is not mandatory. However, DMA shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Bids of Qualified Bidders.

4.5 Evaluation of Price Bids

- 4.5.1 In Price Bid Stage, the Price Bid of all the Qualified Bidders who pass the Qualification Bid Stage evaluation in terms of Clause 3.2.1 and 4.3.1 shall be opened in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.
- 4.5.2 The Bidders are required to submit Price Bid in the format set out in Appendix 3. The Bidders shall quote Rupees Per Square Feet Cost of the dwelling unit (referred to as the "Construction Rate") and rate of interest (maximum rate of interest can be Base Rate of State Bank of India as on the Bid Due Date) on the amount to be paid on the unpaid amounts by DMA to the Developer.
- 4.5.3 The payment terms to the Developer per dwelling unit shall be as follows:

On Handover of completed Project	<ul style="list-style-type: none"> Cost of one dwelling unit less the Government of India and Government of Jharkhand Share amounting to Rs. 3.00 lakhs (Rupees Three Lakhs Only) by the beneficiary (i.e. to whom the dwelling unit would be allotted)
Subsequent to the Project Completion	<ul style="list-style-type: none"> An amount of 3 lakhs (The Government of Jharkhand Share of Rs. 1,50,000/- (+Government of India share 1,50,000/-Only) plus the interest (based on the interest rate quoted by the Selected Bidder) shall be payable in 8 (eight) equated half yearly instalments ("Instalment Amount") payable in May and October every year, starting 3 months after the completion of any project.

4.5.4 Construction Cost shall be defined as the cost of construction of dwelling units.

4.5.5 The Bidders for the Project shall quote the Rupees Per Square Feet cost of the dwelling units ("**Unit Cost**"). The Bidder shall also have to quote the interest rate expected from DMA for Instalment Amount as mentioned in S.No. 2 of clause 4.5.3 ("**Interest Rate**"). The Bids of the Bidders shall then be evaluated on the Present Value ("**PV of Dwelling Unit Cost**").

The PV of Dwelling Unit Cost shall be evaluated as follows:

$$\text{PV of Dwelling Unit Cost} = \frac{(\text{Unit Cost} \times 306^* - \text{Rs. } 300,000) + \text{Present Value of 8 instalments of Instalment amount discounted at the rate of 12\% per annum}}{12\%}$$

*306 is approximate area of dwelling unit in square feet

The quote of the Bidders having the Lowest PV of Dwelling Unit Cost shall be ranked L1 as mentioned in the table below:

Name of the Bidder	Price Bid	Rank
	Lowest PV of Dwelling Unit Cost	L1
	Second PV of Dwelling Unit Cost	L2
	Third PV of Dwelling Unit Cost	L3

Bidders would be ranked in the ascending order of PV of Dwelling Unit Cost as calculated above. For example, the Bidder having the lowest PV of Dwelling Unit Cost would be ranked "L1", the bidder having the quote next lowest PV of Dwelling Unit Cost, ranked "L2" and so on, set out in the table below:

4.5.6 Subject to the provisions of Clause 2.10.2, the Qualified Bidder who has the quotes the PV of Dwelling Unit Cost shall be declared as the preferred bidder (the "**Preferred Bidder**") for the Project in terms of the process set out in the following paragraphs.

4.5.7 In the event that two or more Bidders, quote the Unit Cost and the Interest rate in such a manner that the PV of Dwelling Unit Cost as arrived by DMA is the same (the "Tie Bidders") for the Project, DMA may:

(i) invite fresh Bids from the two or more Bidders who have quoted the same lowest Unit Cost provided that the Bidders will not be allowed to quote more than the amounts already quoted;

OR

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

- 4.5.8 Upon acceptance of the Bid of the Preferred Bidder, DMA shall declare the Preferred Bidder as the “Selected Bidder”.

4.6 Notification

- 4.6.1 DMA will notify the Selected Bidder by facsimile and by a draft Letter of Acceptance as set out in draft Development Agreement that its Bid has been accepted.

4.7 Acknowledgement of Letter of Acceptance and Execution of Development Agreement

- 4.7.1 After selection, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMA 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, DMA may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 4.7.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Developer to execute the Development Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Development Agreement.
- 4.7.3 DMA will promptly notify other Bidders that their Bids have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the Development Agreement with the Selected Bidder.

4.8 Incorporation of Special Purpose Company

- 4.8.1 The Selected Bidder shall have to form an appropriate Special Purpose Company, incorporated under the Indian Companies Act, 2013 (the “SPC”), to execute the Development Agreement and implement the Project.

5 FRAUD AND CORRUPT PRACTICES

- 5.1.1 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 Development Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Development Agreement, DMA may reject a Bid, withdraw the LOA, or DMA may terminate the Development Agreement, 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, DMA shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMA under the Bidding Documents and/ or the Development Agreement, or otherwise.
- 5.1.2 Without prejudice to the rights of DMA under Clause 5.1.1 hereinabove and the rights and remedies which DMA may have under the LOA or the Development Agreement, or otherwise if a Bidder or Developer, as the case may be, is found by DMA 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 Development Agreement, such Bidder or Developer shall not be eligible to participate in any tender or RFQP issued by DMA during a period of 2 (two) years from the date such Bidder or Developer, as the case may be, is found by DMA 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.
- 5.1.3 For the purposes of this Section 5, 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 DMA 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 Development Agreement 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 DMA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.4.4 of this RFQP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Development Agreement, who at any time has been or is a legal, financial or technical adviser of DMA 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) **“unfair practice”** means (i) establishing contact with any person connected with or employed or engaged by DMA 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.

6 PRE-BID CONFERENCE

- 6.1.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFQP document shall be allowed to participate in the Pre-Bid Conference(s). A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 6.1.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of DMA. DMA 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.

7 MISCELLANEOUS

- 7.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Jharkhand in which the DMA has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.1.2 DMA, 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 DMA 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.
- 7.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMA, 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDICES

APPENDIX–1

Schedule of Bidding Process

Sr. No	Activity Description	Date
1.	Release of RFQP Document	26.06.2017
2.	Last Date of Issue of RFQP Document	26.06.2017
3.	Last date for receiving queries	13.7.2017 (5.00 PM)
4.	Pre-Bid conference	14.7.2017 (12.00 Noon)
5.	Reply to Pre-bid queries, if any	22.07.2017
6.	Bid Due Date	14.08.2017
7.	Opening of Bid	16.08.2017
8.	Announcement of Qualified Bidders	To be intimated separately
9.	Opening of Price Bids	To be intimated separately
10.	Letter of Acceptance (LOA)	To be intimated separately
11.	Signing of Development Agreement	Within 21 days from the issuance of LOA

APPENDIX-2

Format for Covering Letter cum Project Undertaking

To,

Director,
Directorate of Municipal Administration,
Department of Urban Development & Housing,
Government of Jharkhand
3rd Floor, FFP building, Opp. Project Building, Dhurwa,
Ranchi 834 004,
Jharkhand

Sub: Construction Of 40000 E.W.S. Dwelling Unitson Hybrid Annuity Model On Ppp Basisunder Vertical-3 Of Pmay – Housing For All 2022 (Urban) In Urban Areas In Jharkhand

Dear Sir,

With reference to your RFQP document dated,

1. I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.
2. The Bid is unconditional and unqualified.
3. I/ We acknowledge that DMA will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Developer for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
4. This statement is made for the express purpose of our selection as Developer for the development, construction, operation and maintenance of the aforesaid Project.
5. I/ We shall make available to DMA any additional information it may find necessary or require to supplement or authenticate the Bid.
6. I/ We acknowledge the right of DMA 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.
7. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates 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

[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

8. I/ We declare that:
- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by DMA; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.4.4 of the RFQP document; and
 - (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 5.1.3 of the RFQP document, in respect of any tender or Request for Qualification cum Proposals issued by or any agreement entered into with DMA 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 Section 5 of the RFQP, 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; and
9. 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 2.21 of the RFQP document.
10. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and the Average Annual Turnover criteria and meet(s) the requirements as specified in the RFQP document.
11. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
12. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates 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.
13. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
14. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
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 DMA of the same immediately.

16. I/We further certify that we/any Member of the Consortium or any of our/ their Association are not barred by the Central Government/State Government or any entity controlled by it, from participation in any project (DBFOT or otherwise), and no bar subsists as on date of Bid.
17. I/ We acknowledge and undertake that if our Consortium gets qualified and short-listed on the basis of Financial Capacity of its Member who shall, for the period specified in the Concession Agreement, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPV; (ii) 5% (Five percent) of the Total Project Cost specified in the Concession Agreement;
18. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFQP, I/We shall inform DMA forthwith along with all relevant particulars and DMA may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Development Agreement shall be liable to be terminated without DMA being liable to us in any manner whatsoever.
19. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Development Agreement.
20. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMA 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.
21. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Development Agreement 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.
22. I/ We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Development Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMA or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
23. I/ We offer a Bid Security of Rs _____ (_____ in words) to DMA in accordance with the RFQP Document.
24. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
25. 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 / Concession is not awarded to me/us or our Bid is not opened or rejected.

26. I/ We certify that in terms of the RFQP, my/our Net Worth is Rs. (Rupees) and Average Annual Turnover (for the last 5 Financial Years) is Rs (Rupees);

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

28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Development Agreement till occurrence of Financial Close in accordance with the Development Agreement.}

29. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFQP.

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

Yours faithfully,

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

Place: Name and seal of Bidder/Lead Member

APPENDIX-3

(Should **be filled separately in envelope** II only.)**Format for Price Bid**

Date:

To

Director,
 Directorate of Municipal Administration,
 Department of Urban Development & Housing,
 Government of Jharkhand
 3rd Floor, FFP building, Opp. Project Building, Dhurwa,
 Ranchi 834 004,
 Jharkhand

Re: Construction Of 40000 E.W.S. Dwelling Units on Hybrid Annuity Model On Ppp Basis under Vertical-3 Of PMAY – Housing For All 2022 (Urban) In Urban Areas In Jharkhand

We are pleased to submit our Price Bid for the **CONSTRUCTION OF 40000 E.W.S. DWELLING UNITS ON HYBRID ANNUITY MODEL ON PPP BASIS UNDER VERTICAL-3 OF PMAY – HOUSING FOR ALL 2022 (URBAN) IN URBAN AREAS IN JHARKHAND**. We have completely understood the scope of work for the Project and have reviewed all the terms and conditions of the Request for Qualification cum Proposal Document, including the draft Development Agreement, and undertake to comply, observe and abide by all the terms and conditions set out in the aforesaid documents. We hereby declare that our Price Bid is unqualified and unconditional in all respects and there are no deviations from the stated terms in the RFQP Document.

We quote an amount of Rs _____ (Rupees _____ only) as Per Square Feet Cost (the **“Unit Cost”**) and interest rate of _____ (_____ percentage) per annum (**“Interest Rate”**) for the aforesaid Project to DMA as per the terms of draft Development Agreement.

The aforesaid Per Square Feet Cost and the interest rate have been quoted by us after taking into consideration all the terms and conditions stated in the RFQP Document including draft Development Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.
- In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

APPENDIX-4**Details of the Bidder**

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax No.
4. Particulars of the Authorised Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax No.
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.3.4 (h) should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium:

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

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

APPENDIX-5

Technical Capacity of the Bidder

A. Experience Related to the Proposed Technology

Type of the Bidder	Project Name	Technology Used (Refer Clause 1.1.5)	Year of commencement	Year of Completion	Total Carpet Area of the Dwelling Units (sqmt)	Number of Floors (G + n) ^{\$} (No.)	Carpet area of G+4 or more floors (sqmt)
Single Entity Bidder							
Consortium							

^{\$}G=Ground Floor

n= Number of floors above Ground Floor

Note:

1. The Bidder shall submit client certificate and/or Statutory Auditor certificate giving the details related to the proposed technology, number of floors, total carpet area and the carpet area of dwelling units which is G+4. The certificate shall also contain the project cost and current status of the Project.
2. The Bidder shall also submit copy of the certification from institutes mentioned in Clause 2.3.1 A (b) and the certification shall also include the details as mentioned in 2.1.3 (A) (b) related to the Structural safety, Fire safety, Resistance against water and moisture penetration, Thermal behavior, Acoustic behavior, Durability etc.

B. Particulars of Key Personnel

Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment	
				Name of Firm	Employed Since

C. Curriculum Vitae of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Name of Project	Description of Responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- a. I am willing to work on the Project and I will be available for entire duration of the Project as required.
- b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Bidder)

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorized Representative of the Bidder along with the seal of the firm.

APPENDIX-6

Format for Financial Capacity of the Bidder

(In Rs. crore^{\$})

Bidder type \$\$	Member Code [£]	Average Annual Turnover					Net Worth ^{££}
(1)	(2)	Year 1 (3)	Year 2 (4)	Year 3 (5)	Year4 (6)	Year5 (7)	Year 1 (8)
Single entity Bidder							
Lead Member of Consortium							
Consortium Member 2							
Consortium Member 3							

Name & address of Bidder's Bankers:

\$\$A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

£For Member Code, Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member and OM means Other Member.

££The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.3.7.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3(three) years preceding the Bid Due Date. The financial statements shall:

- (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
 3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
 4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.3.10.
 5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.3.4 (h) of the RFQP document.
 6. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and the Average Annual Turnover and also specifying the methodology adopted for calculating such Net Worth and the Average Annual Turnover in accordance with Clause 2.3.2 (i) and Clause 2.3.2 (ii) of the RFQP document.

APPENDIX-7**Format for Details of Eligible Projects**

Item	Particulars of the Project
(1)	(3)
Title & nature of the project	
Entity for which the project was constructed /developed	
Location	
Project Cost	
Date of commencement of project/contract	
Date of completion/commissioning	
Whether credit is being taken for the Eligible Experience (Yes/No)	
Proposed Technology	
Carpet Area	
Number of Floors	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this **Appendix**. The projects cited must comply with the eligibility criteria.
2. A separate sheet should be filled for each Eligible Project.
3. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party

to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.

4. Provide the estimated capital cost of Eligible Project.
5. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
6. Certificate from the Bidder's statutory auditor^{\$} or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member may provide the requisite certification.
7. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.3.7, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate^{\$}

Based on the authenticated record of the company, this is to certify that more than 50% (fifty percent) of the subscribed and paid up voting equity of (name of the Bidder/ Consortium Member/ Associate) is held, directly or indirectly[£], by (name of Associate/ Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.3.7 of the RFQP Document.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

^{\$} In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

^{\$} In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% (fifty percent) in order to establish that the chain of "control" is not broken.

Date	:
Signature of the Statutory Auditor of the Bidder	:
Name of the Partner	:
Name of the Statutory Auditor Firm/Company	:
Registration Number of the Partner	:
Address of the Statutory Auditor	:
Phone Number of the Statutory Auditor Firm/Company	:
Fax Number of the Statutory Auditor Firm/Company	:

8. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of score.

APPENDIX-8**Format for Statement of Legal Capacity**

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

Ref. Date:

To,

Director,
Directorate of Municipal Administration,
Department of Urban Development & Housing,
Government of Jharkhand
3rd Floor, FFP Building, Opp Project Building, Dhurwa,
Ranchi 834 004,
Jharkhand

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 RFQP 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 RFQP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

^{\$}Please strike out whichever is not applicable.

Date:

APPENDIX-9**Power of Attorney for signing of Bid¹**

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 selection and submission of our bid for the **Construction Of 40000 E.W.S. Dwelling Units on Hybrid Annuity Model On PPP Basis under Vertical-3 Of PMAY – Housing For All 2022 (Urban) In Urban Areas In Jharkhand** proposed or being developed by the Directorate of Urban Development (the "DMA") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to DMA, representing us in all matters before DMA, signing and DMA execution of all contracts including the Development Agreement and undertakings consequent to acceptance of our bid, and generally dealing with DMA 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 Development Agreement with DMA. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by 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, designation and address)

Witnesses:

- 1.
- 2.

¹To be submitted in original

Accepted

Notarised

(Signature, name, designation 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.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-10

Power of Attorney for Lead Member of Consortium

Whereas the Directorate of Urban Development(the“DMA”) has invited Bids from interested parties for the **Construction Of 40000 E.W.S. Dwelling Units on Hybrid Annuity Model On PPP Basis under Vertical-3 Of PMAY – Housing For All 2022 (Urban) In Urban Areas In Jharkhand** (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 Qualification cum Proposal (RFQP) 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 having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, 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 selection of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, accept the Letter of Award, 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 DMA, 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 Development Agreement is entered into with DMA.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

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 board or shareholders' resolution/* power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-11

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. Limited, a company incorporated under the Companies Act, 1956/2013[¥] and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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

WHEREAS,

(A) Directorate of Municipal Administration, Department of Urban Development & Housing, Government of Jharkhand, (hereinafter referred to as the **"DMA"** 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 Qualification cum Proposal No. dated (the **"RFQP"**) for **Construction Of 40000 E.W.S. Dwelling Unitson Hybrid Annuity Model On PPP Basis under Vertical-3 Of PMAY – Housing For All 2022 (Urban) In Urban Areas In Jharkhand** (the **"Project"**).

[¥]A Bidder who is registered abroad may substitute the words, viz "a company registered under the Companies Act, 1956/2013" by the words, viz "a company duly organised and validly existing under the laws of the jurisdiction of its incorporation". A similar modification may be made in Recital 2, as necessary.

- (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 “RFQP” document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the “RFQP” document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREEDas follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the “RFQP”

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPC**”) under the Indian Companies Act, 2013 for entering into a Development Agreement with DMAand for performing all its obligations as the Developer in terms of the Development Agreement 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 (Financial Member /Operation and Maintenance Member/ Other Member of the Consortium 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 Development Agreement when all the obligations of the SPC shall become effective;

- (b) Party of the Second Part shall be (Financial Member/Operation and Maintenance Member/ Other Member of the Consortium);

- (c) Party of the Third Part shall be (Financial Member/Operation and Maintenance Member/ Other Member of the Consortium);

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 "RFQP" and the Development Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Development Agreement.

6. Shareholding in the SPC

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:

First Party:

Second Party:

Third Party:

- 6.2 The Parties undertake that a minimum of :

- (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPV; and
- (ii) 5% (Five percent) of the Total Project Cost specified in the Concession Agreement.

shall, at all times during the agreement period, be held by the Parties of the First, {Second and Third} Part whose Net Worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the "RFQP".

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

7. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf

of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, 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 Associates 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 Development Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by DMA to the Bidder, as the case may be.

9. Miscellaneous

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

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

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:

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

SIGNED, SEALED AND DELIVERED

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

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.

3. 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.

APPENDIX-12

Bank Guarantee for Bid Security

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the "DMA", 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 (a company registered under the Companies Act, 1956/ 2013) and having its registered 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), **Construction Of 40000 E.W.S. Dwelling Unitson Hybrid Annuity Model On PPP Basis under Vertical-3 Of PMAY – Housing For All 2022 (Urban) In Urban Areas In Jharkhand** for DBFT basis (hereinafter referred to as "**the Project**") pursuant to the RFQP Document dated issued in respect of the Project and other related documents including without limitation the draftDevelopment Agreement (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 1.2.9of the RFQP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to DMA an amount of Rs. (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by DMA stating that the Bidder is in default of the due and faithful fulfilment 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 DMA is disputed by the Bidder or not, merely on the first demand from DMA stating that the amount claimed is due to DMA by reason of failure of the Bidder to fulfil 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. (Rupees 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 inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between DMA 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 DMA shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment 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 DMA that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between DMA 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, DMA shall be entitled to treat the Bank as the principal debtor. DMA 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 fulfilment 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 DMA, and the Bank shall not be released from its liability under these presents by any exercise by DMA 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 DMA or any indulgence by DMA to the said Bidder or by any change in the constitution of DMA 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 which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for DMA 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 DMA 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 DMA 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. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if DMA serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-13**Non-Collusion Certificate**

(on the Letter Head of Bidder/ Each Consortium Member)

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated thisDay of, 20.....

..... Name of the Bidder

..... Signature of the Authorised Person

..... Name of the Authorised Person

Note:

- To be executed by all the Members in case of Consortium.

Annexure 1

Project locations will be situated in the following cities (Urban Local Bodies)

Sl. No	ULBs
1	Adityapur
2	Basukinath
3	Bishrampur
4	Bundu
5	Chaibasa
6	Chakardharpur
7	Chakulia
8	Chas (Bokaro)
9	Chatra
10	Chirkunda
11	Deoghar
12	Dhanbad
13	Dumka
14	Garhwa
15	Giridih
16	Godda
17	Gumla
18	Hazaribagh
19	Hussainabad
20	Jamshedpur
21	Jamtara
22	Jhumriteliya
23	Jugsalai
24	Khunti
25	Koderma
26	Latehar

27	Lohardaga
28	Madhupur
29	Mango
30	Manjhiaon
31	Medininagar
32	Mihijam
33	Nagar Uttari
34	Pakur
35	Phusro
36	Rajmahal
37	Ramgarh
38	Ranchi
39	Sahibganj
40	Seraikela
41	Simdega

* ULBs notified by the state government in future will also be considered as part of this project