



Ministry of Housing and Urban Affairs  
Government of India



**VADODARA MUNICIPAL CORPORATION**

## AFFORDABLE RENTAL HOUSING COMPLEXES (ARHCs)

JANUARY 2021

**Request for Proposal (RFP)  
FOR**

Selection of Concessionaire for Repair/Retrofit, Develop,  
Operate & Transfer (RDOT) by converting existing  
Government funded vacant houses in Vadodara City into  
Affordable Rental Housing Complexes (ARHCs) for a period  
of 25 years.

**Project Location:** Harni TP 1 FP 88 – 52 DUs & Chhani TP 13 FP 209 – 136  
DUs and Sayajipura FP 127 – 560 DUs

PRO No. 867/20-21

Technical Bid and Financial Bid

MUNICIPAL COMMISSIONER  
VADODARA MUNICIPAL CORPORATION

**Khanderao Market Building, Rajmahal Road, Vadodara - 390001**

## TENDER NOTICE



### VADODARA MUNICIPAL CORPORATION “Affordable Rental Housing Complexes (ARHCS)”



#### INVITATION OF BIDS ON AFFORDABLE RENTAL HOUSING COMPLEXES

Vadodara Municipal Corporation invites competitive Bids from the experienced and financially sound Concessionaire, meeting the qualification criteria mentioned in the tender documents for the Affordable Rental Housing Complexes under “Pradhan Mantri Awas Yojana”

**Name of work:** Total Housing Units -748 at 3 sites of Vadodara City

Package	Estimated Project Cost Rs. in Lakhs	EMD Rs. in Lakhs	Time limit	Downloading online Tender Document	Pre-bid meeting	Last Date for Online Submission	Technical bid Opening
				Date & Time	Date & Time	Date/Time	Date/Time
Harni TP 1 FP 88-52 DUs; Chhani TP 13 FP 209- 136 DUs and Sayajipura FP 127-560 DUs	15.00	0.30	25 Years	20/01/2021 from 17.00 Hrs	27/01/2021 11.30 Hrs	15/02/2021 16.00 Hrs	18/02/2021 17.00 Hrs

**GENERAL INSTRUCTIONS:** (1) The Tender documents for these works can be downloaded from website [www.nprocure.com](http://www.nprocure.com). (2) Non refundable Tender fees of Rs.2000/- in the form of DD for each package separately, drawn in favour of “Municipal Commissioner” Vadodara Payable at Vadodara.. (3) Conditional Tender shall not be accepted. (4) Soft copy to be submitted by 15/02/2021.(5)Hard copy of Technical Bid, original copy of tender fees, EMD drawn in favour of “Municipal Commissioner” Vadodara and copy of Solvency Certificate shall be submitted to Executive Engineer, Affordable Housing (PMAY), Vadodara Municipal Corporation, Kanya Shala No.3, Pratap Road, Raopura, Vadodara-390001, Gujarat by Registered post/Speed post only on or before Date: 17/02/2021 up to 16:00 hrs. Municipal commissioner reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document.

PRO No.867 /20-21

**City Engineer**  
Vadodara Municipal Corporation

Visit us at: [www.vmc.gov.in](http://www.vmc.gov.in), [www.vmcgov.com](http://www.vmcgov.com)  
Phone: 0265- 2433116, 2433118, 2433369, 2433388 Fax: 2433060

## Detail Tender Notice

Information and instruction to Concessionaire for e-tendering forming part of NIT and to be posted on website

(Applicable for inviting tenders on two-bid system)

Municipal Commissioner of VMC invites online tenders from the reputed, experience firms/contractors/ developers for the work mentioned below

1	Bid Document No.	PRO No. 867/20-21
2	Name of Work	Selection of Concessionaire for Repair/Retrofit, Develop, Operate & Transfer (RDOT) by converting existing Government funded vacant houses into Affordable Rental Housing Complexes (ARHCs) for a period of 25 years
3	Project Constructed under Scheme	Rajiv Awas Yojana (RAY) and BSUP
4	Location	Harni TP 1 FP 88 – 52 DUs; Chhani TP 13 FP 209 – 136 DUs and Sayajipura FP 127 -560 DUs
5	Eligibility Criteria	<p><b>Agency's Incorporation</b></p> <p>a. Participating Agencies eligible for participating in the bidding process shall be any one of the following two categories, otherwise bids will be considered as non-responsive:</p> <ul style="list-style-type: none"><li>i. <b>Category 1:</b> Single Business Entity (Private/ Public Agency) Or,</li><li>ii. <b>Category 2:</b> A consortium of Business Entities (hereinafter referred to as "Consortium")</li></ul> <p>The term Participating Agency would herein after apply to both the above-mentioned categories.</p> <p>b. For the purpose of this RFP, the participating agency shall mean a business Entity incorporated under the Indian Companies Act 1956/2013 or incorporated under such equivalent laws. Participating Agency should submit Registration/ Incorporation Certificates &amp; GST Registration under the governing legislations. The Agency shall be required to submit a true copy of its Registration/ Incorporation Certificate along with the Proposal.</p> <p>c. A Consortium of a maximum of <b>three (3)</b> members of above such entities, comprising one <b>Lead Member</b> with two other members, who may get associated for arrangement of project finance, project implementation and management etc. shall be allowed and shall hereinafter be referred as "Consortium".</p> <p>d. The Participating Agency should submit a Power of Attorney authorizing the signatory of the Bids in case of Consortium</p> <p>e. Bids submitted by a Consortium should comply with the following additional requirements:</p> <ul style="list-style-type: none"><li>1. The number of members in the Consortium would be limited to three (3) only;</li></ul>

		<ol style="list-style-type: none"> <li>2. The application should contain the information required from each member;</li> <li>3. The application should include a description of clearly defined roles and responsibilities of all members;</li> <li>4. Members of the Consortium shall nominate one member as the Lead Member;</li> <li>5. A Participating Agency who has participated in this Bid in its individual capacity or as part of a Consortium cannot participate as a separate Agency of any other Consortium participating in this tender;</li> <li>6. The members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium.</li> <li>7. The members of the Consortium shall enter into a Memorandum of Understanding (MoU), for the purpose of submission of the bids. The MoU should, inter alia, <ol style="list-style-type: none"> <li>i. Clearly outline the proposed roles and responsibilities of each member of the Consortium; and</li> <li>ii. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the assignments arising out of the States/Union Territories (UTs), as the case may be and in accordance with the terms of the contract agreement therefore;</li> <li>iii. A copy of MoU signed by all members should be submitted along with the Technical Bid. MoU entered between the members of the Consortium should contain the above requirements, failing which the Application shall be considered non-responsive and MoU will not be changed later on.</li> </ol> </li> </ol> <p>f. The Participating Agency or Consortium which has earlier been barred by Project Authority or blacklisted by any State/UT Government or Central Government/department/agency/Central or State Public Sector Undertakings in India from participating in Bidding Process, shall not be eligible to submit bids, either individually or as member of a Consortium, if such bar subsists as on the submission due date. The Participating Agency or Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on date.</p> <p>g. The Participating Agencies declared ineligible by multilateral agencies or Government of India or</p>
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6	Tender Fee	Rs. 2000/- DD in favour of Municipal Commissioner, Vadodara Municipal Corporation. DD shall be drawn

		from any Nationalized/Scheduled Bank payable at Vadodara City only.
7	Earnest Money Deposit (Bid Security)	2% of estimated cost put to Tender. In form of DD/Bank Guarantee., in favour of "Municipal Commissioner" Vadodara Municipal Corporation, Vadodara from any Nationalized/Scheduled Bank payable at Vadodara city only.
8	Tender Validity Period	180 days
9	Concession period	25 years
10	Last Date & time of online Submission of Tender	Dt 15/02/2021 At 16:00 Hrs
11	Date of Pre-Bid Meeting & Venue	Dt 27/01/2021 At 11:30 hrs in Conference Hall, Vadodara Municipal Corporation, Khanderao Market Building, Rajmahal Road, Vadodara – 390001. The pre-bid meeting can be attended by representative of bidder who carries proper authorization letter and identity proof.
12	Last date & Time of Physical submission of EMD, tender fee, Copy of Bank Solvency Certificated and Technical Bid	Dt 17/02/2021 Up to 16:01 Hrs
13	Place of Submission of EMD, tender fee and other tender documents (Physical Submission)	By RPAD/ speed post in sealed envelope superscripted the name of work with PRO No. 867/20-21 be submitted, only Addressed to Executive Engineer, Affordable Housing (PMAY), Vadodara Municipal Corporation, Kanya Shala No. 3, Pratap road, Raopura, Vadodara - 390001,Gujarat.
14	Time & Date of Online Opening of Technical Bid	Dt 18/02/2021 up to 17:00 hrs
15	Time & Date of Online Opening of Financial Bid	Will be intimated later on through E-mail or phone
16	Performance Guarantee	Will be intimated later on through E-mail after opening of Technical Bid
17	Security Deposit/ Retention Money	5% (Five percent only) of the contract amount
18	Time Allowed for Starting the work	The date of start of contract shall be 15 days from the date of handing over the site and approvals
19	Contact Office	Executive Engineer, Affordable Housing (PMAY), Vadodara Municipal Corporation, Kanya Shala No. 3, Pratap Road, Raopura, Vadodara – 390001, Gujarat Ph No. 9879583369 E-mail – <a href="mailto:pmay.vmc@gmail.com">pmay.vmc@gmail.com</a> , <a href="mailto:vmcmgy@gmail.com">vmcmgy@gmail.com</a>

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**No. ARHCs**  
**Government of India/Government of Gujarat**  
**Urban Development & Urban Housing Department**  
**(Vadodara Municipal Corporation – Affordable Housing Department)**  
**Gujarat**

Vadodara  
Dated 20/01/2021

**LETTER OF INVITATION**

**Project Title:** Selection of Concessionaire for Repair/Retrofit, Develop, Operate & Transfer (RDOT) by converting existing Government funded vacant houses into Affordable Rental Housing Complexes (ARHCs) for a period of 25 years.

Dear Mr./Ms.....

1. Vadodara Municipal Corporation- Affordable Housing Department, hereinafter called “Issuing Authority” invites willing bidders/ entities for selection of concessionaire for Repair/Retrofit, Develop, Operate and Transfer (**RDOT**) by converting existing Government Funded Vacant Houses – at Harni TP 1 FP 88 – 52 DUs; Chhani TP 13 FP 209 – 136 DUs and Sayajipura FP 127 – 560 DUs into Affordable Rental Housing Complexes (ARHCs) for a period of 25 years through Public Private Partnership (PPP) mode or by public agency.
2. Issuing Authority hereby invites the proposals from bidders/ entities for RDOT of Government funded vacant houses. Further details regarding the Scope of Work are provided in the Terms of Reference (ToR) in this RFP document.
3. The RFP includes the following documents:

Section 01	Instructions to the bidders
Section 02	Terms of Reference
Section 03	Technical Bid- Standard Forms
Section 04	Financial Bid - Standard Forms
Section 05	Design & Drawings
Section 06	Draft agreement between Concessionaire and Project Authority

4. The participating bidder will be selected as per the stipulated procedure and the conformity of the proposal with the requirement of the RFP. This RFP is being issued on ‘no cost and no commitment basis’ and Issuing Authority reserve the right to withdraw this RFP at any time without assigning any reasons.

Your’s sincerely,  
Executive Engineer

## **DISCLAIMER**

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether in documentary or any other form by or on behalf of the Vadodara Municipal Corporation of State of Government of Gujarat, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information provided. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Technical and Financial bids pursuant to this RFP.
2. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Vadodara Municipal Corporation of State Government Gujarat in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require in respect of technical specifications, drawings, layouts, soil investigation report, Total Station Survey (TSS) etc. The assumptions, assessments, statements and information contained in the RFP Documents, may not be complete, accurate, and adequate or correct in respect of above. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the participating agencies 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. Project Authority – Vadodara Municipal Corporation of State of Government accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Project Authority- Vadodara Municipal Corporation of State Government make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.
5. The Project Authority – Vadodara Municipal Corporation of State Government also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP. The Project Authority- Vadodara Municipal Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

6. Issuance of this RFP does not imply that the Project Authority – Vadodara Municipal Corporation of State Government is bound to select a bidder or to appoint the selected agency or bidder, as the case may be, for the Project and the Project Authority- Vadodara Municipal Corporation of State Government reserves the right to reject all or any of the Bidder or bids without assigning any reason whatsoever.
  
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Project Authority – Vadodara Municipal Corporation of State Government or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the bidder and the Project Authority – Vadodara Municipal Corporation of State Government 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 for submission of the bids, regardless of the conduct or outcome of the Bidding Process.

# SECTION I: GENERAL INSTRUCTIONS TO THE BIDDERS

## 1. DEFINITIONS

- a. **Affordable Rental Housing Complex**” shall mean-
- i. A complex of vacant EWS/ LIG houses constructed with Govt. fund-ed schemes and consisting of atleast one bed room, one living room, kitchen, bathroom and toilet, room dimensions conforming to relevant NBC norms with all basic infrastructure facilities such as water, sanitation, sewerage/ septage, road, electricity along with necessary social/ commercial infrastructure.
  - ii. Initial affordable rent to be fixed by Local Authority based on local survey of surrounding area, where the project is situated and shall be operated and maintained for a period of 25 years.
- b. “Project Authority” means the concerned Urban Local Body, Government of Gujarat who have invited the Technical and Financial bids for converting existing Government funded vacant houses into ARHCs Repair/Retrofit, Develop, Operate and Transfer (RDOT) for a period of 25 years through Public Private Partnership (PPP) or by public agency as per the terms and conditions of the RFP.
- c. “Concessionaire” means any agency selected for Repair/Retrofit, Develop, Operate and Transfer (RDOT) by converting existing Govern-ment funded vacant houses into ARHCs for a period of 25 years.
- d. “Contract” means the concession agreement signed between Project Authority and selected agency.
- e. “Project specific information” means such part of the Instructions to agencies used to reflect specific project and assignment conditions.
- f. “Day” means calendar day.
- g. “Government” means the Government of India/State Government of Gujarat
- h. “Instructions to agencies” means the document which provides Agencies with all information needed to prepare their proposals.
- i. “Proposal” means the Technical Proposal and the Financial Proposal.
- j. “RFP” means the Request for Proposal prepared by the Project Authority for selection of Concessionaire.
- k. “Assignment/Job” means the work to be performed by the concession-aire pursuant to the Contract.
- l. “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Project Authority and the agencies, and expected results and deliverables of the Assignment/Job.

## **2. INTRODUCTION**

- i. Project Authority will select a Concessionaire (the Agency, in accordance with the method of selection specified in the RFP).
- ii. The name of assignment/ job has been mentioned in Section- I Data Sheet. Detailed scope of the assignment/ job/services has been described in the Terms of Reference.
- iii. The date, time and address for submission of the proposals have been given in Section- I Data Sheet.
- iv. Agencies are invited to submit their Proposal, for the Assignment/ Job named in Section- I Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected “Agency” as Concessionaire.
- v. The participating agencies should familiarize themselves with the local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/Job and local conditions, agencies are encouraged to meet the Project Authority’s representative named in Section- I Data Sheet before submitting a proposal and to attend a pre-bid meeting, if such a meeting is specified in the Section- I Data Sheet. Attending the pre-bid meeting is optional. Agencies should contact the Project Authority’s representative to arrange for their visit or to obtain additional information on the pre-bid meeting. Agencies should ensure that these representatives are advised to visit in adequate time to allow them to make appropriate arrangements.
- vi. The Project Authority will provide to the Agencies the inputs and facilities specified in the Section- I Data Sheet, assist the Agencies in obtaining licenses/permits/approvals/NOCs needed to carry out the Assignment/ Job, and make available relevant data and reports, if necessary.
- vii. Agencies shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Project Authority is not bound to accept any conditional proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agencies.

## **3. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

- i. Participating Agencies may request a clarification on any clause of the RFP documents up to the number of days indicated in the RFP before the proposal submission date. Any request for clarification must be sent in writing in English, or by standard electronic means to the Project Authority’s address indicated in the Section-I Data Sheet. The Project Authority will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Agencies. Should the Project Authority deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para below.

- ii. At any time before the submission of Proposals, the Project Authority may amend the RFP by issuing an Addendum online. To give Agencies reasonable time in which to take an amendment into account in their Proposals, the Project Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- iii. The Participating Agency may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the Project Authority prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Participating Agency's forfeiture of Earnest Money Deposit (EMD).
- iv. During evaluation and comparison of bids, the Project Authority may, at its discretion, ask the Participating Agency for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the Participating Agency will be entertained.
- v. All participating Agencies have to mandatorily upload all requisite documents along with necessary documentary support serially by indicating the page no. in the index, otherwise bids will be rejected without assigning any reason.
- vi. **Rejection of Bids:** Canvassing by the Participating Agency in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional Proposals will be rejected.

#### **4. CONFLICT OF INTEREST**

- i. Project Authority requires the Agencies to provide professional, objective, and impartial advice and at all times hold the Project Authority's interest's paramount, strictly avoid conflicts with other Assignment/Jobs or their own corporate interests and act without any consideration for future work.
- ii. Without limitation on the generality of the foregoing, Agencies and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - a. **Conflicting Assignment/Job:** The Agency shall not be contracted for any Assignment/Job that, by its nature, may be in conflict with an-other Assignment/Job of the Agencies to be executed for the same or for another Project Authority.
  - b. **Conflicting relationships:** (a) The Agency that has a business or family relationship with a member of the Project Authority's staff who is directly or indirectly involved in any part of (b) preparation of the Terms of Reference of the Assignment/Job, (c) the selection process for such Assignment/Job, or (d) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relation-ship has been resolved in a manner acceptable to the Project Authority throughout the selection process and the execution of the Contract.

iii. Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Project Authority, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith in the RFP. If the Agency fails to disclose said situations and if the Project Authority comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its Contract/Agreement during execution of assignment.

iv. **WORK NOT TO BE SUBLET. ACTION IN CASE OF INSOLVENCY**

The contract shall not be assigned or sublet without the written approval of the Competent Authority. And if the selected agency shall assign or sublet his contract, or attempt to do so, or become insolvent or any insolvency proceedings commenced or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the participating agency, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Competent Authority on behalf of the Governor/Administrator of (Vadodara Municipal Corporation) shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

If the selected agency assigns, (excluding part(s) of work assigned to other agency(s) by the selected agency as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Competent Authority.

No tenant/aggregators shall sublet whole or part of ARHCs except entering into supplementary agreement to existing tenancy agreement. In case, any of the tenant found be indulged in subletting activities, suitable action shall be taken including but not limited to eviction of such tenant and recovery of dues etc.

## **5. UNFAIR ADVANTAGE**

- i. **Penalty for use of undue influence:** -The Agency undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Project Authority or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India/Government of Gujarat for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India/Government of Gujarat. Any breach of the aforesaid undertaking by the Agencies or any one employed by him or acting on his behalf (whether with or without the knowledge of the Agencies) or the

commission of any offers by the Agencies or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Project Authority to cancel the contract and all or any other contracts with the Agencies and recover from the Agencies the amount of any loss arising from such cancellation. A decision of the Project Authority or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Agencies. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Agencies towards any officer/employee of the Project Authority or to any other person in a position to influence any officer/employee of the Project Authority for showing any favour in relation to this or any other contract, shall render the Agencies to such liability/ penalty as the Project Authority may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Project Authority.

- ii. If a Agency could derive a competitive advantage from having provided Assignment/Job related to the Assignment/Job in question and which is not defined as conflict of interest as per above, the Project Authority shall make available to all Agencies together with this RFP, all information that would in that respect give such Agencies any competitive advantage over competing Agencies.

iii. DISPUTE RESOLUTION

In case, any dispute, difference, conflict or question of whatever nature (the "Dispute") arises between the Entity/Concessionaire and States/UTs/ULBs/Parastatals in terms of implementation, operation, maintenance etc. of ARHCs, the same shall in the first instance be attempted to be settled amicably through mutual discussion. If such Dispute does not get settled through mutual discussions, the same shall be referred to an independent mediator to be appointed by the District Collector/ District Magistrate or an officer of equivalent rank, within his jurisdiction.

Further, if any Dispute which is not settled amicably and/ or through mediation, same shall be resolved under the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration proceedings shall be place of execution of Agreement between the Parties, unless otherwise agreed between the parties. During the pendency of mediation and arbitration proceedings, until the arbitral award is published; the Parties shall continue to perform their respective obligations under terms of Agreement without prejudice to a final adjustment in accordance with such award.

Any party aggrieved by the order of arbitrator may approach to the Civil Court having territorial jurisdiction, under provisions of the aforesaid Act, 1996.

## 6. ELIGIBILITY CRITERIA

### 6.1 Agency's Incorporation

m. Participating Agencies eligible for participating in the bidding process shall be any one of the following two categories, otherwise bids will be considered as non-responsive:

iii. **Category 1:** Single Business Entity (Private/ Public Agency) Or,

iv. **Category 2:** A consortium of Business Entities (hereinafter referred to as "Consortium")

The term Participating Agency would herein after apply to both the above-mentioned categories.

n. For the purpose of this RFP, the participating agency shall mean a business Entity incorporated under the Indian Companies Act 1956/2013 or incorporated under such equivalent laws. Participating Agency should submit Registration/ Incorporation Certificates & GST Registration under the governing legislations. The Agency shall be required to submit a true copy of its Registration/ Incorporation Certificate along with the Proposal.

o. A Consortium of a maximum of **three (3)** members of above such entities, comprising one **Lead Member** with two other members, who may get associated for arrangement of project finance, project implementation and management etc. shall be allowed and shall hereinafter be referred as "Consortium".

p. The Participating Agency should submit a Power of Attorney authorizing the signatory of the Bids in case of Consortium

q. Bids submitted by a Consortium should comply with the following additional requirements:

8. The number of members in the Consortium would be limited to three (3) only;

9. The application should contain the information required from each member;

10. The application should include a description of clearly defined roles and responsibilities of all members;

11. Members of the Consortium shall nominate one member as the Lead Member;

12. A Participating Agency who has participated in this Bid in its individual capacity or as part of a Consortium cannot participate as a separate Agency of any other Consortium participating in this tender;

13. The members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium.

14. The members of the Consortium shall enter into a Memorandum of Understanding (MoU), for the purpose of submission of the bids. The MoU should, inter alia,

iv. Clearly outline the proposed roles and responsibilities of each member of the Consortium; and

v. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the assignments arising out of

the States/Union Territories (UTs), as the case may be and in accordance with the terms of the contract agreement therefore;

- vi. A copy of MoU signed by all members should be submitted along with the Technical Bid. MoU entered between the members of the Consortium should contain the above requirements, failing which the Application shall be considered non-responsive and MoU will not be changed later on.
  
- r. The Participating Agency or Consortium which has earlier been barred by Project Authority or blacklisted by any State/UT Government or Central Government/department/agency/Central or State Public Sector Undertakings in India from participating in Bidding Process, shall not be eligible to submit bids, either individually or as member of a Consortium, if such bar subsists as on the submission due date. The Participating Agency or Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on date.
  
- s. The Participating Agencies declared ineligible by multilateral agencies or Government of India or State/UT Governments and debarred from such type activities in India shall be ineligible to submit bids. In case the Participating agency or any member of Consortium is declared ineligible by multilateral agencies or Government of India or State/UT Governments during the evaluation period, then such bids shall be excluded from the evaluation process.
  
- t. A Participating agency or member of Consortium should have, during the last three years, neither failed to perform on any agreement/contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Participating Agency or member of Consortium, nor been expelled from any project or agreement, nor have had any agreement terminated for breach by such Participating Agencies or member of Consortium. In case the Participating Agencies or member of Consortium during period of Empanelment/contract, fails to perform on any agreement, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Participating Agency or member of Consortium, or been expelled from any project or agreement or have had any agreement terminated for breach by such Participating Agency or member of Consortium, such Participating Agency shall cease to be selected with Project Authority.
  
- u. Each participating Agency/Consortium shall submit only one proposal for the project. Any participating Agency/Consortium, who submits or participates in more than one proposal for the same project will be disqualified.
  
- v. The bid and all related correspondence and documents should be furnished by the participating agency with the bid may be in any other language provided that these are accompanied by appropriate translations of the pertinent passages in the English language by approved/authorized/ licensed translator. Supporting material, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, English language translation shall prevail.

- w. Participating Agency/Consortium should be profit making organization. Audited balance sheet for the last five years may be attached with the technical bids, otherwise bids will be rejected.
- x. Any change in the composition of a Consortium during the term of evaluation process shall not be permitted after submission of bids and during the contract period.

#### **6.2 Work Experience**

- a. Experience of having successfully completed similar works during the last 5 years ending previous day of last date of submission of bids:
  - i. *Three similar works each costing not less than 40% of the estimated cost of project*  
**OR**
  - ii. *Two similar works each costing not less than 60% of the estimated cost of project*  
**OR**
  - iii. *One similar work costing not less than 80% of the estimated cost of project*

“Similar works” here means Construction/Repair/Retrofit/ Development & Maintenance and Management of the housing complexes/social housing/residential societies/hostels/hotels by Agency/Consortium themselves in last five years.

- b. Previous experience in similar nature of work should be supported by certificates issued by the client’s organization. In case the work experience is of Private sector the certificate shall be supported with copies of Letter of Award and copies of corresponding TDS certificates.
- c. The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of bids.

#### **6.3 Financial Strength**

- a. The average annual financial turnover of the Agency of last 5 consecutive financial years shall be at least 50% of the estimated project cost in the RFP. The requisite Turnover shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number.
- b. Net Worth of the Agency as on 31st March of previous Financial Year should be positive. In case due to COVID-19, the audited balance sheet for the year 2019-20 is not available, the balance sheet of the previous year i.e. 2018-19 will be considered.
- c. In case the annual accounts for the latest financial year are not audited and therefore the Agency could not make available the same, the Agency shall give an undertaking to that effect and the statutory auditor shall certify the same. In such case, the Agency may provide the unaudited Annual Account

(with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for the year preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non responsive.

- d. In case of a Partnership agency or any other , if the audited annual financial statements of the Agency for the financial year immediately preceding the Proposal Due Date are not available, a certificate from the Chartered Accountant certifying the Net worth along with the certificate from the valuator with regard to the Land and Building is required to be submitted. Failure to do so would be considered as a non-responsive Proposal.
- e. Agency should not have incurred any loss in more than two years during available last five consecutive balance sheets. Agencies are required to upload and submit page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for last five years
- f. In case the Agency is a Consortium, the Financial Capacity of both the lead Member as well as the other Members shall be considered for the purpose of evaluation of financial capacity.
- g. Financial Capacity of parent/subsidiary/associated company (ies) of the bidder would not be considered for evaluation.
- h. Self certified copy of Bank Solvency Certificate issued from Nationalized or any Schedule Bank should be at least 40% of estimated project cost in this bid. The certificate should have been issued within 6 months from original last date of the submission of the bid.

## **7. PROPOSAL**

E-tenders are invited under **two bid systems i.e. Technical Bid and Financial Bid**. Interested agencies are advised to submit their bids “by visiting the Gujarat n-Procurement Portal/ Govt. of India e-procurement portal i.e <http://www.nprocure.com> Bids will be accepted as e-tender only.

## **8. PROPOSAL VALIDITY**

Section 01 Data Sheet indicates on how long Agencies Proposals must remain valid after the submission date. The Project Authority will make its best effort to complete negotiations within this period. Should the need arises; however, the Project Authority may request Agencies to extend the validity period of their proposals. Agencies who agree to such extension shall confirm that their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal. Agencies who do not agree have the right to refuse to extend the validity of their proposals; under such circumstance the Project Authority shall not consider such proposal for further evaluation.

## 9. PREPARATION OF PROPOSALS

- i. While preparing the proposal, Agencies are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- ii. While preparing the Technical Proposal, Agencies are required to give particular attention to the following:
  - a) The participating agencies/consortium shall not be permitted to associate with other Agencies.
  - b) Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. Form Tech – I in Section-II is a sample letter of technical proposal which is to be submitted along with the technical proposal
- iii. Depending on the nature of the Assignment/Job, Agencies are required to submit a Technical Proposal (TP) as per forms provided in Section-II. Section-II indicates the formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following para from (a) to (g) using the attached Standard Forms (Section II).
  - (a) A brief description of Agencies will be provided in Form Tech-2 (Section II). In the same Form, Agencies and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ Job as per the Terms of Reference (ToR). For each Assignment/Job, the outline should indicate the names of Agencies/ Professional staff who participated, duration of the Assignment/Job, contract amount and Agencies involvement. Information should be provided only for those Assignment/Jobs for which the Agencies were legally not contracted by the Project Authority as a corporation or as one of the major agencies within a consortium/ joint venture. Assignment/Jobs completed by individual working privately or through other agencies cannot be claimed as the experience of the Agencies, or that of the Agencies associates, but can be claimed by the individual themselves in their CVs. Agencies should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/ copy of contract for all the assignments mentioned in the proposal.
- iv. The Technical Proposal shall not include any financial information otherwise the proposal will be declared as non responsive.

## 10. FINANCIAL PROPOSALS

- i. **Project Period:** The project period will commence from the date of signing of contract agreement and would continue for a project period of 25 years, after completion of Repair/Retrofit and infrastructure development with respect of the project. The period may also be further extended on the basis of same

terms and conditions after approval of competent authority. State/UT Govt. of India/Government of Gujarat however, reserve the right to terminate the initial contract at any time after giving one week notice to the awardees agencies.

- ii. **Performance Bank Guarantee:** The Participating Agency will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector scheduled bank authorized to conduct government business for a sum equal to 10% of the contract value within 60 days of receipt of the conformed order/contract as per format. Performance Bank Guarantee should be valid up to 60 days beyond the contract period. No interest will be payable on Performance Bank Guarantee.
- iii. **Tolerance Clause** - To take care of any change in the requirement during the contract period, Project Authority reserves the right to increase or decrease number of vacant houses up to 100% without any change in the terms & conditions and prices quoted by the Agencies.
- iv. **Liquidated Damages:** In the event of the Agency's failure to submit the bonds, guarantees, and documents or complete the Repair/Retrofit, Develop, Operate & Maintenance the ARHCs for a period of 25 years etc., as specified in this contract. The Project Authority shall deduct from the Performance Bank Guarantee (PBG) of the Agencies as agreed, liquidated damages to the sum of 0.5% of the Annual Positive premium amount for week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of contract .

## 11.TAXES

Agencies shall fully familiarize themselves about the applicable Domestic taxes (such as GST and other applicable taxes) on amounts payable by the Project Authority under the Contract. All such taxes must be included by the Agencies in the financial proposal.

## 12.EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit

- i. An EMD of Rs. 30,000/- (Indian Rupees Thirty Thousand only), in the form of BG or DD drawn in favour of "Municipal Commissioner, Vadodara Municipal Corporation, Vadodara" payable at Vadodara city only must be submitted along with the Proposal. This Demand Draft shall be from the list of Approved Banks.
- ii. Participating agency has to mandatorily submit EMD, otherwise bids will be considered as non-responsive and no exemption will be granted to any agency.
- iii. No interest shall be payable by the Project Authority for the sum deposited as EMD.

- iv. EMD of unsuccessful Participating Agencies would be returned back by the Project Authority within one month of signing of the contract with successful Participating Agency.

EMD shall be forfeited by the Project Authority in the following events:

- i. If Proposal is withdrawn during the validity period or any extension agreed by the Agencies thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Project Authority after opening of Proposal during the validity period or any extension thereof.
- iii. If the Agencies tries to influence the evaluation process.
- iv. If the first ranked agency withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Agency).

### **13.SUBMISSION AND OPENING OF PROPOSALS**

- i. Bid along with all copies of documents should be submitted in the electronic form only through the e-tendering system. Before the bid is upload-ed, bid comprising of all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000.
- ii. Bid shall be opened online as per the date & time mentioned in RFP.
- iii. Price Bids of only those Participating Agencies shall be considered for electronic opening & evaluation, whose bid is determined to be technically acceptable to the Project Authority.

### **14.EVALUATION OF PROPOSAL**

- i. From the time the Proposals are opened to the time the Contract is awarded, the Agencies should not contact the Project Authority officials on any matter related to its Technical and/or Financial Proposal. Any effort by the Agencies to influence the Project Authority officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Agencies Proposal.
- ii. Evaluation of Technical and Financial bids will be carried out by the Tender Evaluation Committee (TEC) constituted by the Project Authority at the ULB level.

### **15.EVALUATION OF TECHNICAL PROPOSALS**

- i. TEC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation of TEC.
- ii. The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference (ToR) and by applying the evaluation criteria, sub-criteria specified in the Section –I Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Section –I Data sheet for responsiveness of the proposal. Only responsive proposals shall be

further taken up for evaluation. Evaluation of technical proposal will start first and at this stage and the financial bid (proposal) will remain unopened. Qualification of the Agencies and the evaluation criteria for the technical proposal shall be as defined in the Section –I Data sheet.

## **16.PUBLIC OPENING & EVALUATION OF THE FINANCIAL PROPOSALS**

- i. Financial bids of only those agencies who are technically qualified shall be opened publicly on the date & time specified, in the presence of the Agencies representatives who choose to attend. The name of the Agencies and their financial bids shall be read aloud.
- ii. The Agencies shall fully familiarize themselves about the applicable Domestic taxes (such as GST etc.) on amounts payable by the Project Authority under the Contract. All such taxes must be included by the Agencies in their financial bids.
- iii. Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and financially.

### **Financial Evaluation Criteria:**

Bidder who shall quote the most competitive financial bid (in terms of highest positive premium in the form of revenue share to Vadodara Municipal Corporation, will be considered for award of work. In case of negative premium, bidder who quotes lowest requirement of Viability Gap Funding (VGF) from Vadodara Municipal Corporation and offers maximum revenue share to Vadodara Municipal Corporation will be considered for award of work. However, Bidder should not quote more than 20% of the total project cost as Viability gap Funding (VGF). In both situations, contract will be awarded to that Bidder who will offer Highest Net Revenue Share to the ULB.

### **Notes:**

- a. VGF amount will be released by ULB against the submission of Bank Guarantee (BG) by Concessionaire as per payment terms. Interest on BG amount will not be paid in this situation. The quoted rates shall remain agency and fixed during the period of the contract.
- b. Total quoted occupancy shall not be considered less than 80% of the total vacant houses of the ARHCs.

Concessionaire has to return the VGF amount within a period of 3 years from the date of operation of ARHCs along with applicable inter-est rates.

## **17.AWARD OF CONTRACT**

- i. After completing the evaluation process, the Project Authority shall issue a Letter of Intent (LoI) to the selected agency and promptly notify all other agencies who have submitted proposals about the decision taken.
- ii. The selected agency will sign the contract after fulfilling all the formalities/ pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.

- iii. The Agency is expected to commence the Assignment/Job after signing of the contract or on the date specified in the Section – I of Data Sheet which ever earlier.

## **18.CONFIDENTIALITY**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Agencies of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Project Authority's antifraud and corruption policy.

## **19.CONDITIONS FOR BIDDER**

- i. The agencies are required to quote strictly as per terms and conditions, specifications, and standards.
- ii. The highest positive premium shall constitute the sole criteria for evaluation of the financial proposal.
- iii. The agencies are advised to submit complete details with their bids as Technical Bid Evaluation will be done on the basis of documents uploaded on website by the Bidder with the bids. The information should be submitted in the prescribed Performa. Bids with Incomplete/ Ambiguous information will be rejected.
- iv. The Bank Guarantee for EMD submitted by the Bidder shall be strictly in the format prescribed in Form-G. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.
- v. The agencies are advised in their own interest to submit their bid documents well in advance from last date/ time of submission of bids so as to avoid problems which the Bidder may face in submission at last moment/ during rush hours.
- vi. When it is desired by Project Authority of State/UT Government to submit revised financial bid within the validity period then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid and EMD will be forfeited.
- vii. Notwithstanding anything stated above, Project Authority of State/UT Government reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, in the overall interest of Project Authority of State/UT Government. In case, Participating Agency's capabilities and capacities are not found satisfactory, Project Authority of State/UT Government reserves the right to reject the bid.
- viii. Canvassing in connection with the bid are strictly prohibited, and such canvassed bids submitted by the Bidder will be liable to be rejected and his earnest money shall be absolutely forfeited.

## **20.PRE-BID METING**

- i. Pre-bid meeting shall be held with the eligible and intending Bidder in the Conference Hall, Vadodara Municipal Corporation, Khanderao Market Building, Rajmahal Road Vadodara – 390001 at 27/01/2021 on 11:30

Hrs to clear the doubt of intending Bidder, if any. Bidder may send all their queries by Email, before pre-bid meeting, latest by 25/01/2021 At 17:00 Hrs. on [pmay.vmc@gmail.com](mailto:pmay.vmc@gmail.com) to the office of the Executive Engineer, Affordable Housing (PMAY) (Telephone No: 9879583369, e-mail: [pmay.vmc@gmail.com](mailto:pmay.vmc@gmail.com), [vmcmgy@gmail.com](mailto:vmcmgy@gmail.com). As a result of pre-bid meeting, certain modifications may be issued to all eligible Bidder by Project Authority of State/UT Government corrigendum, if felt necessary. All modifications/addendums/corrigendum issued regarding this bidding process, shall be uploaded on website only and shall not be published in any Newspaper.

- ii. Attending the pre-bid meeting is optional. Bidder should contact Project Authority of State Government to arrange for their visit or to obtain additional information on the pre-bid meeting. Agencies should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements. The Pre-Bid meeting shall be attended by the intending Bidder only and not by vendors/manufacturers. Further, the intending Bidder should depute their authorized person with authorization letter in original to attend the pre-bid meeting.

## **21.LIST OF DOCUMENTS TO BE UPLOADED FOR BID SUBMISSION**

1. Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD.
2. Memorandum Annex-I.
3. Unconditional Letter of Acceptance of Bid Conditions (in original) (Annex-II of Contract Conditions) (On Letter Head of the Applicant/ Bidder).
4. Details of Work Experience Certificates - FORM-A.
5. Details of Similar Works -FORM-B.
6. Financial Details- FORM-C.
7. TDS details for Private Sector Projects - FORM-D.
8. Self-certified copy of Bank Solvency Certificate- FORM-E.
9. Documents regarding Net Worth of the Company/Agency.
10. Form-H of Contract Conditions -Affidavit duly notarized by Notary Public on Non Judicial Stamp Paper of Rs. 100 for correctness of Documents / Information.
11. Power of Attorney of the person authorized for signing/submitting the bid.
12. Valid GST registration/EPF registration/PAN NO.
13. All pages of the entire Corrigendum (if any) duly signed by the authorized person.
14. Pre-bid clarifications, if any.
15. General Information Form-F
16. Work Experience Certificates consisting of details as mentioned in Form-G
17. Registration Details of the Bidder in the GST Act in the State at the location of the Project- Form-I

**NOTE:** All uploaded documents should be in readable, printable and legible form, failing which the Bids shall not be considered for evaluation. The relevant Annexure may be tabled with proper indexing with paging.

## 22.DATA SHEET

DATA SHEET		
Sl. No.	Parameters	Details
1	Bid Document No.	PRO No. 867/20-21
2	Name of the Work	Repair/Retrofit, Develop, Operate and Transfer (RDOT) of 748 (No. of Houses) at Harni TP 1 FP 88 – 52 DUs; Chhani TP 13 FP 209 – 136 DUs and Sayajipura FP 127- 560 DUs as Affordable Rental Housing Complexes
3	Project Constructed under Scheme	Rajiv Awas Yojana (RAY) and BSUP
4	Project Location and Address	Harni TP 1 FP 88 – 52 DUs; Chhani TP 13 FP 209 – 136 DUs and Sayajipura FP 127- 560 DUs
5	Name of Implementing Agency/ Urban Local body	Vadodara Municipal Corporation
6	No of houses to be provided on rent	748
7	Year of completion	2017 (RAY) and 2020 (BSUP)
8	Estimated Project Cost for Development, if any	Rs 15,00,000
9	Period of Completion of repair/ retrofitting	3 Months
10	Earnest Money Deposit (EMD be 2% of estimated cost and it should be predefined in the RFP)	2% of estimated cost put to Tender. In form of DD/Bank Guarantee., in favour of Municipal Commissioner Vadodara Municipal Corporation, Vadodara from any Nationalized/ Scheduled Bank payable at Vadodara city only
11	Last date & time of submission of Online Bid	Up to 15/02/2021 At 16:00 Hrs
12	Period during which hard copy in original of EMD, Cost of Bid Document to be submitted	Up to 17/02/2021 on or before the date of opening of Technical Bid
13	Date & Time of Opening of Technical Bid	Up to 18/02/2021
14	Pre-Bid Meeting & Venue	Dt 27/01/2021 at 11:30 Hrs in to Executive Engineer office, Affordable Housing (PMAY), Vadodara Municipal Corporation, Kanya Shala No. 3, Pratap road, Raopura, Vadodara - 390001, Gujarat. The pre-bid meeting can be attended by representative of

		bidder who carries proper authorization letter and identity proof.
15	Date & Time of Opening of Financial Bid	Will be intimated later through e-mail or phone.
16	Validity of offer	180 days
17	Evaluation Criteria: Criteria, Sub criteria, for evaluation of Technical Proposal have been prescribed	As per RFP
18	Method of selection	As per RFP
19	Concession period	25 years

In case of any query, please contact Executive Engineer, Affordable Housing (PMAY), Vadodara Municipal Corporation, Kanya Shala No. 3, Pratap Road, Raopura, Vadodara – 390001, Gujarat during office hours.  
Ph No. 9879583369  
E-mail – [pmay.vmc@gmail.com](mailto:pmay.vmc@gmail.com), [vmcmgy@gmail.com](mailto:vmcmgy@gmail.com),

### **INFORMATION AND GUIDELINES FOR BIDDER**

#### **General**

- i. Letter of transmittal and forms for deciding eligibility are given in Section III.
- ii. All information called for, in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a **‘nil’** or **‘no such case’** entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as **‘Not applicable’**. The Bidder are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the bid being summarily disqualified. Bid made by telegram or telex and those received late will not be entertained.
- iii. Technical bid should be written in English. The participating Agency should sign on each page of application, forms and documents before scanning & uploading and to ensure proper numbering and indexing.
- iv. Corrections if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Agency should also be numbered by him. They should be submitted as a package with signed letter of transmittal. Over writing should be avoided.
- v. References, information and certificate from the respective clients certifying suitability, technical knowledge or capability of the Agency should be signed by an authorized officer
- vi. The Agency may furnish any additional information which is necessary to establish their capabilities to successfully complete envisaged work. The Agency is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Vadodara Municipal Corporation ULB of State/UT Government of Gujarat.

- vii. If private works are shown in support of eligibility, certified copy of the TDS shall be submitted along with the experience certificate and the TDS amount shall tally with the actual amount of work done.

#### **Final Decision Making Authority**

The State/UT Government of Gujarat reserves the right to accept or reject any bid and to annul the process and reject all bids at any time without assigning any reason or incurring any liability to the participating agencies.

#### **Addendum/ Corrigendum**

Addendum/Corrigendum to the bid documents may be issued prior to the date of submission of the bid to clarify or effect modification in specification and/or contract terms included in various bid documents. The Agency shall suitably take into consideration such Addendum/Corrigendum while submitting his bid. The Agency shall return such Addendum/Corrigendum duly signed and stamped as confirmation of its receipt & acceptance and submit along with the bid document. All Addendum/Corrigendum shall be signed and stamped on each page by the Agency and shall become part of the bid and contract documents.

#### **Site Visit**

It is incumbent upon the Agency to visit at his own cost, and examine it and its surroundings to himself collect all information that is considered necessary for proper assessment. It is expected that while bidding, the Agency will take utmost care and diligence by visiting the sites and collecting the required parameters necessary. In case of any discrepancies later, Project Authority will not be held responsible. Contact details of the nodal officer for the site are mentioned below: Executive Engineer, Affordable Housing (PMAY), Vadodara Municipal Corporation, Kanya Shala No. 3, Pratap Road, Raopura, Vadodara – 390001, Gujarat during office hours.

#### **Financial Information**

Agency should furnish the following financial information:

- i. Annual financial statement for the last five years in **Form 'A'** and
- ii. Solvency certificate in **Form 'B'**

#### **Agency should furnish the following:**

- i. List of all works of similar nature successfully undertaken during last **Seven years in Form 'C'**
- ii. Performance reports (corresponding to work mentioned in **(Form-C)** in **Form-D**. If needed, the Bidder may attach a separate certificate in this regard from performance report issuing authority.

#### **Organization Information:**

- i. Agency is required to submit the information in respect of his/her/their organization in **Form- 'E'**.
- ii. The Agency should have sufficient number of Technical and Administrative employees for proper execution of the contract. The Agency should have to submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work.

#### **Construction Plant and Equipment:**

The Agency should furnish the list of construction plant and equipment required to be used in carrying out the work.

#### **Testing Equipment**

The Agency shall furnish list of testing equipment to be placed at site for routine testing of materials

#### **Letter of Transmittal:**

The Agency should submit the letter of transmittal attached with the document.

## SECTION-II: TERMS OF REFERENCE

### 1. Background

1. There has been reverse migration of workers/ poor in the country due to COVID-19 pandemic. Urban migrants/ poor consisting of workers in manufacturing industries, domestic/ commercial establishments, health sector, service providers, hospitality industry, construction or other such sectors play an important role in urban economy. They come from rural areas or small towns for seeking better employment opportunities in urban areas. In order to maximize savings, they often compromise with living conditions to send remittances to families left behind at their native places. Usually, they live in slums, informal/ unauthorized colonies or peri-urban areas to save on high rental charges. They spend lot of time on roads by walking/ cycling to workplaces, risking their lives to cut on expenses. It also causes drudgery/ anxiety/ psychological breakdown and health problems because they compromise on rest, recuperation and hygiene conditions. Provision of rental housing options closer to workplace will improve their productivity. Therefore providing ease of living through access to dignified affordable housing close to their workplace is an imperative.
2. Housing is one of the basic necessities of life and the same is also espoused in Directive Principles of State Policy enshrined in Constitution of India. A large proportion of urban migrants/ poor from all categories may already have a house or own a piece of land in their respective place of domicile. They may not be interested in ownership housing in urban areas and generally look for affordable rental accommodation to save on expenses. The affordable rental housing will promote inclusive urban development and planned growth of slums.
3. Government of India aims to promote economic activities aligned with the vision of '**Aatma Nirbhar Bharat**'. Moving forward, Ministry of Housing and Urban Affairs has initiated a scheme for development of Affordable Rental Housing Complexes (ARHCs) for urban migrants/ poor under Prad-han Mantri Awas Yojana -Urban (PMAY -U).
4. ARHCs aim at creating vibrant, sustainable and inclusive affordable rental housing avenues for urban migrants/ poor by 'aggregation of their demand at a given site'. These ARHCs will provide them dignified living with all civic amenities in proximity to their work place by utilizing existing Government funded vacant houses in cities by converting them into ARHCs under Public Private Partnership (PPP) mode or by Public agencies.
5. Targeted tenants for ARHCs will be urban migrants/ poor from Economically Weaker Section (EWS)/ Low Income Group (LIG). They include labour, urban poor (street vendors, rickshaw pullers, other service providers etc.), industrial workers, and migrants working with market/ trade associations, educational / health institutions, hospitality sector, long term tourists / visitors, students or

any other persons of such category. Preference under the Scheme shall be given to persons belonging to Scheduled Castes/ Scheduled Tribes/Other Backward Classes, Widows and working Women, Divyang, Minorities, subject to tenants being from EWS/LIG segments as provisioned by the Government.

6. **As a part of this endeavor, the State Govt. of Gujarat intends to undertake convert exiting Government funded 748 vacant Houses at Harni; Chhani and Sayajipura, Vadodara, Gujarat constructed under RAY and BSUP into ARHCs. Accordingly Vadodara Municipal Corporation is inviting Agencies, either as single entity or as Consortium, to take up the project on Repair/Retrofit, Develop, Operate and Transfer (RDOT) mode.**

## 2. ARHC Scheme Brief

1. Agency selected (to be called as Concessionaire) will the existing building and ensure all civic infrastructure gaps like water, sewer/ septage, sanitation, internal road etc to make these livable. Thereafter, these will be developed as ARHCs and Operated for concession period of 25 years and on completion of the agreement period, the complexes will be transferred back to concerned Vadodara Municipal Corporation in the livable condition.
2. Necessary Social Infrastructure (e.g. health centre, anganwadi, creche, community centres etc.) and Neighbourhood Commercial facilities (e.g. shops, grocery store, Medical shops, milk booths, ATM etc.) within the campus may also be developed by Concessionaire as per the prescribed norms/requirement of Gujarat/Vadodara Municipal Corporation.
3. The local authority (to be called as Vadodara Municipal Corporation) will fix the initial affordable rent of ARHCs, based on local survey. Subsequently, rent may be enhanced biennially by maximum of 8%, subject to maximum increase of 20% in aggregate over a period of 5 years effective from the date of signing the contract. Same mechanism shall be followed over the entire concession period i.e. 25 years.
4. Concessionaire and tenants (including institutions) will sign a rent agreement abiding to applicable rules and regulations. Tenants will abide by the contract terms and vacate premises without any dispute. In the event that Tenant is found indulging in any unlawful activities and fails to abide to the terms and conditions of rent agreement, Concessionaire can evict the tenants during the contract period.
5. In order to safeguard the interest of stakeholders and avoid conflict/complication, ARHCs will be kept outside the purview of existing State Rent-al Laws by States/UTs. ARHCs shall be governed by Model Tenancy Act (MTA) or modification of their existing laws in the line of MTA for speedy resolution.
6. Suitable grievance redressal mechanism will be set up by Concessionaire to address the grievances in implementing this scheme from various stakeholders.

7. ARHCs will be exclusively used for rental housing for the eligible tenants for a minimum period of 25 years. In case, ARHCs are found being used for any other purposes than rental, appropriate action will be taken against the Concessionaire, as per applicable provisions/ Acts of State/UT Govt. of India/Government of Gujarat. Further, all incentives/benefits already availed by Concessionaire will be recovered with applicable interest.

### 3. Project Details

Details of project assessed by ULB are as follows:

Sl. No.	Item	Details
1	Name of the State	Gujarat
2	Name of the City	Vadodara
3	Project Location	Harni TP 1 FP 88 – 52 DUs; Chhani TP 13 FP 209 – 136 DUs and Sayajipura FP 127 -560 DUs
4	<b>Physical Details</b>	
4.1	No. of Blocks	Harni – 1 Block, Chhani – 1 Block and Sayajipura -14 Block
4.2	No. of Floors in each Block	Harni – G+4, Chhani – G+5 and Sayajipura – G+4
4.3	No. of Houses in each Floor	Harni – 10 Houses Chhani – Ground Floor – 16 Houses 1 <sup>st</sup> to 5 <sup>th</sup> Floor – 24 Houses Sayajipura – 8 Houses
4.4	Area of DU (in Sqm)	a. Carpet Area (Sq.Mt.) Chhani Area – Approx 33.36 Harni Area – Approx 32.43 Sayajipura – Approx 28.00
5	<b>Physical Status of Infrastructure</b>	<b>Status</b>
5.1	Water Supply	Yes
5.2	Sewerage	Yes
5.3	Road	Yes
5.4	Storm Water Drain	Yes
5.5	External Electrification	Yes
5.6	Solid Waste Management	Yes
5.7	Any Other, Specify	Yes
6	<b>Housing Details:</b>	
6.1	No. of Vacant Houses proposed for ARHC	748
6.2	No. of Vacant Houses need for Repair/ Retrofitting (list out items), if needed	0
6.2.1	Plaster	Yes
6.2.2	Painting	Yes
6.2.3	Doors/ windows	Yes
6.2.4	Plumbing/ Hardware/ Sanitary	Yes
6.2.5	Electricity	Yes
6.2.6	Flooring/Tiling	Yes
6.2.7	Any Other, Specify	Yes
7	<b>Infrastructure Details:</b>	
7.1	<b>Internal Infrastructure – new/gap filling</b>	

Sl. No.	Item	Details
7.1.1	Roads	Yes
7.1.2	Drainage	Yes
7.1.3	Electricity	Yes
7.1.4	Storm Water Drains	Yes
7.1.5	Any Other, Specify	Yes
<b>7.2</b>	<b>Social Infrastructure - new/gap filling</b>	(Yes/No)
7.2.1	Health center	No
7.2.2	Anganwadi	No
7.2.3	Creche	No
7.2.4	Community Centre	No
7.2.5	Any Other, Specify (if needed)	No
<b>7.3</b>	<b>External Infrastructure and its connectivity with internal infrastructure</b>	(Yes/No)
7.3.1	Water Supply	Yes
7.3.2	Sewerage	Yes
7.3.3	Road	Yes
7.3.4	Storm Water Drainage	Yes
7.3.5	External Electrification	Yes
7.3.6	Solid Waste Management	Yes
7.3.7	Any Other, Specify	Yes

**State Govt. of Gujarat intends to undertake conversion of existing Government funded 748 vacant Houses at Harni; Chhani and Sayajipura, Vadodara, Gujarat constructed under RAY and BSUP into ARHCs. Accordingly Vadodara Municipal Corporation is inviting Agencies, either as single entity or as Consortium, to take up the project on Repair/Retrofit, Develop, Operate, Transfer (RDOT) mode.**

#### 4. Scope of Work

##### i. Work details assessed by Vadodara Municipal Corporation

Following activities needs to be completed by the Concessionaire:

Component	Details of work required
<b>Housing</b>	Repair/Retrofitting of existing houses including following: <ol style="list-style-type: none"> <li>(a) Repair/ replacement of brickwork,</li> <li>(b) Repair of Plasters</li> <li>(c) Making openings in B/W as per directions or as required</li> <li>(d) Removing of old putty and replacing with new or repairing as decided by ULB</li> <li>(e) Renewing of glass panes</li> <li>(f) Fixing of tiles on floor ,wall ,dado</li> <li>(g) Renewing of M.S work</li> <li>(h) Cleaning and desilting of gully trap chamber</li> <li>(i) Cleaning of choked sewer line</li> <li>(j) Fixing of Water Closet squatting Pan along with its traps('S' or 'P')</li> </ol>

	<ul style="list-style-type: none"> <li>(k) Repair/ replacement of door shutters, Chowkhats</li> <li>(l) Fixing of kitchen slab, sink dado as required.</li> <li>(m) Repair of parapet</li> <li>(n) Fixing / replacement of hinges, L drop and other hardwares</li> <li>(o) Providing Water proofing treatment (from the specialized agency) in wet areas of building including roof and below the water tanks.</li> <li>(p) Repair of staircase</li> <li>(q) Fixing of Hardware, C.I. Fittings, G.I. fittings as per instructions from ULB</li> <li>(r) Internal and external white washing, distempering, painting as per requirement of the building and also instructions from the ULB</li> <li>(s) Any other as may be required by ULB</li> </ul>
<b>Infrastructure Components</b>	Repair/ replacement /retrofitting of the following infrastructure (within campus) components as per given specification: <ul style="list-style-type: none"> <li>a) Water Supply</li> <li>b) Sewerage/ Septage</li> <li>c) Storm Water Drains</li> <li>d) Repairing or constructing of internal roads</li> <li>e) Mechanical Work, DG set</li> <li>f) Rain water harvesting</li> <li>g) Development of external area which is damaged or not done</li> <li>h) Repairing or constructing of boundary wall</li> <li>i) External Electrical work</li> <li>j) Using power saving street lights/lights is mandatory</li> <li>k) Redevelopment of parks and other amenities</li> <li>l) Any other as may be required by ULB</li> </ul>
<b>Development of Social/ Neighborhood commercial Amenities</b> (as per norms / requirement)	<ul style="list-style-type: none"> <li>a) Health Centre</li> <li>b) Creche</li> <li>c) Anganwadi</li> <li>d) Shops</li> <li>e) Milk booth</li> <li>f) ATM</li> <li>g) Others, (ULB to specify)</li> </ul>
<b>NOTE:</b> Above details are suggestive works only. However, State/UT/ Parasatals may include or exclude any work as per project requirement.	

Developing and submitting Architectural and structural design for the additional amenities based on the local soil condition, geo-climatic condition, natural hazard condition, design parameters as per relevant Indian Standards & National Building Code or given by Project Authority; taking all approvals as required and construction of the amenities as per approved plan and specifications and taking completion certificate. The location plan, site layout and other related Architectural drawings of existing vacant houses is attached for reference in this document as Section-D.

## ii. Operation and Maintenance of ARHCs

- a) Regular Operation & Maintenance (O&M), repair, operation etc. of ARHC shall be done by the Concessionaire as per the standard practice followed for housing and infrastructure projects. Concessionaire shall ensure that the complexes remain in good condition.

b) O & M may include the following components:

<b>Component</b>	<b>Details of work required</b>
<b>1. Preventive Maintenance</b>	<ol style="list-style-type: none"> <li>1. Cleanliness of roofs, inlet of rain water pipes, Khurra, Chhajja/ sunshade top, outlet of rain water pipes, plinth protection and drains minimum twice a year and particularly before monsoon.               <ol style="list-style-type: none"> <li>a. Cracks on gola and top of parapet</li> <li>b. Cleanliness and waterproofing of mumty roof</li> <li>c. Leakage from terrace tanks</li> </ol> </li> <li>2. Damage of water proofing due to installation of various services on roof like Dish antenna, solar panels, etc or weed/vegetation.</li> <li>3. Cracks on grit plaster, spilling of concrete, cladding stone coming out of substrate etc</li> <li>4. Leakages/seepages</li> <li>5. Rusting of GI pipes and fittings showing seepage</li> <li>6. Shafts for the leakage/seepage</li> <li>7. Sagging false ceiling</li> <li>8. Termite affected areas and wooden members</li> <li>9. The cleaning of manholes and sewer line and checking for rain water getting mixed in sewer lines.</li> <li>10. Damaged cables &amp; other abandoned service lines</li> <li>11. Electrical systems like main boards etc. should be checked annually.</li> <li>12. Fire services particularly during hot weather and assessment of electric load due to additional services installed</li> <li>13. Whether unprotected heaters in use likely to cause fire inside</li> <li>14. Annual Maintenance</li> </ol>
<b>2. Day to Day maintenance:</b>	<ol style="list-style-type: none"> <li>a) Removing Chokage of drainage pipes,</li> <li>b) Manholes, restoration of water supply,</li> <li>c) Repairs to faulty switches,</li> <li>d) Watering of plants,</li> <li>e) Lawn mowing, hedge cutting,</li> <li>f) Street Sweeping</li> </ol>
<b>3. Annual Repair and Maintenance</b>	Annual maintenance including White washing, Colour washing, Distemping, painting etc.

**NOTE:** Above details are not exhaustive. However, State- Gujarat/VMC may include or exclude any work as per project requirement.

## 5. Payment Schedule

- a) The required investment for development, operation and maintenance of AR-HCs will be made by Concessionaire which would be recovered through rental income during the Concession period i.e. 25 years.
- b) Concession Fee:
  - i. In case, Concessionaire offers positive premium, it will be shared with the ULBs as per the quoted rates. The Concessionaire will pay the Concession Fee on a monthly basis to ULB on or before 10th day of that particular month. The Concessionaire will not be entitled to any revision of Conces-sion Fee during the entire contract period. The Concession Fee paid by the Concessionaire to ULB shall be exclusive of Taxes and all

Taxes shall be paid over and above the Concession Fee. The payment of Taxes in respect of the Concession Fee, the usage of the Location, operations of the ARHCs shall be the obligation of the Concessionaire and shall be borne by the Concessionaire at its own risk and costs.

- ii. All payments towards Concession Fee, payable by the Concessionaire to ULB, shall be by way of electronic fund transfer system to provide for real times inter- bank payment in favour of such account as may be prescribed by ULB from time to time. All payments towards Concession Fee, payable by the Concessionaire to Authority, shall be in INR.
- iii. Under any circumstances, Concessionaire fails to provide Concession Fee to Vadodara Municipal Corporation for consecutive three months, Concessionaire will vacate the premises without any further delay and handover the project to ULB after clearing all dues. In this case, PBG will be forfeited by ULB without any prior intimation.
- iv. Independent Audit Authority appointed by Vadodara Municipal Corporation shall conduct an independent audit of the accounts of the Concessionaire pertaining to any one or more of the Location(s). The Concessionaire will co-operate with the Audit Authority and its agents in the conduct of the independent audit, and for such purpose to provide access to the officials of Authority or its agents to all location(s)/ Service Area(s), to allow Authority or its agents to inspect and have access, at any time, to the books of accounts, audited/ unaudited statements, the gross sales/itemized sales reports/statements, audit rolls maintained by the Concessionaire, receipts generated at the electronic point of sale terminals as maintained by the Concessionaire and any other information as may be required by Authority or its auditors for the purpose of such independent audit.

## **6. Viability Gap Funding (VGF)**

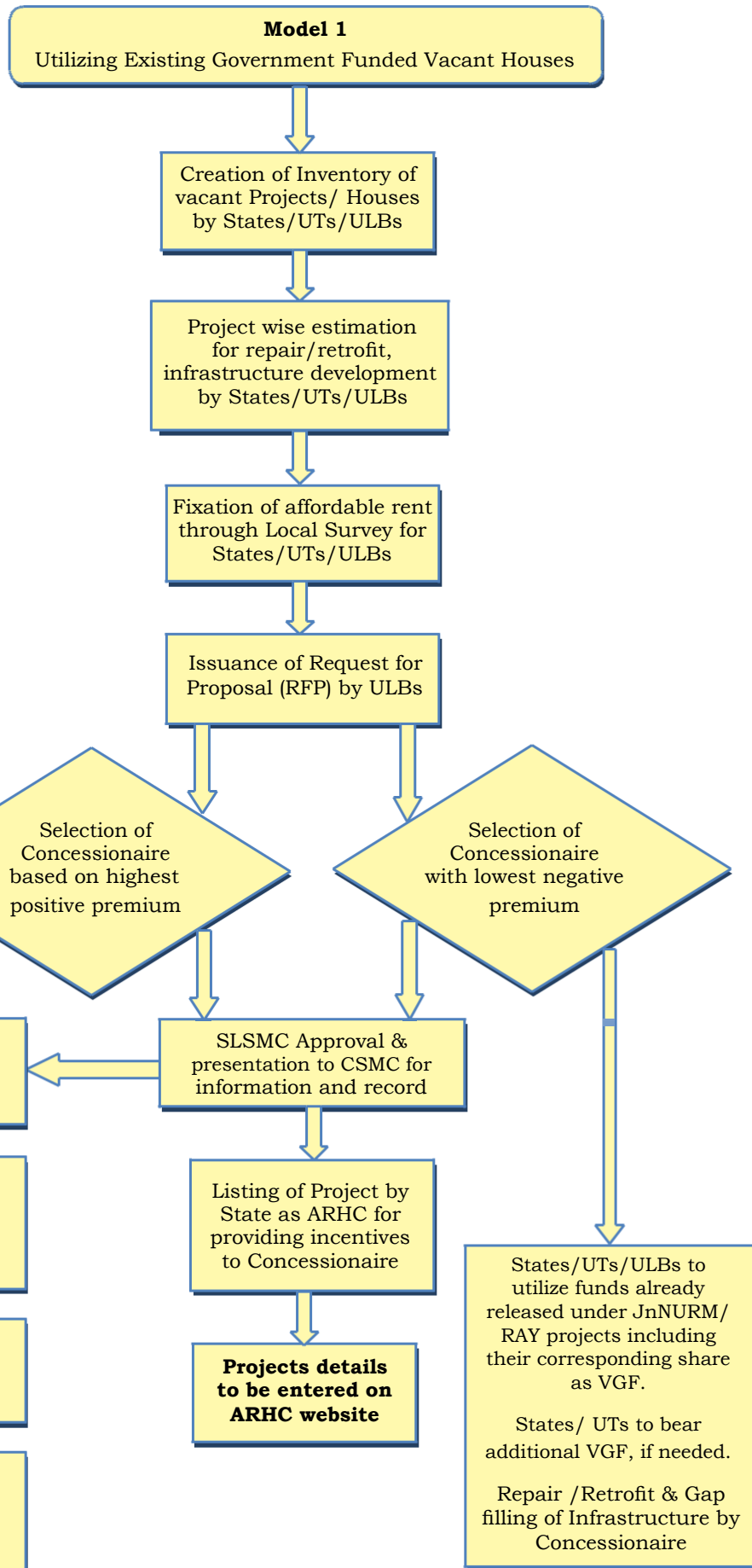
- a) In case VGF is required, payment will be released by Vadodara Municipal Corporation on receipt of Bank Guarantee to Concessionaire in two installments as follows:
  - i. 1<sup>st</sup> instalment of 80% will be released after development of ARHCs with all housing and infrastructure component, in all respect.
  - ii. 2<sup>nd</sup> and final instalment of 20% will be released after operational of ARHCs in all respect along with utilisation certificates of all earlier re-leases with project completion report.
- b) However, Concessionaire will share the Concession Fees with the ULB as per the quoted rates.

## **7. Implementation Methodology**

- a) A dedicated Escrow account shall be opened by Concessionaire for all financial transaction of this project. Income accrued as rent from these projects will be kept in a separate account maintained by concerned

Concessionaire. The account shall be managed as per the prescribed accounting system of Vadodara Municipal Corporation.

- b) All major maintenance along with other routine and daily maintenance issues arising out of normal wear and tear of items used in ARHCs will be responsibility of concerned Concessionaire and expenditure shall be met from revenue generated through rent.
- c) All projects under this scheme will be listed as 'ARHC Projects' by State/ UT Govt. of Gujarat after selection of Concessionaire and Vadodara Municipal Corporation will award the contract after approval of State Level Sanctioning and Monitoring Committee (hereinafter referred as SLSMC). Details of listed ARHC project will be uploaded by the Vadodara Municipal Corporation on ARHC Website i.e. <https://www.arhc.mohua.gov.in> for monitoring, information and record of the project.
- d) Once the project is listed as ARHCs, Concessionaire will be eligible to receive the incentives/ benefits in ToR.
- e) For sustained occupancy and continued revenue, Concessionaire shall tie up with other Entities/Organizations/local industry/ manufacturers/ service providers/ educational/ health institutions/ market associations/ others employing urban migrants/ poor to provide accommodation in-block and remit rental by deducting directly from their salary/ fees/ any kind of remuneration, as feasible. These rental housing complexes may also be run through partnership with Aggregators.
- f) In-block allotment of ARHCs on rent to tenants will be the responsibility of Concessionaire through an appropriate and transparent mechanism. Use of Aadhaar or any other Govt. approved identification document of tenants will be mandatory for allotment.
- g) After completion of contract period i.e. 25 years from the date of signing of contract, Concessionaire will hand over the ARHCs in functional and liv-able condition (as it was during the initial rent) to Vadodara Municipal Corporation either for renewal of contract or by running through Vadodara Municipal Corporation on its own.
- h) Concessionaire shall enter into an agreement as per Annex- with Vadodara Municipal Corporation to Develop, Maintain and Operate the ARHCs for 25 years from the date of signing of contract.
- i) Concessionaire shall submit an annual Schedule of works in advance for Operation and Maintenance of work related to Housing and Infrastructure activities of ARHCs.
- j) The flowchart showing steps for implementation of ARHCs is as under:



## 8. Incentives/ Benefits to the Concessionaire

- a) Concessionaire shall be eligible for following incentives through Government of India:
- i. Exemption of Income Tax on any profits and gains derived from operation of ARHCs on similar lines as that of 'Affordable Housing' under section 80-IBA of Income Tax Act, 1961.
  - ii. Exemption of GST on any profits and gains derived from operation of AR-HCs, at par with rental services of residential premises, vide Notification number 12 of 2017- Central Tax (Rate) dated 28th June 2017.
  - iii. Project finance/loan at lower interest rate through concessional window under Affordable Housing Fund (AHF) by Housing Finance Companies (HFCs) and Priority Sector Lending (PSL) by Commercial Banks, upon inclusion of ARHCs in Harmonized Master List (HML) on the same lines of 'Affordable Housing'.
- b) Additionally, Concessionaire shall receive following benefits through States/UTs/ULBs/Parastatals:
- i. Approval of design/ drawings and other statutory approvals within 30 days through single window system, after which proposed project will be considered as deemed approved for construction.
  - ii. Necessary trunk infrastructure facilities like road, sanitation services, water, sewerage/septage, drainage, electricity etc. up to project site without any additional cost to Concessionaire.
  - iii. Municipal services such as water supply, electricity, house/ property tax, sewerage/ septage charge etc. for operation of ARHCs will be levied at par with residential projects.

## 9. Requirement of Professionals

- a. Illustrative lists of professionals to be deployed by the Concessionaire at the project site during the construction (repair/retrofit/development) period are detailed below. ULB may revise the details as per requirement.

Sl. No.	Key Professionals	Experience Required	Required man power
1	Manager	Over 7 to 10 years of working experience in construction of residential/commercial/ institutional building/ Infrastructure Management	01
2	MEP Engineer	05 to 07 years of working experience as Mechanical Electrical and Plumbing (MEP) Engineer.	01
3	Civil Engineer	03 to 05 years of working experience in residential/commercial/institutional building/Infrastructure Management.	02

- b. The Concessionaire shall submit a certificate of employment of the technical representative(s)

- c. Concessionaire shall place a team for O&M of ARHCs for the contract period with following key professionals with required experience.

<b>Sl. No.</b>	<b>Key Professionals</b>	<b>Min. Qualifications and Experience</b>	<b>Required man power</b>
1.	ARHC Manager	Over 07 years in leading/ supporting/ building/ Infrastructure Management.  Preference will be given to persons with experience of leading in monitoring and implementation of large infrastructure projects funded by the public/private agency.	01
2.	Account Officer	Over 03 years experience of working in accounting/ financial management. Preference will be given to those having experience in accounting package (like Tally, Quickbooks etc.).	01
3.	Electrician	10 <sup>th</sup> Pass with diploma in electro-technical services/ITI in electrical with at least 03 years of working experience.	01
4.	Plumbers	10 <sup>th</sup> pass with diploma or ITI in plumbing services. With at least 03 years of working experience.	01
5.	Security Staff	Based on requirement	06 (At least)

*Note: The technical manpower required stated above are indicative only, State/UT/ULB may like to revise as per the requirement of the project before issuance of RFP and above indicated manpower will be deployed by Concessionaire after start of Operation & Maintenance of ARHC project.*

## SECTION-III: TECHNICAL BID

### 1. TECHNICAL EVALUATION CRITERIA

The details submitted by the Agencies will be evaluated in the following manner:-

- 1.1 After opening of Technical bids, a test of responsiveness will be carried out. Only those bids, which are submitted with the required documents/details, as per stipulated time, will be considered responsive for further evaluation.
- 1.2 In the next stage, Agency's eligibility for the project will be determined on the basis of initial criteria prescribed in the RFP in respect of experience of similar work experience, eligibility, solvency and financial strength etc.
- 1.3 Agencies qualifying the initial criteria as mentioned above, will be further evaluated as per the criteria mentioned below by scoring method on the basis of details furnished by the Agencies (s)-

Sl. No.	Attributes	Maximum Marks	Evaluation Criteria
<b>1</b>	<b>Financial Strength</b>	<b>30 Marks</b>	
	a Average annual turnover	20 Marks	i. 60% marks for minimum eligibility criteria- 12 Marks ii. 100% marks for twice the minimum eligibility criteria- 20 Marks In between (i) & (ii) - on pro-rata basis
	b Solvency	10 Marks	i. 60% marks for minimum eligibility criteria- 06 Marks ii. 100% marks for twice the minimum eligibility criteria- 10 Marks In between (i) & (ii) - on pro-rata basis
<b>2.</b>	<b>Past Experience in similar work</b>	<b>20 Marks</b>	(i) 60% marks for minimum eligibility criteria- 12 Marks (ii) 100% marks for twice the minimum eligibility criteria or more - 20 Marks In between (i) & (ii) - on pro-rata basis
<b>3</b>	<b>Previous Experience</b>	<b>35 Marks</b>	
	a No of years of operation	15 Marks	i. Operation & Maintenance of one similar work for minimum 5 years- 7.5 marks ii. Operation & Maintenance of one similar work for minimum 5 years and other similar works for a total minimum of 10 or more years- 15 marks In between (i) & (ii) - on pro-rata basis
	b Performance of similar works [Time Over Run (TOR)]:	10 marks	

	Parameter	Calculation for points	Score				Maximum Marks
			1.00	2.00	3.00	>3.50	
	If TOR =		1.00	2.00	3.00	>3.50	10
	(i) Without levy of compensation		10	7.5	5	5	
	(ii) With levy of compensation		10	2.5	0	0	
	(iii) Levy of compensation not Decided		10	5	0	0	
	TOR = $AT/ST$ , where AT =Actual Time; ST= Stipulated Time. Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.						
c	Performance of works ( overall Quality): Maximum 10 Marks						
(i)	Outstanding						10 Marks
(ii)	Very Good						07 Marks
(iii)	Good						05 Marks
(iv)	Poor						0 Marks
<b>4</b>	<b>Assessment in terms of Work Plan and Methodology for Project Implementation, Operation and Maintenance consulting capabilities: Max 15 Marks</b>						
a	Work Plan and Methodology for project implementation						05 Marks
b	Technical and operating staffs, existing consultation partners						05 Marks
c	Capacity of Operation and Maintenance of projects						05 Marks
<b>Grand Total</b>							<b>100 Marks</b>

- 1.4 To become eligible for shortlisting and for opening the Financial Bid, the Bidder must secure at least **50% (Fifty percent)** marks in each category and **60% (Sixty percent)** marks in aggregate.

## 2. FINANCIAL EVALUATION CRITERIA

Bidder who shall quote the most competitive financial bid (in terms of highest positive premium in the form of revenue share to Vadodara Municipal Corporation, will be considered for award of work. In case of negative premium, bidder who quotes lowest requirement of Viability Gap Funding (VGF) from Vadodara Municipal Corporation and offers maximum revenue share to Vadodara Municipal Corporation will be considered for award of work. However, Bidder should not quote more than 20% of the total project cost as Viability gap Funding (VGF). In both situations, contract will be awarded to that Bidder who will offer Highest Net Revenue Share to the ULB.

### Notes:

- VGF amount will be released by ULB against the submission of Bank Guarantee (BG) by Concessionaire as per payment terms. Interest on BG amount will not be paid in this situation. The quoted rates shall remain agency and fixed during the period of the contract.
- Total quoted occupancy shall not be considered less than 80% of the total vacant houses of the ARHCs.
- Concessionaire has to return the VGF amount within a period of 3 years from the date of operation of ARHCs along with applicable interest rates.

**LETTER OF TRANSMITTAL**

From

To

Executive Engineer,  
Affordable Housing,  
Vadodara

**Name of Work:**

Sir,

Having examined details given in the RFP for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed Forms A to ..... and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the .....to approach the Bank issuing the solvency certificate to conagency the correctness thereof. I/ We also authorize ..... to approach individuals, Project Authority of State/UT Government, agencies and corporation to verify our competence, work experience, and general reputation.

I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works:

**Certificate**

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect.

**Enclosures:**

**Date of submission**

**Seal of Agency &  
Signature(s)  
of Agency(s)**

**FINANCIAL INFORMATION**

Name of the agency .....

- I. Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified and audited by the Chartered Accountants, as submitted by the applicant to the Income Tax Department (Copies to be attached). If latest is not available due to COVID-19 unaudited balance sheet may be considered duly signed by Chartered Accountant. In case, in special circumstances preceding 5 years financial statement may be considered.

**Rs. in Lakh**

Sl. No.	Particulars	Indicative Financial Years				
		2015-16	2016-17	2017-18	2018-19	2019-20
i)	Turnover of similar work as defined in para 6.2					
ii)	Profit/ Loss					

- II. Financial arrangements for carrying out the proposed work.

- III. Solvency Certificate from Bankers of Agency in the prescribed Form "B"

**SIGNATURE OF AGENCY(S)****Signature of Chartered Accountant with Seal**

**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that Ms./ Shri ..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs. ....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

**(Signature) For the Bank**

**NOTE:**

- i. Bankers' certificate should be on letter head of the Bank, addressed to Project Authority of State Government .....
- ii. In case of partnership agency, certificate should include names of all partners as recorded with the Bank.

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED IN LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID**

Name of the agency.....

<b>S. No.</b>	<b>Details</b>
1.	Name of work/project and location
2.	Type of project: housing complexes, guest house, hotel/ hostels/any other
3.	Size of project: no of rooms / houses/ dormitories/ guest rooms
4.	Owner or sponsoring organization
5.	Cost of work in Rs. in Lakh
6.	No of Occupants
7.	Date of commencement as per contract
8.	Period of Operation and maintenance
9.	Stipulated date of completion of repair/retrofitting/ repair/construction
10.	Actual date of completion of repair/retrofitting / construction
11.	*Litigation/arbitration cases pending/in progress with details
12.	Name and Address (Postal & E-mail)/telephone number of officer to whom reference may be made
13.	Whether the work was done on back to back basis

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

**SIGNATURE OF AGENCY(S)**

**WITH STAMP**

*\*indicate gross amount claimed and amount awarded by the Arbitrator*

**PERFORMANCE REPORT OF WORKS REFERRED IN FORM-C**

<b>S. No</b>	<b>Details</b>		
1.	Name of work/Project & Location		
2.	Client name and address		
3.	Agreement No.		
4.	Housing Complex/ Hostel/Guest House/any other		
5.	Size of project: No of Rooms / dormitories		
6.	Estimated Cost of repair/retrofit/ construction/ Development		
7.	Bid Cost		
8.	Date of Start of repair/ retrofitting/Construction / development		
9.	Date of completion of repair/retrofit/Construction / development		
	i)	Stipulated Date of Completion (as mentioned in work order)	
	ii)	Actual Date of Completion	
10.	i)	Whether case of levy of compensation for delay has been decided or not	Yes/ No.
	ii)	If decided, amount of compensation levied for delayed completion, if any.	
11.	Period of Maintenance & operation		
12.	Details scope of work undertaken with regard to its operation and Management		
13.	Performance Report		
	1) Overall Quality of Work		Outstanding/Very Good/Good/Poor
	2) Financial Soundness		Outstanding/Very Good/ Good/Poor
	3) Technical Proficiency		Outstanding/Very Good/ Good/Poor
	4) Resourcefulness		Outstanding/Very Good/ Good/Poor
	5) General Behavior		Outstanding/Very Good/ Good/ Poor
<b>Dated:</b>			<b>Competent Authority</b>

**Note:** This certificate should be issued by the owner of the project. However, the quality and performance shall be established by the committee constituted by Project Authority of State/UT Government by conducting site visits to the selected project sites as felt necessary.

**STRUCTURE & ORGANIZATION**

<b>S. No</b>	<b>Details</b>	
1.	Name & Address of the Agency	
2.	Telephone No. / Email id /Telex No./Fax No.	
3.	Legal status of the Agency (attach copies of original document defining the legal status).	
	a) A Business Entity	
	b) A Proprietary Agency	
	c) A Agency in Partnership	
	d) A Limited Company or Corporation	
	e) Organization	
	f) Industrial Body	
	g) Associations	
	h) Institution	
	i) Central Govt. Organization	
	j) State Parastatals	
4.	Particulars of registration with various Government bodies (attach attested photo-copy).	
	<b>ORGANIZATION/PLACE OF REGISTRATION</b>	<b>REGISTRATION No.</b>
	1.	
	2.	
	3.	
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Has the Agency or any constituent partner in case of partnership agency, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
8.	Details of supporting Staff to be employed	
9.	Has the Agency or any constituent partner in case of partnership agency/limited company/ joint venture, ever been convicted by the court of law? If so, give details.	
10.	In which field of Civil Engineering Construction, the Agency has specialization and interest?	
11.	Any other information considered necessary but not included above.	

**In case of Consortium**

- a) The information above (1-6) should be provided for all the members of the consortium
- b) Information regarding role of each member should be provided as per table below:

<b>Sl. No.</b>	<b>Name of Member</b>	<b>Role (specify whether lead Member or other Member)</b>

The following information shall also be provided for all Member of Consortium

<b>S. No</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1	Has the Applicant/ Constituent of the Consortium been barred by [Central /State/UT] Government , or any entity controlled by it, from participating in any project ( BOT or otherwise)		
2	If the answer to 1 is yes , does the bar exist as on date of application		
3	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% (five per cent) 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?		

A statement by the Applicant and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past are given below (Attach extra sheets, if necessary):

**Signature of Agency(s) with stamp**

**EMD RECEIPT FORMAT**

**Receipt of deposition of original Bank Guarantee as EMD**

Receipt No.....\*..... /date.....\*.....

**Name of Work:**

1. **RFP No:**

2. **Amount of Earnest Money Deposit:**

i) In the form of Bank Guarantee      Rs.....issued by..... Date....(as per Form- G)

3. **Last date of submission of bid:**

1. **Name of Agency:** .....#

2. **Total EMD Deposited:** ..... #

3. **Amount of EMD:** ..... #

i) In the form of Bank Guarantee      Rs.....issued by.....Date....(as per Form- G)

4. **Date of submission of EMD:**.....#

Signature, Name and Designation of EMD receiving

officer (Along with Office stamp)

**FORM OF EARNEST MONEY DEPOSIT (BANK GUARANTEE BOND)**

WHEREAS, Agency..... (Name of Agency) (Herein after called "the Agency") has submitted his bid dated..... (Date) for the construction of.....  
..... (Name of work) (Herein after called "the bid")

KNOW ALL PEOPLE by these presents that we..... (Name of bank) having our registered office at..... (Herein after called "the Bank") are bound unto .....**(name of office)** in the sum of Rs. ....  
(Rs. in words .....) for which payment well and truly to be made to the said ..... **(Name of beneficiary)**, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... Day of.....  
2.... THE CONDITIONS of this obligation are:

- (1) If after bid opening ..... of bid; the Agency withdraws, his bid during the period of validity of bid (including extended validity of bid) specified in the Form of Bid;
- (2) If the Agency having been notified of the acceptance of his bid by the .....
  - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidder, if required;OR
  - (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of bid document and Instructions to Agency,

We undertake to pay to the either up to the above amount or part thereof upon receipt of his first written demand, without the ..... having to substantiates his demand, provided that in his demand ..... will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \* after the deadline for submission of bid as such deadline is stated in the Instructions to Agency or as it may be extended by the ....., notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

**DATE .....**

**SIGNATURE OF THE BANK**

**WITNESS .....**

**SEAL**

**(SIGNATURE, NAME AND ADDRESS)**

\*Date to be worked out on the basis of validity period of 6 months from the last date of uploading the bid.

**AFFIDAVIT**

**(To be submitted by bidder on non-judicial stamp paper of Rs.300/(Rupees Hundred only) duly attested by Notary Public)**

Affidavit of Mr. ....S/o..... R/o.....

I, the deponent above named do hereby solemnly aagency and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s .....Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates submitted by M/s.....along with the tender for ..... (*Name of work*)..... To Project Authority are genuine and true and nothing has been concealed.
3. I shall have no objection in case Project authority verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case Project Authority demands so for verification.
4. I hereby conagency that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, Project Authority at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case Project Authority verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before Project Authority receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, Project Authority shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby conagency that our agency /company is not blacklisted/ barred /banned from tendering by Project Authority/ Central Govt./ State Govt./ UT/ ULB/ PSUs. If this information is found incorrect, Project Authority at its discretion may disqualify / reject / terminate the bid/contract.
8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I.....the Proprietor / Authorized signatory of M/s..... do hereby conagency that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

DEPONENT

Verified at .....this.....day of.....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**FORM 'T'**

<b>GST Registration Details of Agency</b>		
<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name	
2	Address (As per registration with GST)	
3	City	
4	Postal Code	
5	Region/State (Complete State Name)	
6	Permanent Account Number	
7	GSTIN ID/Provisional ID No.: (copy of Acknowledgement required)	
8	Type of Business (As per registration with GST)	
9	Service Accounting Code/HSN Code:	
10	Contact Person	
11	Phone Number and Mobile Number	
12	Email ID	
13	Compliance Rating (if updated by GSTN)	

## Vadodara Municipal Corporation, Gujarat State

### Contract for Works

**Name of Work:** Selection of Concessionaire for Repair/Retrofit, Develop, Operate, Transfer (RDOT) by converting existing Government funded vacant houses into Affordable Rental Housing Complexes (ARHCs) for a period of 25 years

- a) To be uploaded up to last date of online submission on **website:www.nprocure.com**
- b) To be opened in the presence of agencies who may be present in the office of the **Executive Engineer, Affordable Housing (PMAY)**, Vadodara Municipal Corporation, Kanya Shala No.3, Pratap Road, Raopura, Vadodara -390001, Gujarat

I/We have read and examined the notice inviting bid, including all documents and amendments up to the last date of submission of bids, clauses of contract, special conditions, bill of quantities & other documents and rules referred to in the conditions of contract and all other contents in the bid document for the work.

I/We hereby bid for the execution of the work specified for Project Authority of State/ UT Government within the time specified in, schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions and conditions of contract given in this document.

We agree to keep the bid open for one hundred eighty **(180) days** from the date of opening of technical bid and not to make any modification in its terms and conditions.

A copy of receipt of deposition of earnest money **Rs 30,000** in receipt Treasury Challan/Deposit at call Receipt of scheduled bank/Fixed Deposit receipt of scheduled bank/Demand Draft or pay order or Banker's cheque of scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded. If I/We, fail furnish to the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, the said performance guarantee shall be a guarantee to execute all the works referred to in the bid documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in RFP.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-bidding process of the work.

I/we undertake and conagency that eligible similar work(s) has/have not been got executed through another agency on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in Project Authority of State Government in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Competent

Authority shall be free to forfeit the entire amount of Earnest Money Deposited/  
Performance Guarantee.

I/ We hereby declare that I/ We shall treat the bid documents drawings and other  
records connected with the work as secret/ confidential documents and shall not  
communicate information/ derived there from to any person other than a person to  
whom I/ We am/ are authorized to communicate the same or use the information  
in any manner prejudicial to the safety of the State/UT.

**Dated: ..... \*\*.....**

**Signature of Agency\*\***

**Witness: \*\***

**Address: \*\***

**Postal Address \*\***

**Occupation: \*\***

***[\*\* to be filled by Agency]***

**SECTION - 04: FINANCIAL BID (Standard Forms)**

**FORM FIN-1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

To:

Deputy Municipal Corporation (Record Branch)  
Vadodara Municipal Corporation, Khanderao Market Building  
Rajmahal Road, Vadodara - 390001

Dear Sir:

We, the undersigned, offer to provide the services for Repair/Retrofit, Develop, Operate & Transfer (RDOT) by converting existing Government funded vacant houses into Affordable Rental Housing Complexes (ARHCs) for a period of 25 years in Harni TP 1 FP 88; Chhani TP 13 FP 209 and Sayajipura FP 127 – 560 DUs, Vadodara for State of Gujarat in accordance with your Request for Proposal dated January 2021 and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1]. This amount is inclusive of the applicable taxes. We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal. If the project is awarded to us, we agree to make the following payments to State/UT Govt. of Gujarat as per the terms given in the Request for Proposal (RFP) Document & Concession Agreement.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in clause 7 of the Section -1 Data Sheet.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of  
Signatory:  
Name of Agency:  
Address:

**FORM FIN-2**

**NAME OF WORK: Request for Proposal** For selection of concessionaire for Repair/Retrofit, Develop, Operate & Transfer (RDOT) by converting existing Government funded vacant houses into Affordable Rental Housing Complexes (ARHCs) for a period of 25 years

RFP No: .....

Name of Agency:.....

<b>Financial Bid</b>											
<b>A. Construction Phase</b>											
Sl.No.	Indicators	No. of unit	Occupancy ratio per year	Per unit Cost of Retrofitting	Total Investment in (Rs. in crore)	Amount Required as VGF	Rent per month	Cost of O&M per month	Total Rental Income after 25 years (Rs. in crore)	Net Income	Revenue Sharing with ULB
1	2	3	4	5	6	7	8	9	10	11	12
1	Cost of Repair Develop and operate the ARHCs	748					3500				
<b>B. Operation &amp; Maintenance (O&amp;M) for 25 years</b>											
Year 1	O& M										
Year 2	O& M										
Year 3	O& M										
Year 4	O& M										
Year 5	O& M										



<b>Year 23</b>	<b>O&amp; M</b>	<b>0</b>																		
<b>Year 24</b>	<b>O&amp; M</b>	<b>0</b>																		
<b>Year 25</b>	<b>O&amp; M</b>	<b>0</b>																		
<b>Total</b>																				

Notes:

- a) Model Format in Excel is available at ARHC website i.e [www.arhc.mohua.gov.in](http://www.arhc.mohua.gov.in).
- b) Figure mentioned in above table is illustrative. Figures will be filled in by the respective ULB such as Rent (CI No-8, No of Unit (CI NO-3) and remaining columns shall be filled by the Bidders.

We are submitting this bid after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the financial proposal.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

**ACCEPTANCE OF BID**

The above bid (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of Project Authority of State Government for a sum of Rs..... (Rupee.....)

The letters referred to below shall form part of this contract agreement: -

- (a)
- (b)
- (c)

For & on behalf of Project Authority of State Government

Signature .....

Designation .....

Dated: .....

## MEMORANDUM

<b>Sr No.</b>	<b>Description</b>	<b>Values/Description to be Applicable Relevant Clause(s)</b>
1	Name of Work	Repair/Retrofit, Operate & Transfer (RDOT) by converting existing Government funded vacant houses into Affordable Rental Housing Complexes for a period of 25 years.
2	Client/owner	Vadodara Municipal Corporation
3	Type of Bid	EPC
4	Earnest Money Deposit	Rs. 30,000 Lakh (Rupees Thirty Thousand only)
5	Estimated Cost	Rs. 15,00,000 (Rupees Fifteen lakhs only)
6	Time allowed for Completion of Work	-
7	Performance Guarantee	Will be intimated later on through E-mail after opening of Technical Bid
8	Security Deposit/Retention Money	5.00% (five percent only) of the contract amount
9	Time allowed for starting the work	The date of start of contract shall be 15 days from the date of handing over the site and approvals
10	Defect liability period	-
11	Technical representatives required to be engaged at site	As per Appendix-IV

**PERFORMA FOR JOINT VENTURE AGREEMENT (JVA)**

**JOINT VENTURE AGREEMENT (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

JOINT VENTURE AGREEMENT BETWEEN M/S ..... AND M/S ..... FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT FOR ..... (INSERT NAME OF CONTRACT, BRIEF DESCRIPTION OF WORKS AND NAME OF CLIENT)

This Joint Venture Agreement executed on this ..... day of ..... two thousand and ..... between M/s..... ..... a Company incorporated under the law of ..... And having its Registered Office at ..... (Member-1 having more than 51% of share interest in the JV, Herein after called the “Lead member” Which expression shall include its successors, administrators, executors and permitted assigns) and M/s ..... a Company incorporated under the law of ..... and having its Registered Office at..... (hereinafter called the “Member-2” which expression shall include its successor, administrators Executors and permitted assigns) for the purpose of submitting a bid and entering into a Contract (in case of award) against Bid document No..... invited by PROJECT AUTHORITY AND WHEREAS.

The Bidding Documents stipulates that the Agency for participation in the Selection Process may be a single entity or a Joint Venture (JV) of two entities. AND WHERAS the bid is being submitted to the Project Authority on behalf of the JV in accordance with the requirements of the Joint Venture criteria as stipulated in the Bid documents. NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That All the responsibilities and obligations of each of the Members delineated in this agreement are expressly understood and agreed between the Members. The share of Lead Member shall be .....% and share of other Member shall be .....% in the JV.
2. That in consideration of the Award of Contract by Project Authority to the Member-1 on behalf of JV, we the members to the JVA do hereby agree that Member-1 shall act as lead member of the JV. The lead member is authorized to deal with the bid, make all correspondence with Project Authority and further to sign the agreement, enter into contract and similar such actions in respect of the bided work.
3. The lead member which shall represent the JV in all the dealings with Project Authority shall be solely and severally responsible for performance of the entire contract for and on behalf of any or both the members of the JV.
4. JVA shall be valid during the entire currency of the contract including the period of extension, if any. Both the members of the JV shall remain associated with the project till completion of the project. There shall be significant technical contribution of both the members for the project. However, after completion of the project, lead member shall be solely responsible for all responsibilities and liabilities of JV.

5. Once the bid is submitted, the JVA shall not be modified/alterd/terminated during the validity of the bid. In case any member of the JV fails to observe /comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited. Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract. Failure to observe this stipulation shall be deemed to be the breach of contract with all contractual consequences.

6. No member of the JV shall have the right to assign or transfer the interest right or liability in respect of contract without the written consent of the other member and that of Project Authority.

7. In case of any breach of this Contract committed by any of the Members of the JVA, both the Members do hereby undertake, declare and Conagency that both the members shall be solely and severally responsible for Performance of the works in accordance with the terms and conditions of the NIT, for the work of \_\_\_\_\_  
\_\_\_\_\_ Bid Document and/or Contract and undertake to carry out all the obligations and responsibilities under this JVA.

8. If the owner sustains any loss or damage on account of any breach of the contract, the lead member of JV undertake to pay such loss/damages, caused to the Project Authority on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of the Project Authority against the JV/lead member under the contract and/or guarantees.

9. We agree that this Agreement shall be without any prejudice to the various liabilities of the JV Members including the performance security as well as other obligations of Joint Venture members in terms of the contract.

10. The JV members will be fully governed by the terms and conditions of the contract and shall be responsible for the quality of all the works and timely execution thereof to meet the completion schedule under the contract.

11. This Agreement shall be construed and interpreted in accordance with the Laws of India and the respective courts of India shall have exclusive jurisdiction to adjudicate upon the disputes between the parties.

12. We, the JV members agree that this Agreement shall be irrevocable and shall form an integral part of the Contract. We further agree that this agreement shall continue to be enforceable till the successful completion of contract and till the Project Authority discharges it.

13. On award of contract, a single Performance Bank Guarantee shall be submitted by the lead member on behalf of JV as per bid conditions.

14. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, a company, a partnership, etc. It shall relate solely towards Project

Authority/the Project Authority for submission of Bid/Bid and related execution of works to be performed pursuant to the contract and shall not extend to any other activities.

15. That this Agreement shall be operative from the effective date of the contract.

IN WITNESS WHEREOF, the JV members through their authorized Representatives have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

For M/s ..... (JV - Lead Member)  
Witness: 1.....

For M/s ..... (JV - Member-2)  
Witness: 1 .....

**ESTABLISHING SITE LABORATORY AND TESTING OF MATERIALS**

Equipments for conducting necessary tests shall be provided and installed at site in the well-furnished site laboratory by the agency at its own cost to establish that the work is being done as per contract specifications and standards.

**A SUGGESTIVE LIST OF PLANT AND EQUIPMENT AT SITE**  
**to be provided by the Agency**

The plant and equipment as required for repair/ retrofit/ construction to be provided by Agency here.

## **SECTION 05**

### **DESIGN & DRAWINGS AND CONDITIONS & SPECIFICATIONS OF CIVIL AND E&M WORKS**

#### **1. General Conditions for Civil Works**

- 1.1 The work in general shall be carried out in accordance with the CPWD Specifications Agency(s) shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of the work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings. On completion of work, the Agency(s) shall submit four prints of “as built” drawings to the Competent Authority.
- 1.2 The Agency(s) should engage approved, licensed plumbers for the work and get the materials (fixtures/fittings) tested, by the ULB wherever required. The Agency (s) shall submit for the approval of the Competent Authority, the name of the plumbing Agency proposed to be engaged by him.
- 1.3 The Agency shall give performance test of the entire installation(s) as per the specifications in the presence of the Competent Authority or his authorized representative before the work is finally accepted.
- 1.4 The work shall be carried out in accordance with the Architectural drawings and structural drawings approved by the Competent Authority.
- 1.5 Before commencement of any item of work the Concessionaire shall correlate all the relevant architectural and structural drawings, and specifications etc. and satisfy him that the information available is complete and unambiguous. The Concessionaire alone shall be responsible for any loss or damage occurring by the commencement of work he works of services will be executed simultaneously.
- 1.6 If the work is carried out in more than one shift or during night, the Agency must take permission from the police authorities etc. The Agency shall be responsible for the watch and ward/guard of the buildings safety, fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. Sample of building materials, fittings and other articles required for execution of work shall be got approved from the Competent Authority before use in the work. The quality of samples brought by the agency shall be judged by standards laid down in the relevant CPWD/BIS specifications. All materials and articles brought by the agency to the site for use shall conform to the samples approved by the Competent Authority which shall be preserved till the completion of the work.
- 1.7 BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Competent Authority besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the agency shall, if required, by the Competent Authority, furnish manufacturer’s test certificate or test certificate from approved testing laboratory to establish that the material/procured by the agency for incorporation in the work satisfies the provisions of

- specifications/BIS codes relevant to the material and/or the work done.
- 1.8 The Concessionaire shall procure the required materials in advance so that there is sufficient time to testing of the materials and clearance of the same before use in the work. The Concessionaire shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight/ dimensions as may be necessary for execution of work.
- 1.9 Regarding testing of civil & electrical materials, the testing of materials shall be conducted in Govt. Laboratory/Govt. colleges/IITs/NITs or from the laboratory approved by Competent Authority, as required. The charges of testing of materials in approved laboratory shall be borne by the agency.
- 1.10 Agency shall submit minimum "Quality Assurance" plan within 45 days after award of work which shall be consisting of:
- 1.10.1 Lot size, number of required tests and frequency of testing. While deciding these criteria CPWD specifications & provisions of BIS Code and standard practices may be referred. Volume of work, practical difficulties and site conditions etc. may also be kept in view. The lot size, number of tests and frequencies of testing can be altered or modified by the Competent Authority from the prescribed limits.
  - 1.10.2 Should clearly indicate the machinery and other Tool & plants required to be deployed at site by the Receipt of Material, testing of the same & maintenance of Register of Tests.
  - 1.10.3 All the registers of tests carried out at construction site or in outside laboratories shall be maintained by the Concessionaire, which may be inspected by Competent Authority or his/her designee at any point of time.
  - 1.10.4 All the test in field lab setup at construction site shall be carried out by the Quality control team to be engaged by the agency which can be witnessed by Competent Authority or his/her design. All the entries in the registers will be made by the designated Engineering Staff of the agency.
  - 1.10.5 Agency shall be responsible for safe custody of all the test registers.

### **1.15 Method Statement**

- 1.15.1 The Agency shall submit a 'Methods statement' for each important activity for the approval of the Competent Authority soon after the award of work to him. The 'Methods statement' is a statement by which the construction procedures for any activity of construction are formulated and stated in chronological order. The 'Methods statement', should have a description of the item with elaborate procedures in steps to implement the same, the specifications of the materials involved, their testing and acceptance criteria, equipment to be used, Precautions to be taken, steps of measurement, etc. Further ULB has the right to modify or change the 'Method statement' as per their own requirement and need of the Project at any stage of project.

### **1.16 Conditions for environment protection**

- 1.16.1 The Agency shall not store/dump construction material or debris on the

metal road.

- 1.16.2 The Agency shall get prior approval from Competent Authority for the area where the construction material or debris can be stored beyond the metal road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the agency that no accidents occur because such permissible storage.
- 1.1.3 The Agency shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like material like cement, sand and other allied material are fully covered. The agency shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
- 1.1.4 The Agency shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- 1.1.5 The Agency shall comply all the preventive and protective environmental steps as stated in the MoEF&CC guidelines 2010 and/ or any other guidelines issued later on.
- 1.1.6 The Agency shall carry out on- road-inspection for black smoke generating machinery. The agency shall use cleaner fuel.
- 1.1.7 The Agency shall ensure that all DG set comply emission norms notified by MoEF&CC.
- 1.1.8 The Agency shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20Kmph. Speed bumps shall be used to ensure speed reduction. In case where reduction speeds cannot effectively reduce fugitive dust, the agency shall divert traffic to nearby paved areas.
- 1.1.9 The Agency shall ensure that the construction material is covered by tarpaulin. The Agency shall take all other precaution to ensure that no dust particles are permitted to pollute air quality because of such storage.
- 1.1.10 The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects.
- 1.1.11 It is mandatory to use of wet jet in grinding and stone cutting.
- 1.1.12 The Agency shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and / or other similar material to ensure that no construction material dust fly outside the plot area.
- 1.1.13 Any violation of orders of MoEF&CC including guidelines of State Government, SPCB or any officer of any department shall lead to stoppage of work for which Agency shall be responsible and no hindrance shall be accounted in this regard.

## **2. Specifications for Civil Works**

- 2.1** The broad specifications for Repair/Retrofitting of Dwelling Unit including

infrastructure of JnNURM & RAY projects are as per RFP and need to be followed wherever applicable. As regards material cement, steel reinforcement, design mix concrete from batching plant, RMC, water proofing, etc. and any other required material shall be as per CPWD specifications.

### 3. Approved Makes

The following specification/brands names of materials to be used as listed below wherever required or equivalent or as per the requirement of State/ULB. However, wherever possible only approved Makes to be used. The efforts should be made by the agency to use indigenous products. The Agency should also consider the availability of spares parts/components for maintenance purposes while proposing any brand/ manufacturer. The materials of any other brand/manufacturer may be proposed for use by the agency in case the brands specified below are not available in the market and/or agency intends to use some other brand better than the brands mentioned in this list. The alternate brand can be used only after the approval of Competent Authority.

**Note:** The list given below is suggestive makes of materials and components that can be used in RDOT model. However, State/UT Government may finalize their own list based on availability and requirement.

Sl. No.	Materials	Approved make
For Civil Works		
1.	PPC / OPC Cement	ACC / ULTRATECH / AMBUJA / JK BIRLA
2.	White Cement	J.K. WHITE / BIRLA WHITE / TRAVANCORE
3.	Reinforcement Steel	TATA / SAIL / JINDAL STEEL / RINL
4.	Structural steel sections	SAIL / TATA STEEL Ltd. / RINL AND JINDAL STEEL & POWER Ltd
5.	AAC block	BUILTECH / MAGICRETE BUILDING SOLUTION / AEROCON/INDO BHUTAN CONSTRUCTION SOLUTION
6.	AAC Block Adhesive	ULTRATECH / FERROUSCRETE / BAL ENDURA
7.	Polymer Modified Cementitious Grout	BAL ENDURA / WEBBER / MYK LATICRETE
8.	Epoxy mortar	FOSROC / SIKA / CICO / LATICRETE
9.	Flush doors	GREEN / DURO / MERINO / MAYUR / ARCHID / KUTTY
10.	UPVC windows/ doors / ventilators	ENCRAFT / ALUPLAST / REHAU / DUROPLAST
11.	Wooden / metal / glaze- fire rated door shutters	NAVAIR / SUKRI / PROMAT / KUTTY / BHAWANI / PACIFIC
12.	Hinges & brassware	SHALIMAR/ INDO-BRASS / AMARBHOY DOSSAJI / EARL BIHARI / MAGNUM/KICH
13.	All types of glass	AIS / MODIGUARD / PILKINGTON / GLAVERBEL / SAINT GOBBIN
14.	Fire-rated glass (two hour fire rating) transparent clear glass	GLAVERBEL / SAINT GOBBIN / PYROGUARD / SHOTT

15.	All hardware and fittings for all types of glazing / doors / windows etc.	DORMA / HAFELE / GEZEI / KICH / GODREJ / ASSA-ABLOY
16.	Adhesives	ANCHOR / DUNLOP / PIDILITE-FEVICOL
17.	Stainless steel door handles / locks and fittings	DORMA / HAFELE / GEZE / GODREJ / KICH / IPSA / ASSA-ABLOY
18.	SS mesh	GKD / WMW
19.	Commercial ply / board	DURO / CENTURY / ARCHID / DURIAN
20.	Hardware accessories for fire doors / panic bar / panic trim / door closer / hinges / mortise lock	INDERSOLL ROND / DORMA/ GEZE / HAFELE / ASSA-ABLOY / KICH
21.	Vitreous China Ware	HINDWARE / PARRYWARE / CERA / JOHNSON / KEROVIT
22.	RCC pipes	PRAGATI / LAKSHMI / SOOD & SOOD / JAIN & CO
23.	UPVC / CPVC pipes & fittings	SUPREME / PRINCE / ASTRAL / FINOLEX / SURYA ROSHNI / ASHIRWAD
24.	Stainless steel sinks	NEELKANTH / NIRALI / CERA
25.	Spun cast iron pipes & fittings (is:3989)	JAISWAL NECO/ RIF / SKF / BIC
26.	Stoneware pipes and gully traps	PERFECT / BURN / ANAND / PARRY
27.	Gunmetal valves (full way valve) class-i	ZOLOTO / CASTLE/ KARTAR
28.	CI double flanged sluice valve	KIRLOSKAR / IVC / SONDHI / KEJRIWAL
29.	CI manhole frame & covers and CI grating	NECO / RIF / SKF / BIC
30.	sanitary CP fittings & accessories	ORIENTAL SERIES OF MARC OR EQUIVALENT SERIES OF JAQUAR / PARRYWARE / GROHE / KOHLER
31.	Floor traps	JAYNA / CHILLY / NIRALI
32.	PVC water tank	SINTEX / POLYCON / SPL.
33.	Ceramic tiles / Vitrified Tiles	H & R JOHNSON / SOMANY / KAJARIA / ASIAN (AGL)
34.	Synthetic enamel paint / primer / distemper / exterior decorative paint	1st QUALITY PRODUCTS OF: ASIAN / BERGER / ICI (DULUX) / NEROLAC
35.	Wall putty / course putty	1st QUALITY PRODUCTS OF: BIRLA WHITE / J.K WHITE / FERROUS CRETE / BERGER
36.	Tile adhesive / epoxy grouts	FERROUS CRETE / BALL ENDURA / PIDILITE / LATI CRETE
37.	Pavers / grass pavers / kerb stone	UNISTONE / ULTRA / HINDUSTAN / K.K.

38.	Building Signage	HINDUSTAN SIGNAGE PVT.LTD / PR GRAPHICS / MOTIVATTE SOLUTION / GALAXY SIGNAGE, SIGNSUTRA
<b>For Electrical Works</b>		
1	FRLS PVC insulated copper wire / Power cable / XLPE Cable / Telephone cable	L&T / HAVEL'S / POLYCAB / FINOLEX / SKY TONE.
2	Co-axial TV cable	L&T / HAVEL'S / POLYCAB / FINOLEX / SKY TONE.
3	Steel Conduit	RM CON / AKG / BEC ISI MARKED.
4	PVC Conduit	AKG / POLYCAB / PRINCE ISI MARKED.
5	L. T. Panel / <u>Meter Board</u>	ADLECMUNDKA / ASSOCIATED SWITCHGEARS AND PROJECT LTD. / SUDHIR GENSET LTD. / CONTROL AND SWITCHGEARS PVT. LTD / KEPL /TRICOLITE
6	MCB/MCB DB, prewired MCB DB and sheet steel Metal enclosed industrial socket, plug top and Isolators	LEGRAND / SIEMENS / L&T / ABB / SCHNEIDER
7	Modular type switch/ Socket, Telephone socket, cable TV Antenna socket, Electronic fan regulator and GI Boxes	LEGRAND (MYLINC / HAVEL'S (PICCADILLY) / HONEYWELL (MIDAS) /NORTH WEST (NOVA)
8	LED fitting	PHILIPS / CROMPTON / WIPRO / GE / ZUMPOBEL / TRILUX
9	Ceiling Fan / Exhaust fan	CROMPTON GREAVES / ALMONARD / HAVELLS / USHA.
10	Octagonal steel pole	BAJAJ/ TWINKLE / VALMART
11	Air Circuit Breaker / MCCB.	L&T-U POWER / SIEMENS-3WL / ABB-EMAX / SCHNEIDER-MASTERPACT-NW
12	Fire Extinguishers	SAFEX/ MINIMEX / SUPEREX / CEASFIRE
13	Diesel operated Power Generating Engine	CUMMINS INDIA / CATERPILLAR / PERKINS / KOEL GREEN
14	Alternator	STAMFORD / LEROY SOMER / CATERPILLAR / KOEL GREEN
15	LIFTS	1. M/S OTIS 2. M/S KONE 3. M/S MITSUBISHI 4. M/S SCHINDLER 5. M/S JOHNSON LIFTS PVT. LTD. CHEN-NAI
16	Copper Conductor Control Cable	BONTON / LAPP CABLE / HAVELLS / RR KABEL / L&T / RAJNIGANDHA
17	Communication Cable / Signal Cable	LAPP CABLE / FUSION POLYMER / BELDON

18	Fire / Sprinkler Main Pump / Jockey Pump	MATHER & PLATT INDIA LIMITED / GRUNDFOS / KIRLOSKAR / KSB
19	Diesel Engine	CUMMINS / KIRLOSKAR / CATEPILLAR
20	Motor	ABB/ SIEMENS/ KIRLOSKAR / CROMPTON GREAVES
21	Anti Vibration Mounting	KANWAL INDUSTRIAL CORPORATION/ RESISTOFLEX / EWREN
22	Starter	L&T/ SIEMENS / CROMPTON/ GE / ABB / BCH
23	Addressable Multi criteria Smoke Detectors With base / Addressable Duct Type Smoke Detectors With base/ Fault Isolator with base/ Addressable Heat Detectors with base/ Addressable Manual Call points / Addressable Control Module / Addressable Monitor Module / Sounder/ Hooter cum Strobe/ Fire Alarm Control Panel/ PA System Panel/ Telephone Jack / Hand Set/ Software/ Speaker	NOTIFIER / SIEMENS / BOSCH / EDWARD.
24	Fireman Axe/ Installation Control Valve	SAFEX/ PADMINI / GETECH
25	2-way/4-way FBC	SAFEX/ NEWAGE (MUMBAI) / GETECH
26	Window Sprinkler	TYCO / HD
27	Deluge Valve	SAFEX/ TYCO / HD
28	Air release valve	SUPEREX/ GETECH / NEWAGE / SAFEX

### 3.1 ROADS

**a. Internal Roads:** The internal roads feeding the houses will be of 100 mm thick RCC of not less than M25 grade over a base course of PCC not less than M7.5 grade (100mm thick).

**b. Peripheral Roads and pathways.** “Providing and laying factory made chamfered edge Rubber Moulded concrete colored paver blocks of required strength, thickness & size/shape, made by table vibratory method, to attain superior smooth finish using PU or equivalent moulds, laid in required mix of colour & pattern over 50mm thick compacted bed of coarse sand, compacting and proper embedding / laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints

with fine sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand in footpath, parks, lawns, drive ways or light traffic parking etc. all complete as per manufacturer's specifications & direction of Competent Authority: 80 mm thick c.c. paver block of M-30 grade with approved colour design”.

The peripheral road, pathways and internal roads should be as per the CPWD specifications.

### **3.2 WATER SUPPLY**

50 mm Dia 6 Kg/cm<sup>2</sup> UPVC including all required fitting etc. as required including connection with existing line.

### **3.3 SEWERAGE SYSTEM**

150 mm Dia. PVC pipe as per IS: 14333 and IS: 10910 with required size of Manholes etc. to be provided.

### **3.4 RAIN WATER HARVESTING TANK**

Rain Water Harvesting will be constructed as per the CPWD specifications.

### **3.5 EXTERNAL ELECTRIFICATION WORK**

**Electric Panel:** As necessary for the layout Feeder Pillar Floor mounting totally enclosed compartmentalized cubical, dust vermin proof and outdoor type with required earthing plate and bus bar complete including connections etc.

- Providing and Laying require Electrical cable for providing electrical supply to units, as approved.
- Providing and fixing street solar Lights as required including fixture and ESL, as per CPWD specifications.
- Making required connections to Building and flats.
- Providing and fixing solar light connection in stair case and common area and wherever possible.
- P/Laying XLPE insulated / P.V.C. sheathed cable of 1.1 KV grade with armoured aluminum conductor of IS:7098-I/1554-1 approved make in ground as per IS:1255 including excavation of 30cmx75cm size trench, 25 cm thick under layer of sand, 2<sup>nd</sup> class bricks covering, refilling earth, compaction of earth, making necessary connection, testing etc. as required of size.
  - a. 35.0 Sq.mm 3.5 core
  - b. 6.0 Sq.mm 2 core
  - c. 4.0 Sq.mm 2 Core

### **3.6 BOUNDARY WALL with gates**

The selected agency may like to use prefabricated technology for construction of boundary walls. Its height shall be minimum 2.1 m high and 0.6 m fencing with

proper water proofing and drainage.

**Or,**

Brick / Block Masonry with R.C.C intermittent columns having grill of approved pattern and coping of CC 1:2:4 (1 cement: 2 Coarse sand: 4 graded stone aggregate) on top of wall with pointing as per approved drawing. Height of boundary wall shall be minimum 2.1 Mtr. height solid walls and 0.6 Mtr fencing above solid wall to make area secured.

#### **4. EXTERNAL DEVELOPMENT WORKS**

##### **A. SPECIFICATIONS FOR WATER SUPPLY:**

1. **Scope:** It includes excavation for pipes, laying of Ductile Iron pipes K-9 with necessary fittings, sluice valves, fire hydrants, air valves with necessary brick chambers, jointing of pipes and fittings, accessories, refilling of trenches and testing for leakage disinfection etc. complete to the satisfaction of Competent Authority as per approved scheme in the specified boundary / area.
2. The water line system shall be laid as per the scheme approved by local authority. The sluice valves, fire-hydrants and air valves shall be IS marked. Any modification in this scheme approved by the Competent Authority shall not violate terms of contract. The work shall be executed as per latest CPWD Specification with upto date correction slips and the relevant IS Codes shall be followed.
3. **Excavation:** The work includes excavation in all types of strata. For proper jointing of pipes and fittings the bottom of the trench and sides at the relevant places should be sufficient for doing proper lead caulking of joints. The top of the pipes would have at least cushion of 60 cm from the finished surface under road beams and 1.2 M under roads or as per direction of Competent Authority.
4. Ductile Iron pipes K-9 pipes duly approved by the Competent Authority shall be used in the work. All collar jointed/flanged/ socketed fittings shall be of heavy class.
5. **Laying:** The Ductile Iron pipes K-9 shall be laid as per alignment shown in the approved drawings. In case it is considered necessary by the Competent Authority to alter the alignment as per site situations, so as to accommodate laying of other services viz. storm water drain, sewerage, horticulture pipes, and electric cables, no extra claims for the same would be entertained. While laying the pipes, it may be ensured that these water supply pipes have a horizontal and vertical separation of 3 meters and 0.5meter respectively from the sewer pipes. The water line should in no case run below sewer line.
6. **Jointing:** Water supply pipes, fittings and specials shall be jointed together with pig lead or flanged joints where necessary as per direction of Competent Authority. The pig lead brought at site shall be got tested from laboratory and only after the results are found to be satisfactory the same would be allowed

to be used in the work and shall remain in joint custody. The day to day consumption of lead shall be maintained by the Junior Competent Authority and the same would be signed by the participating agency as well. The quantity of lead to be used in joints of pipes, fittings and specials would be as per CPWD Specifications / IS Codes.

7. **Chambers:** Suitable fly ash brick chambers for housing the fire hydrants and sluice valves shall be constructed in brick masonry with bricks of class designation 75 in CM 1:5. The brick chambers shall have leveling course of CC 1:5:10, the chamber shall be plastered with CM 1:3, 12mm thick with a floating coat of neat cement. The chambers shall have RCC slab on top with required opening for operation of valves as per MS Specifications, indicating plate showing the positions of fire hydrants, and sluice valves also be provided.
8. Cement Concrete 1:2:4, thrusts blocks shall be provided as per CPWD Specifications for the various fittings/accessories.
9. **Disinfection/Testing:** After the work has been completed the lines shall be flushed with water containing bleaching powder @ 0.5gms/ litre of water and cleaned with fresh water and the operation repeated 3 times till the sample of water is approved by Municipal Laboratory.

Pipes laid shall be tested at twice the maximum allowable pressure to check water tightness of the joints and to detect any hair cracks in the pipes. After satisfactory completion of the work, 5 sets of completion plans, showing the alignment of lines, location of air valves, sluice valves, fire hydrants along with.

10. The work may be inspected by officials of local municipal/statutory authority or any other agency designated by Project Authority during execution.
11. UGR of required capacity with boosting arrangement in pump house i/c necessary installation for supply of water in the houses as per approval accorded. The design of UGR along with its capacity and pump house details such as power, motor details and others shall be as per the CPWD specifications.
12. The work shall be executed as per approval accorded by local authority and the design and drawings by Competent Authority, shall be final and binding on the participating agency and will not be open to questions.

#### **B. SPECIFICATION FOR SEWERAGE:**

The work shall be executed as per approval accorded by local authority and the design and drawings by Competent Authority, shall be final and binding on the participating agency and will not be open to questions. This work shall include excavation in all stratas, laying stone ware, RCC, NP2/NP3, S&S pipes, construction of manholes, providing SFRC manhole covers, frames, heavy duty, foot rests with necessary brick work in cement mortar, plaster, bed concrete and concrete up to haunches and around the pipes wherever required.

### C. GENERAL:

#### 1. Circular Manholes:

- a) Manholes shall be provided:
  - (i) At starting point of each line,
  - (ii) At all change points,
- b) Gradient, size of the pipe, alignment)
  - (i) At all junction points of two or more lines. Manholes should be so spaced that each properly discharged in the direction of flow, and maximum centre to centre spacing of manholes will be as per prevailing Bye-laws.

#### 2. Sizes of manholes:

S. No.	For depth of manhole between	Bottom diameter of manhole
1.	0.914 m to 1.68 m (3'-0" to 5'-6")	0.914 m (3'-0")
2.	1.68 m to 2.28 m (5'-6" to 7'-6")	1.220 m (4'-0")
3.	Beyond 2.28m (3'-0" to 5'-6")	1.520 m (5'-0")

- c) For depth less than 0.914 m, rectangular manholes of size 90x80 cm shall be provided.
3. All manholes to be plastered both inside and outside with cement mortar 1:4 (1 cement: 4 coarse sand) with a floating coat of neat cement inside.
  4. When sewer is being laid under sub-soil water 15cm thick stone soiling shall be provided under concrete bedding and 23cm thick under manholes.
  5. Heavy duty SFRC manhole frames and covers 560mm internal dia. will be provided weighing 182 Kg. and to be tested as per IS: 1726 (Part-I) for heavy duty loads. The covers shall be embossed with its year of manufacture and work 'SEWER' and IS Mark.
  6. Drop Connection: Normally, no sewer line shall have a drop of more than 0.610 Mtr. in any case. Wherever, the drop is more, a drop connection arrangement shall be provided as per sketch in CPWD Specification 1996, with amendments till date.
  7. Pipes: Laying of sewerage lines shall include excavation in all types of soils, providing and laying of RCC, S&S pipes, NP2/NP3 as specified with rubber ring joints, testing and refilling etc., the completion of job to the satisfaction of Competent Authority and according to the specifications prescribed.
    - (i) The S&S, RCC, NP-2/NP-3 pipes as per requirement / approved scheme

IS marked will be used, with rubber ring and cement mortar joints.

- (ii) Pipes laid at a depth less than 0.910m under road berms and green belts, and more than 4.57m shall be encased with 1:4:8 (1 cement : 4 fine sand : 8 graded stone agg. 40mm nominal size) cement concrete 15cm thick on all sides including under the pipes.
  - (iii) Extra excavation of at least 0.23m width in each side will be done for proper jointing of pipes at the location of sockets.
  - (iv) No sewer line shall be laid within a distance of 3.25m from building line - in case of roads. In case of service lanes / roads the sewer line shall be laid at centre of the lanes.
  - (v) The minimum size of pipe to be used shall be as per approved scheme.
  - (vi) In case the pipe are laid under sub-soil water level, the encasement shall be done with 1:3:6 (1 cement: 3 coarse sand: 6 graded stone agg. 40mm nominal size) instead of CC 1:4:8.
  - (vii) In other cases 0.15m bed encasement with 1:4:8 (1 cement : 4 fine sand : 8 graded stone agg. 40mm nominal size) cement concrete upto haunches of pipes shall be provided, the stone ballast shall be of 40mm nominal size for bed concrete and 20mm nominal size for around encasement of pipe. Where cushion is less than 0.90m around encasement of pipe with same mix will be done.
  - (viii) Where the invert level of the manhole is 1.22m or more below the subsoil water level, 0.115m thick core of CC 1:2:4 (1 cement : 2 coarse sand : 4 graded stone ballast 20mm nominal size) shall be provided in the walls of the manhole upto 0.61m above sub-soil water level in order to prevent in-filtration of sub-soil water level, from the sides of the manhole shall be provided with 15cm thick 1:2:4 (1 cement : 2 coarse sand : 4 stone agg. 20mm nominal size) RCC slab, monolithically with the core of the wall of the manhole lean concrete of 1:5:10 (1 cement : 5 fine sand : 10 graded stone agg. 40mm nominal size) of 0.075m thick shall be provided under the slab.
8. The sewer line laid will be subject of following three tests:
- a) Smoke Test: To check the air tightness of joints.
  - b) Mirror Test: To check the straight alignment of pipes.
  - c) Disc Test: To see that lines are free of dead/set concrete/ mortar/ other blockages and lines laid are in straight line from manhole to manhole.
9. Any other tests, if required during course of execution will be decided by the Competent Authority and will be binding on the participating agency.

10. The participating agency will submit to Competent Authority adequate sets of completion plan of sewerage system laid showing position of manholes with its centre to centre distance dia. of lines, gradients, location of drop connections, connecting point with ground levels and invert levels at each point within 10 days of completion of the sewerage work. The service plan (in original) approved by the local body along with their forwarding letter be also submitted to the Competent Authority.
11. The following gradient shall be maintained while laying the pipes:
- | <u>S. No.</u> | <u>Dia. of Pipe</u> | <u>Slope</u> |
|---------------|---------------------|--------------|
| 1.            | 250mm               | 1 in 190     |
| 2.            | 300mm               | 1 in 245     |
| 3.            | 350mm               | 1 in 300     |
| 4.            | 400mm               | 1 in 360     |
| 5.            | 450mm               | 1 in 510     |
| 6.            | 500mm               | 1 in 590     |
12. Crossing over Nallahs shall be done by C.I. pipe with necessary support.
13. The conditions mentioned in the approved scheme of local authority shall be followed strictly.

#### **C. SPECIFICATIONS FOR STORM WATER DRAINAGE:**

Storm water drainage shall include excavating in all types of soils, providing and laying brick work with FPS bricks of CD-75 in CM 1:4 (1 cement : 4 coarse sand. Plastering of inside and top of both walls of drain shall be in CM 1:3 (1 cement : 3 fine sand) with floating coat of neat cement and outside plastering 6" in depth both side, CC 1:5:10 (with coarse sand) in bottom & CC 1:2:4 in channel of drain then covering of all drains with SFRC covers of design mix M-25.

Following specifications will be used for providing underground pipe drainage in the complex.

1. The work will be executed as per the design and layout approved by the local municipal authority.
2. FPS bricks of CD-75 shall be used.
3. Minimum width of the drains shall be 230mm or as per CPWD specifications.
4. SFRC covers of design mix M-25 shall be provided on all the drains.
5. Any other details, if required during course of execution will be decided by the Competent Authority and will be binding on the participating agency.

#### **D. SPECIFICATIONS FOR ROADS, PARKINGS & PATHWAYS:**

1. Construction of internal approach roads and parkings will be done as per layout plan and standard laid down by local municipal authority. The participating Agency will ensure that roads are developed to the full right of way. The required metalled width will be provided to the exact crust thickness as per norms. The participating agency will ensure that nowhere the right of way of roads reduces. The roads will be laid to camber longitudinal as well as cross-

section wise.

The job of construction of roads consists of preparation of sub-grade, consolidation of the same, filling and compacting the earth work in embankment under optimum moisture conditions to give at least 95% of the maximum dry density (proctor density), supplying locally available stone and screening of blue texture of the required laying of base and sub-base courses using binding and blinding material and necessary rolling as per specification, brick on edge and pre-mixing etc. The surface dressing of the berms of roads will be done in such a fashion so as to discharge the rain water of the open areas to the storm water pipe drainage. MORTH guidelines will be followed in case of any omissions.

2. Surface dressing of the berms with slope towards drainage system.
3. CC 1:2:4 (1 cement : 2 coarse sand : 4 graded stone agg. 20mm nominal size) pre-cast kerb stone fair face finish in uniform colour, of 0.30m long and 0.20m x 0.20m section as per CPWD Specifications / direction of Competent Authority jointed with the mix 1:2 (1 cement : 2 fine sand) to be provided as per architectural drawings.
4. Toe walls in brick masonry with bricks of class designation 75 in cement mix 1:4 for pavements/footpaths wherever necessary.
5. RCC NP2 S&S pipe joints in rubber rings and cement mortar 1:2 (1 cement : 2 fine sand) for cross drainage with gully chambers of size 50x45x60cms with M.S. grating of size 500x450mm wherever necessary as per decision of the Competent Authority.
6. Any other details that crop up depending upon site conditions will be decided by the Competent Authority and will be binding on the participating agencies.
7. The specifications of CC pavement/footpath shall be as under:
  - a) 100mm thick CC 1:5:10 (1Cement: 5 fine sand: 10 graded stone agg. 40mm nominal size)
  - b) 100mm thick CC 1:2:4 (1 cement: 2 coarse sand: 4 graded stone agg. 20mm nominal size) over under layer of CC 1:5:10 as per para 'a' above.
  - c) Toe wall brick masonry with FPS bricks of class designation 75 in cement mortar 1:4 (1 cement: 4 coarse sand) to retain the edge of the paving.
8. The work will be done as per latest CPWD Specifications with up to date corrections. Any other width of road as per approved development plan shall be as per prevailing norms.
9. The participating Agency shall submit to the Competent Authority, adequate sets of completion plans for roads, paths after its completion showing right of way of each road/path and their respective cross section within 10 days of completion of road/path work.

**PROJECT DEVELOPMENT AND MANAGEMENT AGREEMENT BETWEEN  
CONCESSIONAIRE AND PROJECT AUTHORITY**

**PROJECT DEVELOPMENT AND MANGEMENT AGREEMENT**

The Project Development and Management Agreement (“PDMA” or Agreement) mutually agreed and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_ at \_\_\_\_\_ Location and address

**BETWEEN**

Project Authority (Address) (hereinafter referred to as the “Authority” or which expression shall unless repugnant to the context include the administrators, successors, successors and assigns on the First Part.

**AND**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956/a partnership agency registered under the Partnership Act, 1932 / or a sole proprietorship agency registered under the Proprietorship Act 1908 having its office at \_\_\_\_\_ (hereinafter referred to as the “Concessionaire”) which expression shall repugnant to the context include the successor and permitted assigns, on the Other Part.

The Authority and Concessionaire are collectively referred to as “Parties” and individually as “Party”

**WHEREAS,**

A. Pursuant thereto, the Authority through an open, transparent and competitive bidding process invited proposals from interested parties for the Projects by issuing Request for Proposal (RPF) documents dated \_\_\_\_\_ 2021 containing inter-alia the minimum qualification criteria and the terms and conditions for implementing the Projects

B. After Evaluating the proposals, the Authority has accepted the proposal submitted \_\_\_\_\_ [*insert the name of the successful Agency/ Consortium*], as the Successful Agency (the “**Successful Agency**”) and issued Letter of Award (“LOA”) No \_\_\_\_\_ dated \_\_\_\_\_ [*insert the number and date issue of LOA and the same has been acknowledged by the Successful Agency*]

C. The Successful Agency has requested the Authority to accept the Concessionaire as the Concessionaire which shall undertake and perform the obligations and exercise the rights of the successful agency under the LOA, including the obligations to enter

into this Agreement pursuant to the LOA for executing the Project

D. The Authority acknowledges that the Concessionaire has submitted the following to the Authority:

- i. An irrevocable Bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) towards Performance Security Deposit.
- ii. An amount of \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only) exclusive of GST if applicable being non – refundable Success Fee by means of a demand draft bearing No \_\_\_\_\_ date \_\_\_\_\_ from \_\_\_\_\_ [name of bank]
- iii. An amount of \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only) exclusive of GST if any being non – refundable Project Development Expense by means of a demand draft bearing No \_\_\_\_\_ date \_\_\_\_\_ from \_\_\_\_\_ [name of bank].

E. The Parties hereto are required to enter into an Agreement, being these presents, to record the terms, conditions and covenants set forth hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

## **ARTICLE 1- DEFINITIONS**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

**“Affected Party”** shall mean the Party claiming to be affected by a Force Majeure Event.

**“Agreement”** means this Agreement, the schedules, annexure hereto and includes any amendments hereto made in accordance with the provisions hereof.

**“Agreement Period”** shall have the meaning that the period of contract i.e. 25 years.

**“Applicable Law”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project / the Parties in relation to the Project.

**“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the respective Parties under the Applicable Laws in connection with the repair/ retrofitting, operation, maintenance & management of the Project during the subsistence of this Agreement.

**“Appointed Date”** means the date of signing of this Agreement.

**“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

**“Book Value”** shall mean the expenditure incurred for repair/retrofitting of Project Facilities as per the books of the Developer, net of depreciation charged on the basis of straight line method and amortized equally over the operations period, duly verified and certified by an independent auditor in accordance with IGAAP (Indian Generally Accepted Accounting Principles). Revaluation of the land and building shall not be included for calculation of book value during the Agreement Period and at the end of Agreement Period by the Developer. For the purpose of calculation of the Book Value only the cost incurred on the repair/retrofitting of Project Facilities upto the Commercial Operation Date shall be considered.

**“Consortium”** shall mean the \_\_\_\_\_ consortium consisting of (i) \_\_\_\_\_, (ii) \_\_\_\_\_ and (iii) \_\_\_\_\_ formed pursuant to the Joint Bidding Agreement dated \_\_\_\_\_ for the purpose of undertaking the Project.]

**["Consortium Member(s)"]** shall mean any or all of the members of Consortium and in the event of reconstitution of the Consortium; it shall include members of such reconstituted Consortium.]

**“Due Date”** means the due date for payment of Fee as set out.

**“Emergency”** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project including the safety of the users thereof or which poses an immediate threat of material damage to the Project.

**“Encumbrance”** means any encumbrance such as mortgage, charge, pledge, lien,

hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or tenants or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Site or Project Facilities.

**“Expiry”** means expiry of this Agreement by efflux of time **“Expiry Date”** means the date on which Expiry occurs.

**“Financing Documents”** means collectively the documents evidencing Lenders’ commitment to finance the Project.

**“Financial Year”** means the period commencing from April 1 of any given year to March 31 of the succeeding year.

**“Fee”** means the fee payable by the Developer to the Authority in accordance with Article 7 and Schedule 1 of this Agreement.

**“Force Majeure”** or **“Force Majeure Event”** means an act, event, condition or occurrence as specified in Article 8.

**“Good Industry Practice”** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation & management or supervision or monitoring thereof of any of them of a project similar to that of the Project.

**“Government Agency”** shall mean Government of ....., Any State/UT Government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Developer, the Project or any portion thereof, or the performance of all or any of the services or obligations of the Developer under or pursuant to this Agreement.

**“Lenders”** means financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided financial assistance to the Developer for financing any part of the Project.

**“Material Adverse Effect”** means a material adverse effect on (a) the ability of the Developer to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

**“Material Breach”** means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

**“Performance Security”** shall mean the Bank Guarantee submitted to the Authority by the Developer for due performance of its obligations under this Agreement, in accordance with Article 5.1.

**“Person”** shall mean (unless otherwise specified or required by the context), any

individual, company, corporation, partnership, joint venture, trust, society, sole proprietorship, unincorporated organization, government or Government Agency or any other legal entity.

**“Preliminary Notice”** means the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

**“Project”** means and includes repair/retrofitting of the Project Facilities, operation, maintenance & management thereof and transfer of the Project Facilities in accordance with the terms and conditions of this Agreement.

**“Project Facilities”** means the Project Site, the existing Project Facilities on the Project Site more fully described in the Schedule 4 and includes all the structures, fittings & fixtures, common areas, infrastructure, all amenities/ facilities proposed to be build, provided or procured within the Project Site by the Developer, consistent with Good Industry Practice and the terms of this PDMA.

**“Project Site”** means the property belonging to the Authority more fully described in Schedule 3.

**“Project Implementation Plan”** shall mean the detail plan submitted by the Developer with regard to repair/retrofitting of Project Facilities and its operation and management thereof as per Schedule 6 of this Agreement.

**“Rights”** shall have the meaning ascribed thereto in Article 3.1 of this Agreement.

**“Repair/ Retrofitting Period”** shall mean 12 month from the date of approval of Project Implementation Plan by the Authority.

**“Tax”** shall mean and includes all taxes including service tax, fees, cesses, duties (including stamp duties), levies that may be payable by the Concessionaire for execution of this Agreement and during the Agreement Period under Applicable Law.

**“Termination”** means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include Expiry.

**“Termination Date”** means the date specified in the Termination Notice as the date on which Termination occurs.

**“Termination Notice”** means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

**“User Fee”** means all charges, costs, fees, tariff and other amounts by whatever name called, collected by the Developer from the users, pursuant to this Agreement, for usage of the Project.

## ARTICLE 2- SCOPE OF THE PROJECT

### 1.1 Scope of the Project

#### i. Work details

Following activities needs to be complete by the Concessionaire:

<b>Component</b>	<b>Details of work required</b>
<b>Housing</b>	Repair/Retrofit of existing houses including following: (a) Repair/ replacement of brickwork, (b) Repair of Plasters (c) Making openings in B/W as per directions or as required (d) Removing of old putty and replacing with new or repairing as decided by ULB (e) Renewing of glass panes (f) Fixing of tiles on floor ,wall ,dado (g) Renewing of M.S work (h) Cleaning and desilting of gully trap chamber (i) Cleaning of choked sewer line (j) Fixing of Water Closet squatting Pan along with its traps('S' or 'P') (k) Repair/ replacement of door shutters, Chowkhats (l) Fixing of kitchen slab, sink dado as required. (m) Repair of parapet (n) Fixing / replacement of hinges, L drop and other hardwares (o) Providing Water proofing treatment (from the specialized agency) in wet areas of building including roof and below the water tanks. (p) Repair of staircase (q) Fixing of Hardware, C.I. Fittings, G.I. fittings as per instructions from ULB (r) Internal and external white washing, distempering, painting as per requirement of the building and also instructions from the ULB
<b>Infrastructure Components</b>	Repair/ replacement /retrofitting of the following infrastructure (within campus) components as per given specification: a) Water Supply b) Sewerage/ Septage c) Storm Water Drains d) Repairing or constructing of internal roads e) Mechanical Work, DG set f) Rain water harvesting g) Development of external area which is damaged or not done h) Repairing or constructing of boundary wall i) External Electrical work j) Using power saving street lights/lights is mandatory k) Redevelopment of parks and other amenities

<b>Development of Social/ Neighborhood commercial Amenities</b>	<ul style="list-style-type: none"> <li>a) Health Centre</li> <li>b) Creche</li> <li>c) Anganwadi</li> <li>d) Shops</li> <li>e) Milk booth</li> <li>f) ATM</li> <li>g) Others, (ULB to specify)</li> </ul>
<b>NOTE:</b> Above details are suggestive works only. However, State/UT/Parasatals may include or exclude any work as per project requirement.	

Developing and submitting Architectural and structural design for the additional amenities based on the local soil condition, geo-climatic condition, natural hazard condition, design parameters as per relevant Indian Standards & National Building Code or given by Project Authority; taking all approvals as required and construction of the amenities as per approved plan and specifications and taking completion certificate. The location plan, site layout and other related Architectural drawings of existing vacant houses is attached for reference in this document as Section-D.

**ii. Operation and Maintenance of ARHCs**

- a) Regular Operation & Maintenance (O&M), repair, operation etc. of ARHC shall be done by the Concessionaire as per the standard practice followed for housing and infrastructure projects. Concessionaire shall ensure that the complexes remain in good condition.
- b) O & M may include the following components:

<b>Component</b>	<b>Details of work required</b>
<b>1. Preventive Maintenance</b>	<ul style="list-style-type: none"> <li>1. Cleanliness of roofs, inlet of rain water pipes, Khurra, Chhajja/sunshade top, outlet of rain water pipes, plinth protection and drains minimum twice a year and particularly before monsoon. <ul style="list-style-type: none"> <li>a. Cracks on gola and top of parapet</li> <li>b. Cleanliness and waterproofing of mumty roof</li> <li>c. Leakage from terrace tanks</li> </ul> </li> <li>2. Damage of water proofing due to installation of various services on roof like Dish antenna, solar panels, etc or weed/vegetation.</li> <li>3. Cracks on grit plaster, spilling of concrete, cladding stone coming out of substrate etc</li> <li>4. Leakages/seepages</li> <li>5. Rusting of GI pipes and fittings showing seepage</li> <li>6. Shafts for the leakage/seepage</li> <li>7. Sagging false ceiling</li> <li>8. Termite affected areas and wooden members</li> <li>9. The cleaning of manholes and sewer line and checking for rain water getting mixed in sewer lines.</li> <li>10. Damaged cables &amp; other abandoned service lines</li> </ul>

	<p>11. Electrical systems like main boards etc. should be checked annually.</p> <p>12. Fire services particularly during hot weather and assessment of electric load due to additional services installed</p> <p>13. Whether unprotected heaters in use likely to cause fire inside</p> <p>14. Annual Maintenance</p>
<b>2. Day to Day maintenance:</b>	<p>a) Removing Chokage of drainage pipes,</p> <p>b) Manholes, restoration of water supply,</p> <p>c) Repairs to faulty switches,</p> <p>d) Watering of plants,</p> <p>e) Lawn mowing ,hedge cutting,</p> <p>f) Street Sweeping</p>
<b>3. Annual Repair and Maintenance</b>	Annual maintenance including White washing, Colour washing, Distempering, painting etc.

## **ARTICLE 3- RIGHTS**

### **3.1 Grant of Rights**

3.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Authority hereby grants the following rights (the “**Rights**”) and authorizes the Concessionaire:

- i. To carry out surveys, for Repair/Retrofit, Develop, Operate & Transfer (RDOT) by converting existing Government funded vacant houses into Affordable Rental Housing Complexes (ARHCs) in accordance with this Agreement and for this purpose it may regulate the entry into and use of the same by 3rd parties and
- ii. To exercise and/ or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement including the right to collect, retain and appropriate refund fee as fixed by Project Authority from the users of the ARHCs during the Agreement Period.

3.1.2 The Concessionaire shall not lease, mortgage, assign, transfer or create any lien or Encumbrance on the whole or any part of the Project Site or Project Facilities, save and except as expressly permitted by this Agreement.

### **3.2 Agreement Period**

3.2.1 The tenure of the Agreement shall be for a period of 25 (Twenty five) years commencing from the Appointed Date and ending on the Expiry Date (the “**Agreement Period**”).

Provided that in the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

### **3.3 Acceptance of Rights**

3.3.1 In consideration of the rights, privileges and benefits conferred upon by the Authority and other good and valuable consideration expressed herein, the

ARHCs hereby accepts the Rights and agrees and undertakes to perform/ discharge all of its obligations in accordance with the provisions of this Agreement.

### **3.4 Access rights to the Authority and others**

3.4.1 The Concessionaire shall allow free access to the Project Site and Project Facilities at all times for the authorized representatives and vehicles of the Authority and for the persons and vehicles duly authorized by any Government Instrumentality upon reasonable notice to inspect the Project Site and the Project Facilities and investigate any matter within their authority

3.4.2 Provided further, that to the extent such access and use allowed by the Concessionaire affects the performance of any of its obligations hereunder, the Concessionaire shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.

## **ARTICLE 4 - PROJECT SITE**

### **4.1 Handover of Project Site**

4.1.1 Prior to the handover of Project Site to the Concessionaire, the Authority and the Concessionaire shall within 15 (fifteen) days from the Appointed Date conduct joint inspection of the Project Site and agree to the exact area and inventory of the existing facilities therein and jointly prepare and sign a joint inspection report. The joint inspection report shall form part of Schedule 3.

4.1.2 The Authority shall, within 15 (fifteen) days from the date of signing of the joint inspection report by both the Parties handover to the Concessionaire, on as-is-where-is basis, vacant and peaceful physical possession of the Project Site, free from Encumbrance and encroachment, for the purpose of implementing the Project.

4.1.3 Upon handover of the Project Site, the Concessionaire shall have the right to enter upon, use and make at its own costs such investigation necessary or appropriate to prepare the Project Implementation Plan for repair/retrofitting of Project Facilities on the Project Site and operation and management thereof in accordance with the provisions of this Agreement and the Approved Project Implementation Plan.

### **4.2 Peaceful Possession**

4.2.1 The Authority hereby warrants that:

- A. The Project Site has been acquired through the due process of law and belongs to and is vested with the Authority and that the Authority has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement.
- B. In the event the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Project Site and Project Facilities or any part thereof, or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated

by any Person claiming to have any interest in/charge or the Project Site and Project Facilities or any part thereof, the Authority shall, if called upon by the Concessionaire, defend such claims and proceedings and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

## **ARTICLE 5 - OBLIGATIONS OF THE CONCESSIONAIRE**

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

### **5.1 Performance Security**

5.1.1 The Concessionaire shall, for due and punctual performance of its obligations relating to the Project, simultaneously to the execution of this Agreement has submitted to the Authority, an irrevocable and revolving bank guarantee from a nationalized bank acceptable to the Authority, will be intimated later on through E-mail after opening of Technical Bid in the form ~~set forth in Schedule 2~~ (the "Performance Security"). The Performance Security shall be kept valid throughout the Agreement Period.

5.1.2 In case of Concessionaire Event of Default, the Authority shall, without prej-udice to its other rights and remedies hereunder or in law, are entitled to in cash and appropriate the relevant amounts from the Performance Secu-rity as damages for such Concessionaire default. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 9.

### **5.2 Submission of Project Implementation Plan**

5.2.1 The Concessionaire shall within 2 (two) months from the date of handover of Project Site submit to the Authority a detailed project implementation plan detailing out the repair/retrofitting plan, proposed facilities, provision for appropriate and adequate lighting and ventilation devices, rain water harvesting, landscaping, appropriate security system, waste management system, etc operation and management of Project Facilities in conformity to the Applicable Laws and Good Industry Practices and deployment of re-sources, personnel etc ("**Project Implementation Plan**") and make a pre-sentation on the same to the Authority.

5.1.1 The Authority shall review the Project Implementation Plan for compliance with applicable provisions of the Agreement and either approve or convey its comments/observations, if any within 30 (thirty) days from the date of receipt of the Project Implementation Plan by the Concessionaire. On receipt of such comments/observation from the Authority, the Concessionaire shall

within 15 (fifteen) days submit a revised Project Implementation Plan to the Authority for its approval. After approval by the Authority, the Project Implementation Plan (“**Approved Project Implementation Plan**”) shall be signed by the Parties and appended to this Agreement as Schedule 7.

5.1.2 If the Concessionaire is unable to submit the Project Implementation Plan within the period of 60 (sixty) days from the date of handover of the Project Site, it should in writing convey the reasons for non submission of the same within the said period of 60 (sixty) days. Upon such request, the Authority may for valid reasons and for reasons beyond the control of Parties, waive the delay to submit the Approved Project Implementation Plan and extend the date for submission of Project Implementation Plan but not later than for a further period of 30 (thirty) days, subject to payment of penalty amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day’s delay until the submission of the same to the Authority. In case the Project Implementation Plan is not submitted within the extended period of 30 (thirty) days, the Authority shall, subject to the provisions of Article 9.2, be entitled to terminate this Agreement. The said penalty amount should be submitted by the Concessionaire to the Authority in the form of Demand Draft (DD) from any nationalized or scheduled bank in favour of Authority

5.1.3 Notwithstanding any review or failure to review or the comments/observations of the Authority, the Concessionaire shall be solely responsible for the adequacy of the Approved Project Implementation Plan and shall not be relieved or absolved in any manner whatsoever of any of its obligations set forth in this Agreement. The Approved Project Implementation Plan shall be signed by the Parties and appended to this Agreement as Schedule 7.

### **5.3 Repair/Retrofit Obligations of the Concessionaire**

5.3.1 The Concessionaire has the right to use the existing Project Site and Project Facilities for repair, retrofitting and development of ARHCs

5.3.2 The Concessionaire shall complete the Repair/Retrofit of the Project Facilities within 12 (Twelve) months from the date of approval of the Project Implementation Plan by the Authority. Except for reasons of a Force Majeure Event and reasons attributable to the Authority, the Concessionaire shall not be entitled to any extension of time in the Repair/ retrofitting Period.

5.3.3 The Concessionaire shall undertake repair/retrofitting of Project Facilities in accordance with the Approved Project Implementation Plan, other Applicable Laws and as per Good Industry Practices.

5.3.4 If the Concessionaire fails to complete the repair/retrofitting of Project Facilities within 12 month (Twelve) months as stated above, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, the Concessionaire should in writing convey the reasons for non completion of the same within the said period of 12 month (Twelve) months from the date of signing of

contract. Upon such request, the Authority may waive the delay and extend the date for completion of repair/retrofitting of Project Facilities but not later than for a further pe-riod of 60 (sixty) days, subject to payment of penalty amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the completion of repair/retrofitting of Project Facilities. In case the repair/retrofitting of Project Facilities is not completed within the extended period of 60 (sixty) days, the Authority shall, subject to the provisions of Article 9.2, be entitled to terminate this Agreement. The said penalty amount should be submitted by the Concessionaire to the Authority in the form of Demand Draft (DD) from any nationalized or scheduled bank in favour of project authority.

5.3.5 Upon completion of repair/retrofitting work, the Concessionaire shall re-quest the Authority to issue the Completion Certificate.

5.3.6 The Concessionaire shall be entitled to operate the Project Facilities only after Completion Certificate is obtained from the Authority. The date of issuance of Completion Certificate shall be the commercial operation date ("**Operation Date/OD**").

#### **5.4 Operation and Management Obligations**

5.4.1 The Concessionaire shall ensure that the Project Facilities are opened for usage within 7 (seven) days from the Operation Date and operate and manage the same till the Expiry Date or the Termination Date as the case may be.

5.4.2 The Concessionaire shall operate, manage & maintain the Project Site and the Project Facilities entirely at its own cost in accordance with the Good Industry Practice.

5.4.3 The Concessionaire shall from the OD and till the Expiry Date have the sole and exclusive right to determine, revise, charge, demand, collect, recover, retain and appropriate the User Charges at market driven rates from Users of the Project and for the goods, services, facilities and ame-nities etc. relating to the Project Facilities that are provided, arranged or procured by the Concessionaire by itself.

5.4.1 The Concessionaire shall, during the Agreement Period have requisite organization and designate and appoint suitable officers/ representa-tives as it may deem appropriate to or operate the Project Facilities, to deal with the Authority and be responsible for all necessary exchange of information required pursuant to this Agreement;

#### **5.5 Repair/Retrofit and Operation & Management Report**

5.5.1 The Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority a monthly repair/retrofit report on progress of the repair/retrofit of the Project Facilities. The Concession-aire shall also promptly give such other relevant information as may be required by the Authority in its repair/retrofitting including the details mentioned in **Schedule 3**.

5.5.2 The Concessionaire shall, no later than 7 (seven) days after the close of each year, furnish to the Authority a yearly operation & management report on progress of the operation & management of the Project Facilities. The Concessionaire shall also promptly give such other relevant information as may be required by the Authority in its operation & management including the details mentioned in **Schedule 3**.

## **5.6 Environmental and Safety Compliance**

5.6.1 The Concessionaire shall conform to the laws pertaining to environment, health and safety aspects including, policies and guidelines related thereto, including rainwater harvesting, energy conservation and other such ecological/ sustainable solutions/mechanisms and conforming to Good Industry/construction Practice for securing the safety of the users of the Project Facilities.

## **5.7 Alterations, Modifications or Expansion**

5.7.1 In case of any such damages due to bad keeping of the premises of AR-HCs, the Concessionaire shall bear all such costs related to such damages. In case the Concessionaire does not rectify the damages within the time specified by the Authority, the Authority may rectify the said damages and deduct the cost incurred in rectifying the damages from the Performance Security.

## **5.8 General Obligations**

5.8.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall at its own cost and expense during the Agreement Period:

- (a) Protect the Project Site and the Project Facilities from any encroachments or Encumbrances, or illegal activities.
- (b) Ensure that the Project Site and the Project Facilities is not used for any activities which are prohibited under the Applicable Laws.
- (c) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and Applicable Permits and keep in force in conformity with the Applicable Laws.
- (d) Pay all taxes including service tax, property tax, duties (including stamp duties) and outgoings, utility charges relating to the execution of the Agreement; repair/retrofitting of Project Facilities and operation & management thereof.
- (e) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and all possible claims and employment related liabilities of its staff employed in relation with the Project Facilities. The Concessionaire shall indemnify the Authority against any claims, damages, expenses or losses in this regard and in no case the Authority shall be treated as employer;
- (f) Pay all utility charges (including electricity consumption and water supply charges) relating to the Project Facilities.

## **5.9 Specific Obligations**

- 5.9.1 The Concessionaire shall erect a signboard of a size not less than 2 ft X 4ft (0.61 m x 1.22 m) and mention that the Project Site belongs to the Authority. The said signboard should be of fire retardant, low smoke, zero halogen material and comply with all Indian and international standards and the Concessionaire shall maintain the same in good condition throughout the Agreement Period.
- 5.9.2 The Concessionaire shall also erect outdoor display system of a size not less than 2 ft X 4ft adjacent to the main entrance to the Project Site and handover the same to the Authority for promotion of ARHCs and the Concessionaire shall maintain the same in good condition throughout the Agreement Period. The said signboard should be of fire retardant, low smoke, zero halogen material and comply with all Indian and international standards.
- 5.9.3 The Concessionaire shall conduct proper due diligence and police verification while recruiting staff for the Project.
- 5.9.4 The Concessionaire shall ensure security in the Project by deploying sufficient security personnel as per good industry practice.
- 5.9.5 In the event of any accident at the Project Site, the Concessionaire shall immediately inform the concerned civil and police authorities and also the Authority and take necessary actions.
- 5.9.6 All gold, silver, oil, minerals, precious stones, treasures, fossils, coins, articles of value or antiquity and structures and other relics or remains or things of geological or archeological interest discovered on the Project Site shall be the property of the Authority. The Concessionaire shall take reasonable precautions to prevent any person from removing or damaging any such article or thing. The Concessionaire shall immediately upon the discovery of such article or thing inform the Authority and follow the instructions for dealing therewith that may be issued by the Authority.

## **5.10 Insurance**

### **5.10.1 During the Agreement Period**

The Concessionaire shall at its cost and expense, purchase & maintain by due re-instatement or otherwise, during the Repair/Retrofit of the Project Facilities, such insurance as are necessary including but not limited to the following:

- (i) Concessionaire's all risk insurance;
- (ii) Loss, damage or destruction of the Project Facilities at replacement value;
- (iii) Comprehensive third party liability insurance including injury or death to personnel / representatives of Persons who may enter the Project Site;
- (iv) Workmen's compensation insurance;
- (v) Any other insurance that may be necessary to protect the Concessionaire, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

### **5.10.2 Validity of Insurance**

- a. The Concessionaire shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the Agreement Period and furnish copies thereof to the Authority.
- b. If at any time the Concessionaire fails to obtain or maintain in full force and effect any and all of the insurance required under this Agreement, the Authority may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by the Authority thereof shall be reimbursed by the Concessionaire to the Authority together with interest thereon at 5% over SBI PLR from the date the respective sums were incurred by the Authority , within 7 (seven) days from the receipt of claim in respect thereof made by the Authority

### **5.10.3 Application of Insurance Proceeds**

- a. Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Concessionaire towards repair, repair/retrofitting restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Concessionaire may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Concessionaire shall carry out such repair, repair/retrofitting, restoration or re-instatement to the extent possible in such manner that the Project after such repair, repair/retrofitting, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

### **5.11 No Breach of Obligations**

5.11.1 The Concessionaire shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- i. Force Majeure Event, subject to Article 8.3 and
- ii. The Authority Event of Default.

### **5.12 Consortium**

5.12.1 Participating Agencies eligible for participating in the bidding process shall be any one of the following two categories, otherwise bids will be considered as non-responsive:

- i. **Category 1:** Single Business Entity (Private/ Public Agency)

Or,

- ii. **Category 2:** A consortium of Business Entities (hereinafter referred to as "Consortium")

The term Participating Agency would herein after apply to both the above-mentioned categories.

- 5.12.2 For the purpose of this RFP, the participating agency shall mean a business Entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent such laws. Participating Agency should submit Registration/ Incorporation Certificates & GST Registration under the governing legislations. The Agency shall be required to submit a true copy of its Registration/ Incorporation Certificate along with the Proposal.
- 5.12.3 A Consortium of a maximum of **three (3) members** of above such entities comprising one Lead Member with two other members such as project finance, project implementation and management etc. shall be allowed and shall hereinafter be referred as "Consortium".
- 5.12.4 The Participating Agency should submit a Power of Attorney authorizing the signatory of the Bids in case of Consortium.
- 5.12.5 Bids submitted by a Consortium should comply with the following additional requirements:
1. The number of members in the Consortium would be limited to three (3) only;
  2. The application should contain the information required from each member;
  3. The application should include a description of the roles and responsibilities of all members;
  4. Members of the Consortium shall nominate one member as the Lead Member;
  5. A Participating Agency who has participated in this Bid in its individual capacity or as part of a Consortium cannot participate as a separate agency of any other Consortium participating in this tender;
  6. The members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium.
  7. The members of the Consortium shall enter into a Memorandum of Understanding (MoU), for the purpose of submission of the bids. The MoU should, inter alia,
    - i. Clearly outline the proposed roles and responsibilities of each member of the Consortium; and
    - ii. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the assignments arising out of the States, Union Territories (UTs) and million plus cities, as the case may be and in accordance with the terms of the contract agreement therefore;
    - iii. A copy of the MoU signed by all members should be submitted along with the Technical Bids. MoU entered between the members of the Consortium should contain the above requirements, failing which the Application shall be considered non-responsive and MoU will not be changed later on.
- 5.12.6 A Participating Agency or Consortium which has earlier been barred by

Project Authority or blacklisted by any State /UT Government or Central Government/department/agency in India from participating in Bidding Process, shall not be eligible to submit bids, either individually or as member of a Consortium, if such bar subsists as on the submission due date. The Participating Agency or Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on date.

- 5.12.7 A Participating Agencies declared ineligible by multilateral agencies or Government of India or State/UT Governments and debarred from such type activities in India shall be ineligible to submit bids. In case the Participating agency or any member of Consortium is declared ineligible by multilateral agencies or Government of India or State/UT Governments during the evaluation period, then such bids shall be excluded from the evaluation process.
- 5.12.8 A Participating agency or member of Consortium should have, during the last three years, neither failed to perform on any agreement/contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Participating Agency or member of Consortium, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Participating Agencies or member of Consortium. In case the Participating Agencies or member of Consortium during period of Empanelment/contract, fails to perform on any agreement, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Participating Agency or member of Consortium, or been expelled from any project or agreement or have had any agreement terminated for breach by such Participating Agency or member of Consortium, such Participating Agency shall cease to be selected with Project Authority.
- 5.12.9 Each participating Agency/Consortium shall submit only one proposal for the project. Any participating Agency/Consortium, who submits or participates in more than one proposals for the same project will be disqualified.
- 5.12.10 The bid and all related correspondence and documents should be furnished by the participating agency with the bid may be in any other language provided that these are accompanied by appropriate translations of the pertinent passages in the English language by approved/authorized/licensed translator. Supporting material, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, English language translation shall prevail.
- 5.12.11 Participating Agency/Consortium should be profit making organization. Audited balance sheet for the last five years may be attached with the technical bids, otherwise bids will be rejected.
- 5.12.12 Any change in the composition of a Consortium during the term of evaluation process shall not be permitted after submission of bids and during the contract period.

## **6. ARTICLE 6- AUTHORITY 'S OBLIGATIONS**

**6.1** In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Authority shall have the following obligations:

### **6.2 Specific Obligations**

- 6.2.1 The Authority shall grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require under this Agreement, in connection with implementation of the Project and the performance of its obligations. Provided where authorization for availability of utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities is required, the same shall be provided by the Authority, within fifteen days (15) days from receipt of request from the Concessionaire to make available such authorization.
- 6.2.2 The Authority shall subsequent to signing of joint inspection report by both the Parties hand over to the Concessionaire, on as-is-where-is basis, vacant and peaceful physical possession of the Project Site free from Encumbrance and encroachment, for preparation of the Project Implementation Plan and for repair/retrofitting operation and management of the Project Facilities.
- 6.2.3 The Authority shall upon satisfactory completion of repair/retrofit of Project Facilities on the Project Site issue a certificate of completion ("**Completion Certificate**") within 15 (fifteen) days from the date of receipt of request from the Concessionaire.

### **6.3 General Obligations**

- 6.3.1 The Authority shall where appropriate provide necessary assistance to the Concessionaire in securing Applicable Permits.
- 6.3.2 Observe and comply with all its obligations set forth in this Agreement.

## **7. ARTICLE 7 - FEE**

### **PAYMENT 7.1 Payment Schedule**

- a. The required investment for development, operation and maintenance of ARHCs will be made by Concessionaire which would be recovered through rental income during the bid period i.e. 25 years.
- b. Concession Fees:
- i. The positive premium offered by the Concessionaire will be shared with the Vadodara Municipal Corporation as per the quoted rates. The Concessionaire will pay the Concession Fee on a monthly basis to ULB on or before 10th day of that particular month. The Concessionaire will not be entitled to any revision of Concession Fee during the entire contract period. The Concession Fee paid by the Concessionaire to ULB shall be exclusive of Taxes and all Taxes shall be paid over and above the Concession Fee. The payment of Taxes in respect of

the Concession Fee, the usage of the Location, operations of the AR-HCs shall be the obligation of the Concessionaire and shall be borne by the Concessionaire at its own risk and costs.

- ii. All payments towards Concession Fee, payable by the Concessionaire to ULB, shall be by way of electronic fund transfer system to provide for real times inter- bank payment in favour of such account as may be prescribed by ULB from time to time. All payments towards Con-cession Fee, payable by the Concessionaire to Authority, shall be in INR.
- iii. Under any circumstances, Concessionaire fails to provide Concession Fee to ULBs for consecutive three months, Concessionaire will vacate the premises without any further delay and handover the project to ULB after clearing all dues. In this case, PBG will be forfeited by ULB without any prior intimation.
- iv. Independent Audit Authority appointed by ULB shall conduct an independent audit of the accounts of the Concessionaire pertaining to any one or more of the Location(s). The Concessionaire will co-op-erate with the Audit Authority and its agents in the conduct of the independent audit, and for such purpose to provide access to the officials of Authority or its agents to all location(s)/ Service Area(s), to allow Authority or its agents to inspect and have access, at any time, to the books of accounts, audited/ unaudited statements, the gross sales/itemized sales reports/statements, audit rolls maintained by the Concessionaire, receipts generated at the electronic point of sale terminals as maintained by the Concessionaire and any other information as may be required by Authority or its auditors for the pur-pose of such independent audit.

## **7.2 Viability Gap Funding (VGF)**

- a. In case VGF is required, payment will be released to Concessionaire in two installments as follows:
  - i. 1<sup>st</sup> instalment of 80% will be released development of ARHCs with all housing and infrastructure component, in all respect.
  - ii. 2<sup>nd</sup> and final instalment of 20% will be released after operational of ARHCs in all respect along with utilisation certificates of all earlier re-leases with project completion report.
- b. However, Concessionaire will share the Concession Fees with the ULB as per the quoted rates.

## **8. ARTICLE 8 - FORCE MAJEURE**

### **8.1 Force Majeure Event**

Any of the following events which are beyond the control of the Party claiming to be affected thereby (“**Affected Party**”) despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event:

- (a) Act of god or
- (b) Strikes, labour disruptions, riots or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire, for which no offsetting compensation is payable to the Concessionaire;
- (c) Acts of expropriation, compulsory takeover of the Project Site and Project Facilities by the Government or any part thereof or
- (d) Any judgment or any order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings which is non-collusive and duly prosecuted by the Concessionaire.

## **8.2 Termination due to Force Majeure Event**

### **(a) Termination**

- i. In case of an event described under Clause 8.1(a), (b) and (d), continues or is in the reasonable judgments of the Parties likely to continue beyond a period of 120 (one hundred and twenty) days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 (one hundred and twenty) days, be entitled to terminate this Agreement.
- ii. In case of an event described in Clause 8.1 (c) and the Concessionaire having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Concessionaire shall be entitled to terminate this Agreement. Provided further, the Authority may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Clause 8.1(c)

### **(b) Termination Notice**

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding Clause 8.2 (a) (i) or 8.2 (a) (ii), it shall issue Termination Notice setting out ;

- (a) In detail the underlying Force Majeure Event;
- (b) The Termination Date which shall be a date occurring not earlier than 60 (sixty) days from the date of Termination Notice;
- (c) The estimated Termination Payment including the details of computation thereof and
- (d) Any other relevant information.

### **(c) Obligation of Parties**

Upon issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (a) The Termination Payment, if any, payable by the Authority in accordance with the following Clause 8.2 (d) is paid to the Concessionaire on the Termination Date and,
- (b) The Project Site along with the Project Facilities are handed back to the Authority by the Concessionaire on the Termination Date free from all Encumbrance.

#### **(d) Termination Payment**

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Concessionaire by the Authority in accordance with the following:

- (a) If Termination is due to a Force Majeure Event, described under Clauses 8.1(a), 8.1 (b) and 8.1 (d), no Termination Payment shall be made by the Authority to the Concessionaire but, the Concessionaire shall be entitled to receive and appropriate the proceeds of any amounts under its own insurance policies. The Performance Security shall be released to the Concessionaire, if subsisting.
- (b) If Termination is due to the occurrence of any event described under Clause 8.1 (c), the Authority shall pay to the Concessionaire Termination Payment equal to 100% of the Book Value. Provided the Authority shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Authority from the Concessionaire as on the Termination Date and release the Performance Security.

#### **8.3 Liability for other losses, damages etc.**

Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

### **9. ARTICLE 9 - EVENTS OF DEFAULT AND TERMINATION**

#### **9.1 Events of Default**

Event of Default means either Concessionaire Event of Default or the Authority Event of Default or both as the context may admit or require.

##### **(a) Concessionaire Event of Default**

Any of the following events shall constitute an event of default by the Concessionaire ("**Concessionaire Event of Default**") unless such event has occurred as a result of a Force Majeure Event or the Authority Event of Default or any governmental action for reasons other than any breach, default or lapse on the part of the Concessionaire:

- i) The Performance Security has been encashed and appropriated by the Authority in accordance with this Agreement and the Concessionaire fails to replenish or provide fresh Performance Security within 60 (sixty) days;
- ii) The Concessionaire has failed to make any Payment on Due Date there-of and more than 60 days have elapsed since such default;
- iii) The Concessionaire has failed to complete the repair/retrofitting within the stipulated time period in this Agreement and any extension thereof;
- iv) The Concessionaire has failed to provide additional facilities as provided in 5.8 (e) within the stipulated time period in this Agreement and any extension thereof;
- v) The Project Facilities are damaged or modified without obtaining approval from the Authority;
- vi) The Concessionaire is in Material Breach of any of its other obligations

- under this Agreement on account of its own acts of omission or commission and the same has not been remedied for more than 60 (sixty) days;
- vii) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
  - viii) A resolution for voluntary winding up has been passed by the shareholders of the Concessionaire;
  - ix) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Authority, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement.
  - x) The Concessionaire has abandoned or manifests intention to abandon the repair/retrofitting of and /or operation & management of the Project Facilities without the prior written consent of the Authority.
  - xi) The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
  - xii) If the Concessionaire fails to pay the necessary insurance premiums in terms of this Agreement and thereby causes the insurance coverage to diminish, terminate or expire.
  - xiii) The Concessionaire has leased, mortgaged, assigned, transferred or created any lien or Encumbrance on the whole or any part of the Project Site or Project Facilities, save and except as expressly permitted by this Agreement.

**(b) Authority Event of Default**

Any of the following events shall constitute an event of default by the Authority (“**Authority Event of Default**”), when not caused by a Concessionaire Event of Default:

- i. The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Concessionaire;
- ii. The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;

**9.2 Termination due to Event of Default**

**(a) Termination due to Parties Event of Default**

- i. Without prejudice to any other right or remedy under this Agreement, upon the occurrence of Event of Default, the Affected Party shall be entitled to terminate this Agreement by issuing a Preliminary Notice to other Party.
- ii. Within 30 days of receipt of Preliminary Notice, the other Party shall forward to the Affected Party its proposal to remedy/ cure the underlying Event of Default (the “**Authority Proposal to Rectify**”). In case of non submission of the Proposal to rectify by the other Party within the period stipulated therefore, the Affected Party shall be entitled to terminate this

Agreement by issuing Termination Notice.

- iii. If the Proposal to Rectify is forwarded by the other Party to the Affected Party within the period stipulated therefore, the other Party shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however the other Party fails to remedy/ cure the underlying Event of Default within such further period allowed, the Affected Party shall be entitled to terminate this Agreement by issuing Termination Notice.

**(b) Termination Notice**

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding Clause 9.2 (a) it shall issue Termination Notice setting out:

- a) In sufficient detail the underlying Event of Default;
- b) The Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- c) The estimated termination payment including the details of computation thereof; and,
- d) Any other relevant information.

**(c) Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- a) Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- b) The termination payment, if any, payable by the Authority in accordance with the following Clause 9.2 (e) is paid to the Concessionaire on the Termination Date and
- c) The Project Site and the Project Facilities are handed over to the Authority by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to the Authority.

**(d) Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

**(e) Termination Payments**

- i. Upon Termination of this Agreement on account of Concessionaire's Event of Default, the Authority shall be entitled to receive Termination Payment equal to 2 (two) times the Fee payable by the Concessionaire as on the 2<sup>nd</sup> year of entering into this Agreement immediately succeeding the Termination Date and appropriate the Performance Security.
- ii. Upon Termination of this Agreement on account of the Authority Event of

Default, the Authority shall release the Performance Security, subsisting if any.

### **9.3 Rights of the Authority on Termination**

- (a) Upon Termination of this Agreement for any reason whatsoever, the Authority shall upon making the Termination Payment, if any, to the Concessionaire have the power and authority to:
  - (i) enter upon and take possession and control of the Project Site and Project Facilities; and
  - (ii) prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/ dealing with the Project Facilities;
- (b) Notwithstanding anything contained in this Agreement, the Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the handback of the Project Site along with the Project Facilities by the Concessionaire to the Authority shall be free from any such obligation.

### **9.4 Accrued Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

### **9.5 Termination on Mutual Consent**

The Parties may mutually agree to terminate this Agreement at any point of time and in such an event, the estimated Termination Payments may also be mutually agreed by the Parties.

## **10. ARTICLE 10 - EXIT MANAGEMENT**

### **10.1 Ownership**

Without prejudice and subject to this Agreement, the ownership of the Project Site along with the Project Facilities, including all improvements made therein by the Concessionaire, shall at all-time remain that of the Authority.

### **10.2 Concessionaire's Obligations**

- (a) Upon the expiry of the Agreement Period by efflux of time and in the normal course, the Concessionaire shall on the Expiry Date, hand back vacant and peaceful possession of Project Site and the Project Facilities to the Authority free of cost and in good operable condition.

- (b) At least 12 months before the Expiry Date a joint inspection of the Project Site and Project Facilities shall be undertaken by the Authority and the Concessionaire. The Authority shall, within 45 (forty five) days of such inspection prepare and furnish to the Concessionaire a list of works, if any, to be carried out so as to keep the Project Facilities in good operational condition. The Concessionaire shall promptly undertake and complete such works at least 4 (four) months prior to the Expiry Date and also ensure that the Project Facilities continue to meet such requirements until the same are handed back to the Authority on the Expiry Date.
- (c) The Authority shall, within 45 (forty five) days of the joint inspection under-taken under Clause 10.2(b) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to the Authority along with the Project Site and Project Facilities.
- (d) The Concessionaire hereby acknowledges Authority's rights specified in Article 9.3 enforceable against it upon Termination and its corresponding obligations arising there from. The Concessionaire undertakes to comply with and discharge promptly all such obligations.

## **11. ARTICLE 11 - DISPUTE RESOLUTION**

### **11.1 Amicable Resolution**

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "**Dispute**") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 11.1 (b) below.
- (b) Either Party may require such Dispute to be referred to the Authority, and the Chief Executive Officer/Director/Partner of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 11.2 below.

### **11.2 Arbitration**

#### **(a) Procedure**

Subject to the provisions of Article 11.1, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996.

#### **(b) Place of Arbitration**

The place of arbitration shall ordinarily be (city name) by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

#### **(c) English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and,

if oral hearings take place, English shall be the language to be used in the hearings.

**(d) Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

**11.3 Performance during Dispute Resolution**

Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

**12. ARTICLE 12 - REPRESENTATIONS AND WARRANTIES**

**12.1 Representations and Warranties of the Concessionaire**

The Concessionaire represents and warrants to the Authority that:

- (a) It is duly organized, validly existing and in good standing under the laws of India;
- (b) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to undertake the Project;
- (d) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire 's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (f) there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (g) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- (h) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (i) subject to receipt by the Concessionaire from the Authority of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all

rights and interests of the Concessionaire in and to the Project shall pass to and vest in the Authority on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or the Authority ;

- (j) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (k) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project, and the information provided by the Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby conagencies that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire.

## **12.2 Representations and Warranties of the Authority**

The Authority represents and warrants to the Concessionaire that:

- (a) The Authority has full power and authority to grant the Project;
- (b) The Authority has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes the Authority 's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (d) There are no suits or other legal proceedings pending or threatened against the Authority in respect of the Project Site or the Project Facilities.

## **12.3 Obligation to Notify Change**

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

## **13. ARTICLE 13 - MISCELLANEOUS**

### **13.1 Assignment and Charges**

The Concessionaire shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the

Authority.

The Concessionaire shall also not create nor shall permit to subsist any Encumbrance over the Project except with prior consent in writing of the Authority, which consent the Authority is entitled to decline without assigning any reason whatsoever.

### **13.2 Interest and Right of Set Off**

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at SBI PLR plus 5% per annum from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this Article 13.2 shall neither be deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

### **13.3 Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India. The Courts at (Place of ARHCs) shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **13.4 Waiver**

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
  - (i) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
  - (ii) Shall not be effective unless it is in writing and executed by a duly autho-rized representative of such Party; and
  - (iii) Shall not affect the validity or enforceability of this Agreement in any man-ner.
- (b) Neither the failure by either Party to insist on any occasion upon the perfor-mance of the terms, conditions and provisions of this Agreement or any obliga-tion hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

### **13.5 Survival**

Termination of this Agreement

- (a) shall not relieve the Concessionaire or the Authority of any obligations al-

ready incurred hereunder which expressly or by implication survives Termination hereof, and

- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

**13.6 Amendments**

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

**13.7 Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below: If to the Concessionaire:

.....  
.....

Or such address, telephone no and email, as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address,

**13.8 Severability**

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

**13.9 No Partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting

a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

**13.10 Language**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**13.11 Exclusion of Implied Warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

**13.12 Counterparts**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

SIGNED SEALED AND DELIVERED  
For and on behalf of PROJECT AUTHORITY:

(Signature) (Name) (Designation)

For and on behalf of \_\_\_\_\_(Concessionaire) by:

(Signature)  
(Name)  
(Designation)

In the presence of :

- 1) 2)

### **SCHEDULE 3- REPORTING REQUIREMENTS**

The reporting and information that generally need to be provided by the Concessionaire are given below. The requirements given below are indicative of the type of information to be provided. The format of such reports, recording requirements, software standards and number of copies required would be finalized in consultation with the Project Authority. All reports and records shall be in the English language.

#### **1. Monthly Repair/Retrofit – Develop – Operate- Transfer (RDOT) Report**

During the Repair/ Retrofit/ Development Period, within 7 (seven) days of the end of each month, the Concessionaire shall provide to the Authority a monthly report (Monthly Repair/ Retrofit/ Development) containing the progress made, identify slippages if any, and project the future activities to be undertaken (including rectifications as per ToR).

#### **2. Yearly Operation and Management Report**

During the Agreement Period, within 7 days of the end of each year, the Concessionaire shall provide to the Authority a yearly report on operation and management which shall be done as per ToR.

**SCHEDULE 4 – JOINT INSPECTION REPORT**

**SCHEDULE 5 - LETTER OF AWARD ISSUED TO THE CONCESSIONAIRE**

**No.**

**Date:**

**Mr**

**Phone: Email Id:**

**Dear Sir,**

**SCHEDULE 6 – FINANCIAL PROPOSAL OF THE CONCESSIONAIRE**

## SCHEDULE 7 – APPROVED PROJECT IMPLEMENTATION PLAN

Insert the Approved Project Implementation Plan with respect to the ARHCs for which the successful bidder is entering into this agreement

**Implementation Plan shall include the following:**

### 1. Repair/ Retrofit/ Development Works

#### A. Housing Component

Repair/ Retrofit of housing components include following activities (actual list to be included as suggested by Project Authority based on the requirement) with bar chart giving time frame for execution of work:

Component	Details of work required
<b>Housing</b>	Repair/Retrofit of existing houses including following: <ol style="list-style-type: none"> <li>(a) Repair/ replacement of brickwork,</li> <li>(b) Repair of Plasters</li> <li>(c) Making openings in B/W as per directions or as required</li> <li>(d) Removing of old putty and replacing with new or repairing as decided by ULB</li> <li>(e) Renewing of glass panes</li> <li>(f) Fixing of tiles on floor ,wall ,dado</li> <li>(g) Renewing of M.S work</li> <li>(h) Cleaning and desilting of gully trap chamber</li> <li>(i) Cleaning of choked sewer line</li> <li>(j) Fixing of Water Closet squatting Pan along with its traps('S' or 'P')</li> <li>(k) Repair/ replacement of door shutters, Chowkhats</li> <li>(l) Fixing of kitchen slab, sink dado as required.</li> <li>(m) Repair of parapet</li> <li>(n) Fixing / replacement of hinges, L drop and other hardwares</li> <li>(o) Providing Water proofing treatment (from the specialized agency) in wet areas of building including roof and below the water tanks.</li> <li>(p) Repair of staircase</li> <li>(q) Fixing of Hardware, C.I. Fittings, G.I. fittings as per instructions from ULB</li> <li>(r) Internal and external white washing, distempering, painting as per requirement of the building and also instructions from the ULB</li> </ol>
<b>Infrastructure Components</b>	Repair/ replacement /retrofitting of the following infrastructure (within campus) components as per given specification: <ol style="list-style-type: none"> <li>a) Water Supply</li> <li>b) Sewerage/ Septage</li> <li>c) Storm Water Drains</li> <li>d) Repairing or constructing of internal roads</li> <li>e) Mechanical Work, DG set</li> <li>f) Rain water harvesting</li> <li>g) Development of external area which is damaged or not</li> </ol>

	<p>done</p> <p>h) Repairing or constructing of boundary wall</p> <p>i) External Electrical work</p> <p>j) Using power saving street lights/lights is mandatory</p> <p>k) Redevelopment of parks and other amenities</p>
<b>Development of Social/ Neighborhood commercial Amenities</b>	<p>a) Health Centre</p> <p>b) Creche</p> <p>c) Anganwadi</p> <p>d) Shops</p> <p>e) Milk booth</p> <p>f) ATM</p> <p>g) Others, (ULB to specify)</p>
<b>NOTE:</b> Above details are suggestive works only. However, State/UT/ Parasatals may include or exclude any work as per project requirement.	

### **B. Infrastructure components**

Repair/ replacement /retrofitting of the following infrastructure components as per given specification (actual list and specification to be as suggested by the Project Authority) with bar chart giving time frame for execution of work.

<b>Component</b>	<b>Details of work required</b>
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<b>1. Preventive Maintenance</b>	<ol style="list-style-type: none"> <li>1. Cleanliness of roofs, inlet of rain water pipes, Khurra, Chhajja/sunshade top, outlet of rain water pipes, plinth protection and drains minimum twice a year and particularly before monsoon. <ol style="list-style-type: none"> <li>a. Cracks on gola and top of parapet</li> <li>b. Cleanliness and waterproofing of mumty roof</li> <li>c. Leakage from terrace tanks</li> </ol> </li> <li>2. Damage of water proofing due to installation of various services on roof like Dish antenna, solar panels, etc or weed/vegetation.</li> <li>3. Cracks on grit plaster, spilling of concrete, cladding stone coming out of substrate etc</li> <li>4. Leakages/seepages</li> <li>5. Rusting of GI pipes and fittings showing seepage</li> <li>6. Shafts for the leakage/seepage</li> <li>7. Sagging false ceiling</li> <li>8. Termite affected areas and wooden members</li> <li>9. The cleaning of manholes and sewer line and checking for rain water getting mixed in sewer lines.</li> <li>10. Damaged cables &amp; other abandoned service lines</li> <li>11. Electrical systems like main boards etc. should be checked annually.</li> <li>12. Fire services particularly during hot weather and assessment of electric load due to additional services installed</li> <li>13. Whether unprotected heaters in use likely to cause fire inside</li> <li>14. Annual Maintenance</li> </ol>
<b>2. Day to Day maintenance:</b> <ol style="list-style-type: none"> <li>a) Removing Chokage of drainage pipes,</li> <li>b) Manholes, restoration of water supply,</li> <li>c) Repairs to faulty switches,</li> <li>d) Watering of plants,</li> <li>e) Lawn mowing ,hedge cutting,</li> <li>f) Street Sweeping</li> </ol>	
<b>3. Annual Repair and Maintenance</b>	Annual maintenance including White washing, Colour washing, Distempering, painting etc.

### C. Development of Additional Amenities

Additional amenities, as required, such as convenience shops, rest rooms, common room, milk booth etc with detailed architectural Drawings and specification and bar chart giving time frame for execution of work to be included.

**NOTE:** Above A), B) and C) are the few listed and suggestive work which should be carried out in JnNURM & RAY houses in RDOT model. The State/UT Government listing of work will be final and Concessionaire should follow the instructions as given by ULBs.

### 2) Operation and Maintenance (O & M)

A detailed Operation and Maintenance Manual with the approval of the Project

Authority to be added.

The O & M Manual may be prepared on the basis of CPWD Operation and Maintenance Manual or State/UT's own ) O & M Manual for such complexes.

### **The O & M may include the following**

#### **2.1 Preventive Maintenance**

- I. Cleanliness of roofs, inlet of rain water pipes, Khurra, Chhajja/sunshade top, outlet of rain water pipes, plinth protection and drains minimum twice a year and particularly before monsoon.
  - a. Cracks on gola and top of parapet
  - b. Cleanliness and waterproofing of mumty roof
  - c. Leakage from terrace tanks
- II. Damage of water proofing due to installation of various services on roof like Dish antenna, solar panels, etc or weed/vegetation.
- III. Cracks on grit plaster, spalling of concrete, cladding stone coming out of substrate etc
- IV. Leakages/seepages
- V. Rusting of GI pipes and fittings showing seepage
- VI. Shafts for the leakage/seepage
- VII. Sagging false ceiling
- VIII. Termite affected areas and wooden members
- IX. The cleaning of manholes and sewer line and checking for rain water getting mixed in sewer lines
- X. Damaged cables & other abandoned service lines
- XI. Electrical systems like main boards etc. should be checked annually.
- XII. Fire services particularly during hot weather and assessment of electric load due to additional services installed
- XIII. Whether unprotected heaters in use likely to cause fire inside
- XIV. Annual Maintenance

#### **2.2 Day to Day maintenance**

- a) Removing Chokage of drainage pipes,
- b) Manholes, restoration of water supply,
- c) Repairs to faulty switches,
- d) Watering of plants,
- e) Lawn mowing ,hedge cutting,
- f) Sweeping of leaf falls etc.

#### **2.3 Annual Repair – may include the following:**

- a) White washing,
- b) Colour washing,
- c) Distempering, painting etc.

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The Joint Secretary & Mission Director (Housing for All)  
Ministry of Housing and Urban Affairs  
Government of India  
Room No. 116, G-\wing, Nirman Bhawan, New Delhi  
Tel: 011-23061419, Fax: 011-23061420  
E-mail: [jshfa-mhupapgov.in](mailto:jshfa-mhupapgov.in)  
Website: <https://arhc.mohua.gov.in>