FOR DEVELOPMENT OF INTEGRATED GROUP HOUSING FACILITY ON PPP/TURN KEY BASIS

VOLUME II

ISSUED BY

AMDAVAD MUNICIPAL CORPORATION

Address:
Amdavad Municipal Corporation
5th Floor, New Building,
SNP/Housing Project,
Sardar Patel Bhavan, Danapith,
Amdavad.

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Volume - II INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION & INSTRUCTIONS

FORM OF BID / ADDRESS FOR SUBMISSION / DEADLINE

1.1	The bidders are required to submit Technical Bids in separate sealed envelopes		
	clearly marked as follows: <i>Envelope B</i>		
"Tec	chnical Bid for Development of Integrated Group Housing Facility over Sqmt of		
	land at, Gujarat"		
	Submitted By: [Name of Bidder]		
1.2	For the Technical Bid, the bidders are required to submit within the envelopes a		
	total of two (2) copies, i.e. one (1) original and one (1) copy. An authorized		
	signatory of the bidder (Lead Member in case of JV) is required to initial each		
	page of the original copy of the Technical Bid.		
1.3	For the Financial Bid, the bidders are required to submit it online (quoting		
	minimum total cost of SRS quoted by the bidder/ highest net land premium, as		
	the case may be.) Performa financial bid is attached (in Annexure-I in Financial Bid)		
1.4	The separate envelopes containing the "Envelop A" and "Envelop B" shall be		
	placed in a sealed outer envelope or box, clearly marked as follows		
'Bi	d for Development of Integrated Group Housing Facility over Sqmt of land at		
	, Gujarat' – Package No		
	Submitted By: [Name of Bidder]		
1.5	The bids shall be submitted to the following address:		

Amdavad Municipal Corporation Assistant manager (Project)/PWA office, 2nd Floor, C-wing, old Building, Sardar Patel Bhavan, Danapith, Amdavad.

- 1.6 The bids shall be received at the above address before time and date given as per advertisement for RFP. Bidders can submit their bids by RPAD or Speed post or courier or by hand delivery so as to reach the designated address within the stipulated deadline for submission. AMC or any of its agencies/advisors shall not be responsible for any delay in receipt of bids. Any bid received after the due date/time for submission of bids shall not be opened / evaluated and shall be deemed to be rejected for all purposes.
- 1.7 Any bidder seeking a clarification with regard to the RFP may address the request in writing mentioning "Queries on RfP Document for Development of Integrated Group Housing Facility over ___ Sqmt of land at ______, Gujarat on PPP/Turn Key Basis" to AMC, at the following address, before time and date given as per advertisement for RFP.:

Amdavad Municipal Corporation Additional city engineer (SNP/Housing) 5th Floor, New Building, Slum Networking Project, Sardar Patel Bhavan, Danapith, Amdavad.

PRE-BID MEETING

1.8 A pre-bid meeting shall be held as per date and time given in advertisement for RFP to clarify any queries that the bidders may have. Queries in writing should be sent to AMC at least three days prior to the date of the pre-bid conference at the address given above. The venue of the Pre-Bid Meeting would be:

O/o Additional City Engineer (SNP/Housing), 5th Floor, New building, Amdavad Municipal Corporation Sardar Patel Bhavan, Danapith, Amdavad. 1.9 The minutes of the pre- bid conference incorporating the clarifications will be circulated to all the bidders and shall form part of this RfP document.

BIDDER'S RESPONSIBILITY FOR DATA

While preparing the Technical and Financial Bids, the bidder shall consider the information based on studies undertaken on behalf of AMC by any of its agencies/consultants/advisors. However, Bidder shall be wholly responsible for all the details of its Bid, the physical and site conditions, the execution methodology, etc. In essence, after the Bid is submitted, the bidder shall be the 'owner' of all the data, which forms the basis of Technical Bid and Financial Bid.

- 1.10 The bidder shall be responsible for all the data provided in Technical and Financial Bids. The Bids should be prepared in reasonable detail to enable AMC or its nominated agencies/advisors to evaluate the Bids and select the successful bidder.
- 1.11 The bidder is advised to carry out necessary technical surveys, field investigations, market & demand assessment, etc. at its own cost and risk, before submitting the Technical and Financial Bid.
- 1.12 AMC or any of its agencies/consultants/advisors reserves the right to vet and verify any or all information submitted by the Bidder. AMC's decision regarding any Bidder's eligibility or otherwise shall be final and binding and AMC and/or any of agencies/consultants/ advisors would be under no obligation and/ or responsibility to inform any Bidder of the grounds of such decision / rejection.
- 1.13 Bidders shall provide evidence of their continued eligibility, in accordance with the Technical Bid in a manner that is satisfactory to AMC and as AMC may reasonably request till signing of Development Agreement and sale deed. A Bidder may be disqualified, if it is determined by AMC at any stage of the

bidding process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the qualification criteria.

- 1.14 Supplementary information or documentation regarding qualifications if any sought for from the Bidders at any time must be provided within the time frame stipulated in such request(s).
- 1.15 Bidders may be required to periodically update, at any time as may be notified by AMC, the information submitted in their Bids as regards the following:
 - (a) Evidence of access to project funding and its sources; provided in this RfP in totality. The details of the Project, given in this RfP and veracity of the data or designs and drawings given in this RfP;
 - (b) Annual Reports including Balance Sheet and Profit & Loss Account of all members of the JV;
 - (c) Proof of experience in designing, constructing, implementing, operating and maintaining and marketing projects similar to the Proposed Project.
- 1.16 Bidders may, prior to submitting their Bid for the Project, visit and examine the Site of the Project and its surroundings at their own expense and obtain and ascertain for themselves, all technical data, demand and other information necessary for preparing their Bids.
- 1.17 For the above purpose, the bidders may approach AMC for assistance during any site visit. The bidders shall be responsible for all arrangements and shall release and indemnify AMC and/or any of its agencies/consultants/advisors from and against all liability in respect thereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen.

1.18 The Bidders shall be deemed to have full knowledge of the site, whether physically inspected or not and any objection / allegation of inadequate / nor availability / suppression of information either before or after submission of bid shall not be entertained irrespective of its consequences.

GENERAL INFORMATION TO BIDDERS

- 1.19 The bidder shall bear all costs associated with the preparation and submission of its Technical and Financial Bids, including data collection, analysis, design, etc. Neither the AMC nor any of its agencies/consultants/advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the bidding process.
- 1.20 Information relating to the examination, clarification, evaluation and comparison of proposals and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence AMC or any of its agencies/consultants/advisors processing of bids for award shall result in the rejection of the bid.
- 1.21 To assist in the examination, evaluation, and comparison of proposals, AMC or any of its agencies/consultants/advisors may, at its discretion, ask any Bidder for clarification. AMC or any of its agencies/consultants/advisors may utilize the services of any consultant or other advisor to assist in the examination, evaluation and comparison of proposals. However, clarifications if any required from bidder, shall be in written form and will be communicated to bidder by AMC or any of its agencies/consultants/advisors.

- 1.22 In case of difference between original and photocopies, information/ data/ bid provided in the original would prevail.
- 1.23 AMC will check bids determined to be substantially responsive for any arithmetic errors. Wherever there is discrepancy between the amounts / percentage in figures and in words, the amount / percentage expressed in words will govern. Any such corrections made by AMC shall be considered as binding upon the bidder. If the bidder does not accept the corrections in proposal, AMC may reject the Bid and Bid Security will be forfeited.

1.24 Eligible Bidders

The Bidder may be a single entity ('Bidding Company') or a group of entities (Joint Venture), coming together to implement the Project. The expression 'entities', for the purpose of this clause, shall mean and refer to corporate entities incorporated under the Companies Act, 1956. The term Bidder used hereinafter would therefore apply to both a single entity and a JV. The Bidder should submit a Power of Attorney as per the format enclosed at Annexure A8, authorizing the signatory of the Bid to commit the Bidder. In case the Bidder is a JV, it must comply with the additional requirements for bidding as a JV as specified in the Clause 1.25 – 1.33 (Instructions to Bidders").

At any point in time in the Bidding Process, if required by AMC, it is the Bidders' responsibility to provide such evidence of their eligibility as per the terms of the RFP, to the satisfaction of AMC. Bidders may be required to periodically update (at times to be notified by AMC) the information submitted in their Capability Statement as regards the following:

- Evidence of availability of financial resources & technical capability;
- Commitments of other works awarded since submitting the Bid;
- Any other information that might be requested;

- Any information known to the Bidder that may affect its ability to perform the contractual obligation.

A Bidder may be disqualified if it is determined by AMC, at any stage of the bidding process that the Bidder fails to continue to satisfy the Eligibility Criteria /Technical and Financial Criteria. RFP is open to participation by any persons or bidder in any manner from any country subject to Applicable Laws and regulations of Government of India.

The Selected Bidder in the form of a single entity ('Bidding Company') or a group of entities ('JV') shall fulfill some criteria so as to enter into a Development Agreement. Such criterion should be specified in the LoI (Letter of Intent).

INSTRUCTIONS FOR JOINT VENTURE

- 1.25 Only one type of JV is allowed for the contractor, which is between the technology provider and the contractor/developer himself. In this case, the contractor/developer should submit all the documents regarding the technical & financial eligibility, whereas the technology provider should submit all the certificates related to the construction technology.
- 1.26 In case the bidder is a JV, the members of the JV shall furnish a Power of Attorney designating one of the members, as per the JV Agreement, as their Lead Member. The Lead Member would be fully responsible for satisfactory performance under the terms of the Agreement to be signed with AMC.
- 1.27 Wherever required, the Bid should contain the information required for each member of the JV.
- 1.28 The bid shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the JV.
- 1.29 The Bid should include a description of the roles and responsibilities of individual members.
- 1.30 The Lead Member must be able to demonstrate its ability of financial capacity to invest in the project.

- 1.31 Any change in the composition of a bidding JV after the final date of submission of bids, as given in this document, would result in disqualification of the Bidder.
- 1.32 No member can propose to be a member of more than one Bidding JV for submission of bids for the Project.
- 1.33 A copy of the JV Agreement registered should be submitted with the Bid. The JV Agreement entered into among the members of the JV should be specific to this Project and should contain the above requirements failing which the Application should be governed by the laws, rules and regulations of India and should be subject to jurisdiction of Indian Courts only.

Amendment of RFP

- 1.34 AMC may modify the RFP by issuing an Addendum before Due Date.
- 1.35 Any Addendum and Corrigendum thereto, thus issued shall be part of the RFP and shall be published online on website: https://amc.nprocure.com AMC will assume no responsibility for receipt of the Addendum and Corrigendum.
- 1.36 To give prospective Bidders reasonable time in which to take any Addendum and/or Corrigendum into account in preparing their bids, AMC may, at its sole discretion, extend the Due Date.

VALIDITY OF TERMS OF THE BID

1.37 Each bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the last date for submission of the bid. Non-adherence to this requirement may be a ground for declaring a bid as non-responsive. However, AMC may solicit any bidder's consent for extension of the period of validity if the bidder agrees to reasonably consider such a request. The request and response shall be in writing. A bidder accepting such an extension shall not be permitted to modify his bid in any other respect.

MISCELLANEOUS INSTRUCTIONS TO BIDDERS

- 1.38 All Bidders should note the following:
 - Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* may be considered nonresponsive and may be liable for rejection;
 - Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring a Bid non-responsive;
 - All communication and information should be provided in writing and in English language only;
 - All financial data shall be in Indian Rupees only;
 - The metric system shall be followed for units;
 - All communication and information provided should be legible, and wherever
 the information is given in figures, the same should also be mentioned in
 words. In case of conflict between amounts stated in figures and words, the
 amount stated in words will be taken as correct;
 - No change in, or supplementary information to a Bid shall be accepted once submitted. However, AMC or any of its agencies/consultants/advisors reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by AMC or any of its agencies/consultants/advisors, can be a ground for rejecting the Bid;
 - If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by AMC or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of AMC or any of its agencies/consultants/advisors, and if AMC or any of its agencies/ consultants/ advisors, is adequately satisfied;

 The Bidder shall provide, in the Technical Bid, the names and relevant experience of subcontractors, consultants, agents, and agencies to be retained for executing the construction and operation activities on behalf of bidding JV;

POWERS OF ATTORNEY

- 1.39 For JV, other member of the JV (apart from the lead member) shall submit a Power of Attorney, registered and on a stamp paper of an appropriate value, appointing the lead member to act on its behalf in such capacity as its representative for the implementation of the Project by the Bidding JV. The format for the same is provided as Annexure A7 to this document.
- 1.40 For the lead member of a bidding JV and also for companies bidding singly, a Power of Attorney, registered and on a stamp paper of an appropriate value, issued and signed by an authorized signatory of the lead member in favour of a specified person to act as the official representative of the bidding JV/bidder for the purpose of signing documents, making corrections/modifications and interacting with AMC or any of its agencies/consultants/advisors, and acting as the contact person shall be submitted. The format for the same is provided as Annexure A8 to this document.

EARNEST MONEY TO BE PAID BY THE BIDDERS

- 1.41 Each bidder shall furnish, along with the Technical Bid in Envelope A, an Earnest Money Deposit amounting to 1% of estimated project cost for the Project as per Volume I, Section 9; sub-section 21.
- 1.42 The Earnest Money shall be in the form of an unconditional and irrevocable Earnest Money from a scheduled / nationalized bank in India (in the format attached) in favour of "Municipal Commissioner, Ahmedabad". The Earnest Money shall remain valid for a period of 180 days beyond the original validity period for the bid.

- 1.43 Any bid not accompanied by an acceptable Earnest Money, in the manner stated above, shall be the ground amongst others for rejection of bid as non-responsive.
- 1.44 The Earnest Money of unsuccessful bidders will be returned as promptly as possible, but not later than 180 days after the expiration of the bid validity period, or selection of the preferred bidder, whichever is later.

1.45

- 1.46 The Earnest Money will stand forfeited if:
 - (a) Bids are withdrawn within the validity period;
 - (b) Successful Bidder fails to sign the Development Agreement;
 - (c) Successful Bidder fails to provide security deposit within the stipulated time period;
 - (d) Bidder fails to provide project development fees (to AMC & TA) in a manner as specified in the Letter of Intent (LoI)/ Letter of Award (LoA).
- 1.47 The preferred bidder will be required to make available security deposit which shall be converted as performance securities after completion of project.

MODIFICATIONS OR WITHDRAWALS OF BIDS

- 1.48 Any Bidder may modify or withdraw its Bid after submission prior to the deadline for submission of bids, provided that AMC receives in time the written notice of the modification or withdrawal. The responsibility of submitting the modified bid, within the deadline for submission of bids will rest solely with the bidder.
- 1.49 No bidder shall be allowed to modify its bid after the deadline for submissions. Bidder shall be allowed to modify the bid after the last date, only if the same is requested by AMC, to accommodate clarifications on the Bid submitted, subject to the Bid substantially conforming to the requirements of this solicitation.

1.50 In the event of withdrawal of a bid by any bidder within the validity period, the bid security submitted by the bidder shall stand forfeited.

RESPONSIVENESS OF BIDS

- 1.51 A Bid shall be deemed "non-responsive" if it does not satisfy any of the following conditions:
 - It is not received by the due date and time;
 - It does not include sufficient information/qualification for it to be evaluated and/or is not in the formats specified in this RfP;
 - It is not signed and/or sealed in the manner or accompanied by powers of attorney as specified in this RfP;
 - Non-submission of Earnest Money of the specified amount as Bid Security;
 - Non submission of required document (s) as specified in ths RfP.

OPENING OF BIDS

1.52 The Financial Bids would be opened after completion of the verification of the compliance of the general documentation submitted as Technical Bid. The Financial Bids of only those bidders whose Technical Bids have been found to be responsive would be opened. AMC or any of its agencies/consultants/advisors shall duly inform the technically qualified bidders of the time and place for the opening of Financial Bids. The Financial Bids of bidders failing the evaluation of Technical Bids will be returned unopened to the Bidders after signing of Development Agreement with the Preferred Bidder.

Criteria for Evaluation

Evaluation Parameters

- 1.53 The Bidder's competence and capability is proposed to be established by the following parameters:
 - (a) Technical Experience
 - (b) Financial capability factor, in terms of:
 - i. Turn over

- ii. Net Worth
- iii. Bid capacity
- 1.54 On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this Section. Bidders meeting all the criteria only will be qualified for further evaluation of the Proposal.
- 1.55 Bids without Bid Security fee will be disqualified

MINIMUM QUALIFYING CRITERIA FOR THE BIDDER

1.56 The Bidders should satisfy the following minimum parameters.

TECHNICAL PARAMETERS

- 1.57 Bidder (Single or JV) to demonstrate the capability of:
 - Experience of having successfully completed similar nature of works as a prime contractor during the last five years ending last day of the month previous to the one in which bids are invited.
 - o Three similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tenders,

Or

 Two similar completed works, each costing not less than the amount equal to 50% of estimated cost put to tender,

Or

- One similar completed work of aggregate cost not less than the amount equal to 80% of estimated cost put to tender.
- If the bidder submits proposal for developing slum rehabilitation project with buildings more than G+4, then the bidder needs to have experience of similar

completed work of construction of buildings of a height of minimum 16.5 m/G+4/P+5.

FINANCIAL PARAMETERS

- 1.58 The average annual financial turnover should not be less than amount of the tender divided by No of years for project completion period i.e. time limit of project during last 5 consecutive financial.
- 1.59 The average net worth should not be less than 15% of the estimated project cost during last 5 consecutive financial.
- 1.60 Should have a bank solvency of the amount equal to 20% of the estimated cost of composite work issued by the Bank as per attached list. The solvency should not be more than six month old.
- 1.61 The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 10% per annum; Calculated from the date of completion to March-2015.
- 1.62 The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = [AxNx2]-B Where,

A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and on-going works and LOI issued to be completed during the period of completion of work for which bids have been invited.

- 1.63 The initial criteria prescribed above in respect of experience of similar class of work completed, bidding capacity and financial turnover etc. will first be scrutinized and the bidder's eligibility for the work to be determined.
- 1.64 Firm/contractor should submit requisite details/documents with respect to eligibility criteria like, average financial turnover of building works, solvency certificate, details of completed multi-storeyed building works executed or awarded, details of construction plants and equipments, structure and organization, performance report of work completed or under execution.
- 1.65 The firm/contractor has to be registered with any department of state government or any ministry of central govt. /Public authority /Public sector undertaking, Municipal Corporation with million plus population for infrastructure development.
- 1.66 The contractors who are not registered in appropriate category or class can also bid provided the bidders shall produce his registration certificate before the opening of the price bid.
- 1.67 To qualify for the opening of Financial Bid, a bidder must comply with all the Annexures as listed in 2.1 follow the respective formats.
- 1.68 AMC intends to complete the entire process of bid evaluation and award within a period of 60 days from receipt of bids. In order to enable AMC to meet the target, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. AMC shall adhere to the above schedule to the extent possible. AMC, however, reserves the right to modify the same. Intimation to this effect AMC shall be given to all Bidders including request for extending the bid validity if required.
- 1.69 In addition to the other requirements covered above, the Bidder should provide information about any litigation or arbitration resulting from contracts

undertaken by the Bidder (including individual members of bidding JV) in the last five years. Suppression of any information or material in this regard would be construed as a fundamental breach and AMC reserves the right to take appropriate action including cancellation of the Bid, forfeiting of Bid Security, etc. as may be deemed fit and proper by AMC at any time without requiring to give any notice to the Bidder in this regard.

- 1.70 The Municipal Commissioner reserves the right to reject or accept any or all tenders without assigning any reason whatsoever.
- 1.71 Contractor shall have to make his own arrangements for water and electricity for the purpose of construction work at site at his own expenses.

OVERALL SUBMISSION FOR GENERAL DOCUMENTATION

2.1 General Documentation (Submission must for proposal to be considered technically responsive)

In this section, the Bidders will provide the general documentation and information required for the proposals to be considered responsive. Some of these are applicable only for specific bidding firms and need not be provided by others (Annexures A3, A4 and A5). The formats for these documents are provided as Annexures to this volume (Annexures A1-A10), covering the following:

Section 1	General parameters and evaluation	
Annexure A1	Covering letter for Envelope A	
Annexure A2	Integrity Pact	
Annexure A3	Letter of Transmittal	
Annexure A4	Description of the Bidding Company, Project Experience & Financial Strength	
Annexure A5	Letter of Acceptance/ Memorandum of Understanding (MoU) (applicable in case of JV)	
Annexure A6	Bank Solvency Certificate	
Annexure A7	Power of attorney for appointing Lead Member in case of JV	
Annexure A8	Power of attorney for appointing signatory for the proposal	
Annexure A9	Information of Litigation	
Annexure A10	Proforma of Bank Guarantee for Bid Security	
Annexure A11	Project Cost	
Annexure A12	Means of Financing	
Annexure A13	Net Worth & Net Cash Profits	
Annexure A14	Details of all Works Similar Class Completed	
Annexure A15	Details of all Works Similar Class Completed with any other	

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	Construction Technology apart from Conventional Technology
Annexure A16	Project under Execution/Awarded
Annexure A17	Details of Executive & Personnel
Annexure A18	Details of Plants & Equipments
Annexure A19	Financial Qualification
Annexure 20	Project Summary

- 2.2 The Financial Plan to be submitted by the Bidder will outline over for the time allowed for completion in the form of following formats for:
 - a) Project Cost, and
 - b) Means of Financing for the project

The Bidder must fill all the information as required in the listed annexure formats (Annexure A11-12) and present the same towards compliance of this section.

- 2.3 Bidders are allowed to tie up with JV Members having specialised experience/expertise of relevance to the Project that is not available to the Bidder inhouse. The Bidders have to furnish an in-principle Memorandum of Understanding (MoU) / Letter of Association with the proposed JV Member for the experience/expertise of the JV Member to be considered. The coverage of the MoU is provided as Annexure A5.
- 2.4 In addition to the above, each Bidder is required to provide as part of the Technical Bid an estimate of the Total Project Cost and likely distribution of these costs across the proposed project components as per the formats provided in Annexure A-11. Each Bidder shall also provide as part of the Financial Bid an overall financing plan showing the proportion of funding expected to be met through equity and debt. However, if Bidder is not proposing any debt as a means of finance, Annexure A-12 may not be provided.

- 2.5 Company/JV details on Annexure-A4 with copy of Memorandum of Association/Article of association in case of companies and also copy of MOU/Agreement in case of JV.
- 2.6 Audited financial accounts of previous 5 Years

IMPLEMENTATION CAPABILITY

- 2.7 This parameter pertains to demonstration of past technical strength and capability to execute the project collectively for the major components of the Development of Integrated Group Housing Facility over ___ Sqmt of land at ______. Such demonstration is expected through either in-house experience OR experience of the JV members (maximum three allowed including Lead Member) OR experience of Alliance Partners entering into a Memorandum of Understanding with the Lead Member/Bidder.
- a. Similar type of development of Residential/ Group Housing/ Commercial/ Retail projects and its marketing capability;
- 2.8 For demonstrating Implementation Capability, Bidder/s must fill all the information as required in the listed annexure formats (Annexure A14-A16) and present the same towards compliance of this section. The requirements and evaluation parameters for this section are discussed in greater detail below.

3. INSTRUCTIONS FOR FINANCIAL BID SUBMISSION

- 3.1 Although the financial bid will be submitted at the same time with technical bid, it will be opened only after completing the evaluation of technical bids. Prior to the detailed evaluation of the financial bid, AMC may determine whether each bid or bidder, as the case may be:
 - (i) Continues to meet the eligibility criteria as given in this RfP;
 - (ii) Is in complete compliance with the Technical Bid requirements;
 - (iii) Has been properly signed and contains any required representations or commitments;
 - (iv) Is presented in a manner that matches with the requirements of the RfP and follows the required formats;
 - (v) Conforms to all terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one:
 - Which affects in any substantial way the scope, quality, or performance of the Project; or
 - Which limits in any substantial way, inconsistent with the bidding documents, AMC's rights or the Bidder's obligations under the Agreement;
 - Whose rectification would affect unfairly the competitive provision of other bidders presenting substantially responsive bids.
- 3.2 Each bidder shall indicate clearly in the financial bid the total amount of cost for SRS / highest net land premium for _____ Sqmt of land. The figure shall be quoted in INR.

- In case of tie among the bidders based upon the same quote, AMC may call / ask for a fresh and a sealed financial submission in the same manner as the original, only from such bidders (whose quotes have been found to be the same) on a fixed date and time as decided by AMC. In the fresh new financial submission, the Bidders must quote a figure higher than the figure quoted in the earlier financial bid.
- 3.4 The Preferred Bidder/Developer has the freedom to decide on the overall layout, design and architecture of the various components in the project subject to the specified development controls and obtaining of required approvals.
- 3.5 The intention to sign Development Agreement would be conveyed by AMC to the Successful Bidder whose bid has offered the Minimum total amount of cost of SRS / highest net land premium and who satisfies all other compliance requirements. Prior to expiration of the period of proposal validity, AMC will notify the Successful Bidder by registered letter that its bid has been accepted.
- 3.6 AMC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals, at any time prior to the award of Letter of Acceptance to the Preferred Bidder, without assigning any reason and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AMC's action.
- 3.7 After completing the evaluation of Financial Bid and identifying the successful bidder, AMC shall issue a Letter of Acceptance (LoA) to the Successful Bidder, indicating its intention for signing the Development Agreement. Within 30 days, upon issuance of such LoA to the Developer, the Preferred Bidder will be required to:

- 1/3rd Land Premium to AMC, in the form of a Demand Draft in favour of Municipal Commissioner, Ahmedabad, payable at Ahmedabad; in case of positive land premium
- 1.25% of Project Cost* to be payable to AMC before signing of Development Agreement;
- 0.25% of Project Cost* to be payable to transaction advisor before signing of Development Agreement; if applicable.
- * Estimated Project Cost indicated in the Technical Bid of the Preferred Bidder will be adopted for this purpose.

4. SCOPE OF WORK

The work shall be executed on Turnkey basis from conception to commissioning services including soil investigation, all necessary engineering survey, construction, designing, method of erection in accordance with layout plan and detailed architectural / structural drawings duly approved as specified by AMC.

Scope of work contained in the paragraphs mentioned below is only indicative
and not exhaustive. In addition the contractor shall be responsible for executing
all items required for completing the houses in all respect to make the dwelling
units habitable and ready for occupation including all services, environment-fit
for habitation with electrical, landscaping works complete as per direction of
Engineer-in-charge.

Note: In addition to this, shops to be provided in case of commercial unit as per norms of GoG policy on slum rehabilitation, attached hereafter. There may be increase in the No. of slum dwellers/Shops in slum so Contractor/Developer shall have to carry out slum survey to verify the no. of residential units and commercial unit in the slums before submitting technical or financial bid.

- 2. Contractor/Developer will have to prepare the layout plan and detailed architectural drawings to be approved as specified by AMC for this scheme within the development control norms attached in the tender documents and GDCR norms including all floor plans and other relevant details.
- 3. Contractor/Developer will get the all the statutory clearance from the Prescribed Authority as and where required.

- 4. Contractor/Developer will get the detailed soil investigation done as per relevant IS code, NBC 2005 etc. as applicable through any nationally accredited lab. The department may verify the results submitted by the agency, if need be.
- 5. Tender may satisfied himself by conducting pre soil test if he so required.
- 6. Prepare complete structural design, drawing for foundation, super structure and for other related structures in the housing pocket i.e. UGRs, pump houses etc. to be provided in this housing scheme as per provision contained in IS code/relevant codes.
- 7. Provision of protection against seismic forces as per relevant IS codes for structure in Gujarat.
- 8. The structural drawing shall be approved as specified by AMC & charges if any shall be borne by the agency. If any modification in design/ drawing is needed, as per site conditions, the agency shall do/ redo without any extra cost. The decision of the AMC shall be final and binding. No claim what so ever will be entertained in this regard.
- 9. Construction includes construction and finishing of the flats complete as well as related structure in this housing pocket as per specifications provided by AMC.
- 10. Planning, preparing drawing for internal services and execution of the same i.e. internal sanitary work, water supply work, drainage system etc. complete for the building including all pipes, its fittings, testing etc. complete.

11. Water supply:

Water supply lines will be laid as per scheme prepared, submitted by the contractor and to be approved as specified by AMC.

- A. UGR & borewell of the required size/ depth/capacity/ of the quantity approved by AMC.
- B. Planning, designing and construction/ installation of underground reservoirs, water gallery pump houses for water supply, for fire-fighting tank including installing of pumps, standby pumps, DG sets, etc. as per approved drawings/ specifications or as directed by Engineer-in-charge.

12. Sewerage:

- A. Refuse area will be constructed in the building.
- B. Internal storm water drain (pipe/ open surface drain) to be designed and constructed with Rain water harvesting system as per approved norms. Responsibility of getting storm water drain approved is included in the scope of work/tender.
- C. Mini STP plant of appropriate size should be constructed to treat waste water generated. Secondary plumbing system (double plumbing) for this treated water use in toilet flushing should be installed.
- 13. Planning, designing and execution of all services like water supply, rain water harvesting system, sewerage, drainage system, roads, paths and all connected sub structures and super structures within the premises, as per bye laws and norms of the local bodies including making connections with the peripheral services after getting the services design approved from the local bodies/ Central Ground Water Board, AMC's role shall be limited only to sign the application/ drawings / documents for submission to the local bodies in the capacity of the owner for approval. In case of water supply and sewerage, the responsibility of getting the scheme approved from service provider (Municipal Corporation/ULB) is included in the scope of work/ tender apart from internal and external water supply/ sewerage & drainage lines to be laid to make the system of water supply and sewerage and drainage functional/ complete. However, the cost of connection of water supply lines/ sewer lines from

peripheral connection point/ out fall sewer shall also be borne by agency. Infrastructure charges, if levied by the service provider (MC) towards cost of laying of the peripheral services shall only be reimbursed by the AMC, on production of relevant documents to the satisfaction of AMC. It is also clarified that scope of work/ tender includes cost of getting the services approved from the services provider as aforesaid and the services charges including supervision charges, if any, payable to the service provider (MC)/DISCOM. The cost of deficiency charges and rectifications of any defect at the end of the job is also to be borne by the contractor. Planning designing and execution of the roof top rain water harvesting system for recharge the sub soil water including laying of pipe lines and construction of substructure/ super structures.

14. Landscaping:

Preparation of landscaping plan including parks, plantation and execution of the same with following:

- A. The development of park: water hydrants, grassing creeper planting trees etc. complete as per Municipal Corporation/ULB norms as per specification and drawing approved by the prescribed authority of AMC.
- B. Complete leveling/ dressing including filling of earth, its supply, disposal of surplus earth, (if any) shall be the property of AMC & will be disposed to the approved disposal point or at the place as directed by engineer in charge. No extra payment for disposal shall be allowed.
- 15. Planning, designing and construction of boundary wall for the whole scheme area, MS gate,, dustbin, sign boards, guide map, location board, direction boards, numbering of housing etc. All complete as per drawing approved by AMC.

- 16. Setting of testing lab. At site, equipped with apparatus needed for testing during construction as per the list of laboratory equipments annexed with the NIT. 70% of the material shall be tested on site, 15% shall be tested in govt. lab, and 15% shall be tested in govt. approved lab.
- 17. Taking all precautionary measure to safeguard against any accident for the contractors employees, general public, supervisory staff of AMC by providing necessary safety equipments, helmets and MS sheet barricading etc. at work site. The site has to be kept clean all the time of all debris, rubbish, dirt & surplus/waste material.
- 18. De-silting will also be done by the agency before handing over the completed housing pocket to AMC. All machine, equipment and labour for this purpose will be arranged by contractor.
- 19. The Contractor will submit the model for layout of the project specifying details provided in layout along with in the tender documents in one month from stipulated date of start. He will also submit a model of modules of houses specifying all floors and its adjoining area. The scale of module shall be 1:500 for layout plant and 1:100 for dwelling unit.
- 20. Contractor will erect batch mix plant (minimum 30 cum/hr) fully automatic, computerized for preparation of Design mix concrete as per IS code at his own cost and will prepare all concrete accordingly.
- 21. Internal & external electrification work as per specification given in the tender document & directions of AMC as per scope of work & specifications appended with the NIT which includes L T supply, water supply arrangement, firefighting, lifts and DG sets, for both the interior and exterior of buildings.
- 22. Agency has to obtain labour licensee from Gujarat labour welfare board.
- 23. Defect liability period would be uniformly seven years from the date of handing over the respective housing pocket complete in all respect & fit for occupation. However maintenance of other building activities, such as cleaning, sweeping of

pocket & desilting of sewer lines, S.W. Drain shall be done only once prior to handing over the respective pocket. The maintenance will be only limited to removal of defects noticed in the works carried out by the agency during defect liability period.

- 24. The final ground level will be decided soon after actual start of work to avoid water logging at site. Plinth level of the houses shall be minimum (+) 600 mm above the nearby highest finished road level. Changes, if any, would not affect the agreed rates and no claim on this account shall be entertained.
- 25. The scope as described above is only indicative and not exhaustive. In additions to the above the contractor shall be responsible for executing all the items required for completing the houses in all respect to make the dwelling units habitable and ready for occupation and also all services, make the environment fit for habitation with electrical, horticultural, rain water harvesting works complete as per direction of Engineer-in-Charge.

The above scope of work includes cost of all materials, manpower, equipments, T&P fixtures, accessories, royalties, taxes, watch & ward, and all other essential elements for completion and maintenance of works as aforesaid whatsoever the approval accorded by AMC before acceptance of tender is only for tender evaluation. Any change, modification, revision etc. required to be done by AMC, local bodies, proof consultants etc. in accordance with applicable standards and tender document will have to be done at contractor's cost and nothing extra shall be payable.

26. Out of 30 months as stipulated period, the time limit for Planning & Designing shall be maximum 3 months. The remaining period i.e. 27 months will be for completion of entire work fit for habitation.

Additional City Engineer (SNP/Housing)

Amdavad Municipal Corporation

FORMATS FOR GENERAL DOCUMENTATION

(Enclosed in Cover A under Section 1)

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ANNEXURE A1 - FORMAT OF COVERING LETTER FOR ENVELOPE A

(The covering letter is to be submitted by the Bidding Company or the Lead JV Member of a Bidding JV, along with the other documents required in Envelope A)

	Data
	Date:
	Place:
То	
Amdavad Municipal Corporation	
4th Floor, old Building,	
SNP/Housing Project,	
Sardar Patel Bhavan, Danapith,	
Amdavad.	
Sir,	
Sub: <u>Technical Bid for Selection of Develop</u>	per for Development of Integrated Housing
Facility over Sqmt of land at	on PPP/Turn Key Basis
Please find enclosed one (1) original and one	(1) copy of our Technical Bid in respect of
the Selection of Developer for Development	of Integrated Housing Facility over
Sqmt of land at on l	PPP/Turn Key Basis, in response to and
complying with the Request for Proposal ("RfP") Document issued by AMC.
We hereby confirm the following:	
1 The Did to being submitted by (come of the	1. D:11: C

1. The Bid is being submitted by <u>(name of the Bidding Company/Lead Member Company)</u> who is the Bidding Company / the Lead JV Member of the Bidding JV comprising <u>(mention the names of the entities who are the Member Companies)</u>, in accordance with the conditions stipulated in the RfP (*In case of a Bidding JV*). Our Bid includes the Letter (s) of Acceptance in the format specified in the RfP, and the MoU (as per the

principles stated in the RfP) between, (mention names of the entities that are the Member Companies), who are the Member Company(s) as per the condition stipulated in the RfP.

- 2. We have examined in detail and have understood the terms and conditions stipulated for Qualification of the bidders in the RfP Document issued by AMC and in any subsequent communication sent by AMC. We agree and undertake to abide by all these terms and conditions.
- 3. The information submitted with respect to our qualification criteria is complete, is strictly as per the requirements stipulated in the RfP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
- 4. The Bidding Company/Bidding JV of which we are the Lead JV Member (strike out whichever is not applicable), satisfy the legal requirements and in our opinion by itself / along with its bidding partners meets all the eligibility criteria laid down in RfP.
- 5. A Power of Attorney, by all other Bidding Companies of the JV, appointing Lead JV Member, authorizing Lead JV Member Company to sign all Technical and Financial Proposals, hold negotiations with AMC and sign the Development Agreement, in respect of the Project, is included as part of the Proposal.
- 6. A Power of Attorney from the Bidding Company / Lead JV Member authorizing the undersigned as the Authorised Representative, Signatory and Contact Person who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.

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For and on behalf of :

Signature : (Authorised Representative and Signatory)

Name of the Person :

Designation :

Enclosures: Power of Attorneys & other information as per RfP requirements

ANNEXURE A2- INTEGRITY PACT

ULB/DA, hereinatter referred to as "The Principal" and
hereinafter referred to as "The Bidder/ Contractor Preamble
The principal intends in award, under laid down organizational procedures, contact for
The principal values full compliance with all relevant laws of the land,
rules, regulations, economic use of resources and of fairness/ transparency in its
relations with its Bidder(s) and / or contractor(s) In order to achieve, these goals the

principal will appoint an Independent External Monitor (IEM), who will monitor the

tender process and the execution of the contract for compliance with the principals

Section1- Commitments of the principal

mentioned above.

The principal commits itself to take all measures necessary to prevent corruption and to observe the following principals:-

- 1. No employee of the principal, person or through family members, will in connection with the tender for, or the execution of a contract, demand, false promise for or accept, for sell or third person, any material or materials benefit.
- 2. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process provide to all |Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 3. The principal will exclude from the process all known prejudiced persons.
- 4. If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPX/PC, Act or if there be a substance suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate Disciplinary actions.

Section2- Commitments of the Bidder(s)/Contractor(s)

- The Bidder(s)/ contractor(s) commit himself to take all measures necessary to
 prevent corruption. He commits himself to observe the following principles
 during the participation in the tender process and during the contract executions.
- 2. The Bidder(s)/Contractor(s) will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary, contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce castellation in the bidding process.

The Bidder(s)/contractor(s) will not commit any offence under the relevant IPC/PC Act, further Bidder(s)/contractor(s) will not use Improperly, for purpose of completion or personal gain, or pass on to others, any information of document provided by the principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian Agent /representatives have to be in Indian Rupees only).

The Bidder(s)/contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s)/ contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3- Disqualification from tender process and execution from future contracts.

If the Bidder(s)/contractor(s) before award or during execution has committed a transgression through a violation of Section2, above or if any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/ contract(s) from the tender process or take action as per procedure mentioned in the guidelines on Banning of business dealings. It should be added that committing any offence incur any disqualification

Section4-Compensation for Damage

- 1. If the principal has disqualified the Bidder(s) from the tender process prior to the award according to section3, the principal is entitled to demand and recover the damages equivalent to Earnest money Deposit/ Bid Security.
- 2. If the principal has terminated the contract according to section 3 or if the principal is entitled to terminate the contract according to section 3, the principal I shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5- Previous transgression

- 1. The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country confirming to the anti-corruption approach or with any other public sector Enterprises in India that could justify his exclusion from the tender process.
- 2. If the Bidder make incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section6- Equal treatment of All Bidders/ contractors/ sub-contractors.

- 1. The Bidder(s)/ contractor(s) undertake(s) to demand from all sub contract commitment in conformity with this integrity pact and to submit it to the prime before contract signing.
- 2. The principal will enter, into agreements with identical conditions as this one Bidders, contractors and sub-contractors.
- 3. The principal will disqualify from the tender process all bidders, who do not sign Bidders, Contractors and sub-contractors.

Section 7- Criminal charges against violating Bidder(s)/contractor(s)/ Sub contractors If the principal obtains knowledge or conduct of a Bidder, contractor or subcontractor an employee or a representatives or an associate of a Bidder, contractor or subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regarding principal will inform the same to the Chief vigilance officer.

Section8-Independent External Monitor/Monitors

- The principal appoints competent and credible independent External Monitor impact. The task of the Monitor is to review independently and objectively, whether to what extent the parties comply with the obligations under this agreement.
- 2. The monitor is not subject to instructions by the representatives of the party performs his functions neutrally and independently. He reports to the chairman.
- 3. The Bidder(s)/Contractor(s) accept that the Monitor has the right part restriction to all project documentation of the principal including that provided. The contractor will also grant the Monitor upon his request demonstration of a valid interest, unrestricted and unconditional access to his documentations. The same is applicable to subcontractors. The monitor contractual obligation to treat the information and documents of the Bidder | (s)/contractor(s) sub-contractor(s) with confidentially.
- 4. This agreement is subject to Indian Law. Place of performance and jurisdiction the Registered Office of the principal i.e. Ahmedabad.

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5. Changes and supplements as well as termination not less need to be made

writing. Side agreements have not been made.

6. If the contractor is a partnership or a JV, this agreement must be signed by all

partners of JV members.

7. Should one or several provisions of this agreement turn out to be invalid, the

reminder of this agreement remains valid in this case, the parties will strive to

come to an agreement to their original intentions.

	T. 0. 1.1.16.6
For & on behalf of the	For& on behalf of
Principal (office seal)	Bidder/contractor (office seal)
Place	
Date	
Witness:1 (Name & Address)	
Witness:2 (Name & Address)	

ANNEXURE A3 - LETTER OF TRANSMITTAL

7		
	Hram	
		Ι.

To

Additional City Engineer,
Amdavad Municipal Corporation
5th Floor, New Building,
Slum Networking Project,
Sardar Patel Bhavan, Danapith,
Amdavad.

Subject: submission of Technical bid	
Name of Work :-	
SH: C/o	

Sir,

Heaving examined the details given in pre-qualification press notice and prequalification document for the above work/we hereby submit the pre-qualification application and relevant documents.

- 1. I/we hereby certify that all the statements made and information supplied in the enclosed from "A" to "F" and accompanying statements are true and correct.
- 2. I/we have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
- 3. I/we submit the requisite certified solvency certificate and authorize the Executive Engineer to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Executive Engineer to approach individual employers, firms and corporation to verify our competency and general reputation.
- 4. I/we submit the following certificate in support of our suitability technical knowhow and capability for having successfully completed the following works.

Name of work:

Certificate from:

Enclosures:

Date of Submission:

SIGNATURE OF APPLICANT(S)

SEAL

ANNEXURE A4 - DESCRIPTION OF THE BIDDING COMPANY / BIDDING JV

Name of the Bidding Company / Bidding JV	
Name of the Lead JV Member (In case of Bidding	
JV	
Address of the Lead JV Member and Contact	
Person, Phone/Fax Nos.	

(use a similar format for all other members also)

In case of a JV

Sl.	Name of each	Proposed % equity	Role as per the MoU signed
No.	Member	contribution into the	by and between all the
	Company	Project	Member Companies

(Signature of Authorized signatory)

ANNEXURE A5-FORMAT OF LETTER OF ACCEPTANCE

(The Letter of Acceptance is to be submitted by each Member Company of the Bidding JV)

		Date:
		Place:
То		
Address of AMO		
Sir,		
Sub: <u>Technical</u>	Bid for Selection of Deve	loper for Development of Integrated Housing
Facility over	_Sqmt of land at	on PPP/Turn Key Basis
This has referen	ce to the Bid being submit	tted by (mention the Lead JV Member of the
Bidding JV), as I	Lead JV Member of the Bio	dding JV comprising (mention name(s) of the
Member Compa	anies) in respect of <i>Tech</i>	hnical Bid for Selection of Developer for
Development o	f Integrated Housing	Facility over Sqmt of land at
	on PPP/Turn Key B	asis in response to the Request for Proposal
("RfP") issued by	AMC.	
We hereby confi	rm the following:	
1. We <u>(name of</u>)	the Member Company furni	shing the Letter of Acceptance), have examined
in detail and	d have understood and	satisfied ourselves regarding the contents
including in 1	respect of the following:	
• The	e RfP Document issued by	AMC;
	•	

All subsequent communications between AMC and the Bidder, represented

The MoU signed between / among (names of the Member Companies), as

by (Mention name of the Lead JV Member);

members of the Bidding JV; and

 $RFP\ for\ Development\ of\ Integrated\ Housing\ Facility,\ Ahmedabad\ Municipal\ Corporation,\ Gujarat$

The Bid being submitted by (name of the Lead IV Member).

2. We have satisfied ourselves regarding our role as (here give a brief description of the

<u>role</u>) in the Project as specified in the Bid. If the Bidding JV is awarded the Project we

shall perform our role as outlined in the Bid to the best of our abilities. We have

examined the Bid in detail and the commitments made in the same. We agree and

undertake to abide by the Bid and the commitments made therein.

3. We authorize (name of the Lead IV Member), as the Lead IV Member and authorize the

same to perform all tasks including, but not limited to providing information,

responding to enquiries, entering into contractual commitments etc. on behalf of the

JV, in respect of this Project.

4. We understand that, no change in the membership in the Bidding JV, in the role and

form of responsibility of any Member Company shall be permitted after submission

of the Bid. If any change in the membership of the JV is desired, it would need to be

communicated to AMC in writing for its approval. AMC would reserve the right to

reject such requests for a change of JV structure, if in its opinion, it would adversely

affect the same.

For and on behalf of

Signature

(Authorised Representative and Signatory)

Name of the Person:

Designation :

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FORM OF BANKERS CERTIFICATE FROM A NATIONALIZED BANK (Solvency Certificate from a Scheduled Bank)

This is to	certify	that the	best of c	ur knowled	ge and info	ormation	that N	1/S /Sh.	
					having	margina	lly n	oted ad	dress, a
customer engageme (INR		ur bank up	are/is	respectable o a	e and can limit).			s good INR	for any
This certif officers.	icate i	ssued wi	thout an	y guarantee	e or respons	sibility or	n the b	ank or aı	ny of the
(Signature	e) For	the Bank							
NOTE:									

- Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

ANNEXURE A7 - FORMAT OF POWER OF ATTORNEY FOR APPOINTING THE LEAD MEMBER COMPANY

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, ... [name of the company], a company incorporated under the Companies Act 1956, having its Registered Office at[Address of the Company] (hereinafter referred to as "Company"): WHEREAS the Company along with _____ and _____ (give name and registered office address) is forming a joint venture to submit Technical and Financial Bids in response to the Request for Proposal ("RfP") for Selection of Developer for Development of Integrated Housing Facility over ____ Sqmt of land at ______ on PPP/Turn Key Basis issued by the AMC and is desirous of appointing an attorney for the purpose thereof. Whereas the Company deems it expedient to appoint M/s. _____ (name of Company, registered office address) as the Attorney of the Company. NOW KNOW YE ALL BY THESE PRESENTS, that _____[name of company] do hereby nominate, constitute and appoint....[name the lead member company] as its true and lawful Attorney to do and execute all or any of the following acts, deed and things for the Company in its name and on its behalf, that is to say:

- To act as the Lead Member of the Joint Venture for the Purposes of the Project;
- In such capacity, to act as the Company's official representative for submitting the Technical and Financial Proposals for the Project and other relevant documents in connection therewith;

- To sign all papers for all bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- To sign and execute contracts relating to the Project, including variation and modification thereto;
- To represent the Company at meetings, discussions, negotiations and presentations with AMC, City Administrations, Government Authorities, Competent Authorities and other Project related entities;
- To receive notices, instructions and information for and on behalf of the Company;
- To execute the Development Agreement for and on behalf of the Company;
- To do all such acts, deed and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

AND the Company hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the Company puts its hand and seal to this Power of Attorney on this .. [day, month & year]

 $RFP\ for\ Development\ of\ Integrated\ Housing\ Facility,\ Ahmedabad\ Municipal\ Corporation,\ Gujarat$

The common seal of [name of the) The common seal of [name of the
company] was here unto affixed pursuant)
to a resolution passed at the meeting of)
Committee of Directors held on the)
day of, 2008 in the presence of) [name & designation of the person]
[name & designation of the person] and)
countersigned by [name & designation of	
the person] of the Company of [name of	
the company]	

ANNEXURE A8 - FORMAT OF POWER OF ATTORNEY APPOINTING SIGNATORY

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we,[name of the company], a company
incorporated under the Companies Act 1956, having its Registered Office at [Address of
the Company] (hereinafter referred to as "Company"):
WHEREAS the Company has been authorized by and
(give names and registered office addresses), vide its respective power of attorney, to
act as the Lead Member of the JV/Joint Venture bidding for the for Selection of
Developer for the Development of Integrated Housing Facility over Sqmt of land
at on PPP/Turn Key Basis.
WHEREAS in response to the Request for Proposal (RfP) for <i>Selection of Developer for</i>
the Development of Integrated Housing Facility over Sqmt of land at
on PPP/Turn Key Basis ("Project"), the Company is submitting
Technical and Financial Bids on behalf of the Joint Venture for the Design, Develop,
Finance, Construct, Market, Sub-Lease and Maintenance of the for Selection of
Developer for the Development of Integrated Housing Facility over Sqmt of land
at on PPP/Turn Key Basis issued by the AMC and is desirous of
appointing an attorney for the purpose thereof.
Whereas the Company deems it expedient to appoint Ms./ Mr daughter/
son of resident of, holding the post of as the
Attorney of the Company.
NOW KNOW YE ALL BY THESE PRESENTS, that[name of the lead member
company] do hereby nominate, constitute and appoint [name & designation of the
person] as its true and lawful Attorney so long as she/ he is in the employment of the

Company to do and execute all or any of the following acts, deed and things for the Company in its name and on its behalf, that is to say:

To act as the Company's official representa	tive for submitting the Technical and
Financial Bids for the said <i>Developer for th</i>	ne Development of Integrated Housing
Facility over Sqmt of land at	on PPP/Turn Key Basis and other
relevant documents in connection therewith.	

To sign all papers for all bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;

To sign and execute contracts relating to the Project, including variation and modification thereto;

To do all such act, deed and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the)
company] was here unto affixed)
pursuant to a resolution passed at the)
meeting of Committee of Directors held)
on theday of, (year) in the) [name & designation of the
presence of [name & designation of the	person]
person] and countersigned by [name &)

ANNEXURE A9 - INFORMATION ON LITIGATION

(To be provided for each firm/Joint Venture member)

Sl.	Name of bidding entity/Joint	Name of agency	Estimated
No.	Venture Members	with which	financial
		litigation and brief	liability
		subject	

Signature of Authorised Signatory

ANNEXURE A10 - PRO-FORMA OF BANK GUARANTEE FOR BID SECURITY

(To be executed on appropriate value of Non-Judicial Stamp Paper as per Stamp Act prevailing in the State of Orissa)

WHE	REAS, (name of the Bidder) wishes to submit his Bid for the Selection of
Devel	oper for the Development of Integrated Housing Facility over Sqmt of land
at	on PPP/Turn Key Basis, hereinafter called "the Bid",
	W ALL MEN by these presents that we (name of bank) of (city and country)
	g our registered office at
(herei	nafter called "the Bank") are irrevocably and unconditionally bound to the AMC
name	or its successor, (hereinafter referred to as "AMC (short form)" in the sum of Rs.
	(In Words) which payment can truly be made to AMC.
The B	ank binds themselves, their successors and assigns by these presents.
	d with the Common Seal of the Bank thisday of, CONDITIONS of this obligation are:
(a)	If the Bidder withdraws his Bid at any time during the stipulated period of Bid
	Validity specified in the Request for Proposal Document (or such period of
	validity as may be extended as per RfP, issued by AMC; or
(b)	If the Bidder, for the period of the Bid Validity as per RfP in AMC's opinion, commits a material breach of any of the terms and / or conditions contained in the RfP Document and / or subsequent communication from AMC in this regard; or

If the Bidder refuses to accept the correction of errors in the Bid; or

(c)

- (d) If the Bidder, having been notified of the acceptance of its Bid by the AMC:
 - (i) fails or refuses to sign the Agreement for the *Development of Integrated Housing Facility over* ____ *Sqmt of land at* _____ *on PPP/Turn Key Basis;*
 - (ii) Fails or refuses to provide the performance security to the AMC in accordance with, and when required by (within the stipulated time), RfP Volume III.
 - (iii) Fails or refuses to pay the Project Development Fees in accordance with and when required by the RfP Volume II (Instruction to Bidders);
 - (iv) Material Variation / Material fact suppression etc;

We agree and undertake, absolutely, irrevocably and unconditionally make the above payments, as the case may be, the above amount without protest, delay or demur upon receipt of AMC's first written demand, without the AMC having to substantiate its demand, provided that in its demand the AMC will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RfP Document or as extended by AMC at any time as per RfP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Acceptance, the Bid Security shall remain in force until the provision of the Performance Guarantee and payment of the Project Development Expenses/ Fees by such Bidder

OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of ____ days after the announcement of award of the Project to the Successful Bidder and the issue of the Letter of Acceptance awarding the same (provided, however, that in the event that the Bidder is declared Technically Non Responsive, then the Bid Security of such Bidder can cease to be in force upon return of the unopened financial proposals of his Bid).

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of _____ and the Indian law shall be applicable.

SIGNATURE OF AUTHORISED

ADDRESS OF THE WITNESS

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF THE BANK
NAME AND DESIGNATION
SEAL OF THE BANK
SIGNATURE OF THE WITNESS
NAME OF THE WITNESS

ANNEXURE A 11 - ESTIMATED PROJECT COST

A. The bidder shall submit its estimated quarterly distribution of costs with regard to the project.

Year Wise- Quarter	Total Capital /	Physical	Any Other Costs
Wise distribution of	Construction	Contingency,	(please name the
costs	Cost of project	project development	item for such costs)
		fee, maintenance,	
		etc.	
Year 1			
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
Year 2	L	I	
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
YEAR 3			
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
YEAR 4	I	1	1
Quarter 1			
Quarter 2			
Quarter 3			

RFP for Development of Inte	egrated Housing Facility	, Ahmedabad Municipal Co	orporation, Gujarat
Quarter 4			
YEAR 5			
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
YEAR 6			•
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
Total cost			
TOTAL PROJECT			
COST			
The Total Project Cost	estimated for Deve	elopment of Integrated	d Housing Facility over
Sqmt of land at	on I	PPP/Turn Key Basis i	s INR (in
words)			

Signature of Authorised Signatory

ANNEXURE A 12- MEANS OF FINANCING FOR PROJECT

• The RED/Bidder shall submit its estimated yearly distribution of financing arrangement with regard to the project

Year Wise- Quarter Wise	Total Estimated	Equity	Debt proposed to
distribution of costs	Project Cost		be taken by the
			developer
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
Quarter 5			
Quarter 6			
Quarter 7			
Quarter 8			
Quarter 9			
Quarter 10			
Quarter			
Quarter 24			
Total			

Signature of Authorised Signatory

ANNEXURE A 13 - NET WORTH & NET CASH PROFITS

- The aggregate and average of Cash Profits as per the previous years audited annual reports presented in the following tabular format, and certified by a Chartered Accountant (CA). In case of JV of Firms, each member Firm to certify this information by the relevant CA. The copies of the relevant annual reports must be submitted to support the calculations or relevant CA certificate.
- Filling up of this format is a must, otherwise the proposal is liable for disqualification

S. No.	Name of Firm or JV members	Net Worth (INR Crore)	Net Cash Profits (INR Crore)
1.	(Name of Firm OR Lead Member of JV of Firms)	,	
2.	(Name of JV Member 1)		
3.	(Name of JV Member 2)		
	Aggregate for Biding Entity		

Signature of Authorised Signatory

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Account

DETAILS OF ALL WORKS SIMILAR CLASS COMPLETED (not less than G+5 storied & 16.50 mt height) DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH

S1. No.		of &		or	Cost works crores	of in	Date of commencement as per contract	-	Actual date of completion	Litigation/ arbitration pending/ in progress with details*	Name of address/ telephone of officer to whom reference may be made	Remarks
1	2		3		4		5	6	7	8	9	10

Signature of applicant(s)

^{*}indicate gross amount claimed and amount awarded by the Arbitrator

DETAILS OF MULTISTORIED BUILDING (not less than G+5 storied & 16.50 mt height) WORKS COMPLETED WITH ANY OTHER APPROVED TECHNOLOGY AS MAIN CONTRACTOR DURING THE LAST FIVE CONSECUTIVE YEARS ENDING LAST DAY OF THE MONTH

Sl. No.	Name of	Owner of	Cost of	Date of	Stipulated	Actual	Built up	Litigation/	Name &	Remarks
	work/project	sponsoring	works in	commence-	date of	date of	area In	arbitration	address/	(Mention
	and location	organization	crore	ment as	completion	comple-	sq.	pending/	telephone	prefab
	i/c number			per		tion	meter.	in	number	technology
	of stories			contract				progress	of officer	used in
	and height							with	whom to	construction.
	of building.							details	reference	
									may be	
									made	
1	2	3	4	5	6	7	8	9	10	11

Indicate gross amount claimed and amount awarded by the Arbitrator.

PROJECTS UNDER EXECUTION OR AWARDED/LOI ISSUED.

S1.	Name of work/	Owner or	Cost of	Date of	Stipulated	Up to date	Slow	Name &	Remarks
No.	Project . And	sponsoring	work in	commence	date of	amount of	progress	address/	
	location.	organization	Crores.	ment As per	completion.	the work	if any &	telephone of	
				contract		executed	reason	officer to	
						(INR)	thereof.	whom	
								reference	
								may be made.	
1	2	3	4	5	6	7	8	9	10

Certified that above list of works are complete and no work has been left out and the information given is correct to my/our knowledge and belief.

Signature of Applicant(s)

ANNEXURE A 17 DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK.

S1. No.	Designation	Total number	Number available for this work.	Name.	Qualification.	Professional experience of details of work carried out.	would be	Remarks.
1	2	3	4	5	6	7	8	9

Signature of applicant(s).

ANNEXURE A 18 DETAIL OF CONSTRUCTION, PLANT & EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

S1.			Capacity of			Owi	nership stat	tus	Current	
No.	Name of equipment	Nos.	type.	Age	Condition.	Presently owned.	Leased	To be purchased	location.	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
1	EARTH MOVING EQUIPMENT.									
	Excavators (Various sizes.)									
2	EQUIPMENT FOR HOISTING &LIFTING									
	1. Tower Crane									
	2. Building hoist									
	3. Lift									
3	EQUIPMENT FOR CONCRETE WORK.									
	1 .Concrete batching plant (Fully automatic of min 30 M3/hr capacity Age: Not more than 5 years).									
	2. Concrete pump.									
	3. a) Concrete transit mixer. b) Other equipment for transportation of concrete mix.									
	4. Needle Vibrator (Electrical)									
	5. Needle Vibrator (Petrol).									
	6. Table Vibrator (Electrical/Petrol).									
	7. Shutter Vibrator (Electrical/Petrol).									
	8. Concrete Mixer(Electrical/Diesel).									
	9.Bar bending machine.									
	10. Bar cutting machine.									
	11.Wood thickness planner.									
	12.Drilling machine.									

	1001 1 0 11		1	1		<u> </u>	
	13.Circular Saw machine.						
	14. Welding Generator.						
	15.Welding transformers.						
	16.Steel shuttering.						
	17.Steel shuttering scaffolding.(for high rise building)						
	18.Grinding/polishing machine.						
4	Equipment for Road work.						
	1. Road rollers.						
	2. Earth rammers.						
5	Equipment for transportation.						
	1. Tippers.						
	2. Trucks.						
	3.Mobile Cranes.						
	4. Water Tanker						
6	Pneumatic equipment.						
	1. Air Compressor (Diesel).						
7	Dewatering Equipment.						
	1. Pump(Diesel).						
	2.Pump (Electrical).						
8	Power equipment.						
	1. Diesel Generators.						
9	Any other plant/equipment.						
10	Steel centering & shuttering/form work/H-frame centering (ii) steel plate (at least 60% of plot area)						

Financial Qualification (For Bidder / Each Member of the JV)

The aggregate Net Worth as per the latest audited annual report should be presented in the following tabular format (in case of a JV the aggregate of the JV)

The Net Worth should be calculated as per the formula given in this document. The copies of the audited annual reports for last 5 (five) years must be submitted along with the statutory auditor's certificate.

Name of Bidder/ Each Member of the JV:

S. No	Head	Indian Rupees
1	Paid up Share Capital	
2	Reserves and Surplus	
3	Subtotal (1+2)	
4	Revaluation reserve	
5	Miscellaneous expenditure to the extent not written off	
6	Subtotal (4+5)	
7	Net worth (3 – 6)	

Certificate:

We declare that all information stated in the table above are complete and absolutely correct.

Dated this	$_$ day of $_$		20
For and on bel	nalf of	:	
Signature	:		

(Authorised Representative and Signatory)

Name of the Person:

Designation :

Note: In case Members of a JV are aggregating their individual Net Worth to qualify, the above information must be provided separately for each Member strictly as per the specified format.

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Account

Annexure - 20

Project Summary:

Project Component for SRS	
Parcel A: Total Plot Area proposed for SRS (Sq. m.)	
(to be provided to the Private Developer through a	
Development Agreement)	
Total built up area for SRS (sq. m.)	
No of DU proposed	
Indicative BUA per DU (Sq. m.)	
Minimum carpet area for DU Proposed (sq. m.)	
No. of storey	
Permissible FSI	
No. of Shops proposed	
Indicative area of the shops (sq. m.)	
Community hall (Sq. m.)	
Common plot (Sq. m.)	
Area proposed for Physical Infrastructure facilities (Road,	
electricity, Water Sump, pump house etc.) (Sq.m.)	
Other Social infrastructure facilities (anganwadi/health	
center/primary school/others) (sq. m.)	
Parking (sq. m.)	
No of Transit accommodation proposed and Duration	
Parcel B: Total Plot area for land for free sale (Offered by the	
Private Developer as Freehold land for free sale Real Estate	
Development) in (sq. m.)	
(to be offered to the Private developer as freehold land)	

Note: The bidder shall not disclose the project cost in the project summary. The bid shall be consider as rejected if any bidder shall mention project cost in this annexure.