

प्रधानमंत्री आवास योजनेंतर्गत सार्वजनिक-खाजगी भागीदारी (PPP) तत्वावरील प्रकल्पांसाठी केंद्र सरकारने निर्गमित केलेल्या प्रतिकृतीची (Model) राज्यात अंमलबजावणी सुलभ होण्याकरीता निर्गमित करावयाच्या प्रस्ताव मंजूरीच्या सूचनां (Request For Proposal) तथा मार्गदर्शक सूचनांबाबत...

महाराष्ट्र शासन
गृहनिर्माण विभाग

शासन परिपत्रक क्रमांक: प्रआयो.२०१७/प्र.क्र.१२/गृनिधो-२/शिकाना

मादाम कामा मार्ग, हुतात्मा राजगुरु चौक,
मंत्रालय, मुंबई-३२.
दिनांक : २४ जानेवारी, २०१८.

वाचा -

शासन निर्णय क्रमांक: प्रआयो.२०१७/प्र.क्र.१२/गृनिधो-२/शिकाना, दि.११.०१.२०१७.

शासन परिपत्रक -

प्रधानमंत्री आवास योजनेंतर्गत सार्वजनिक-खाजगी भागीदारी (PPP) तत्वावरील प्रकल्पांसाठी केंद्र सरकारने निर्गमित केलेल्या प्रतिकृतीची (Model) राज्यात अंमलबजावणी करण्याबाबत दि.११.१.२०१८ रोजी शासन निर्णय निर्गमित करण्यात आला आहे. विषयांकीत धोरणाची राज्यात प्रभावी अंमलबजावणी करण्यासाठी सदर शासन निर्णयानुसार निविदा प्रक्रिया राबविणे, खाजगी विकासकांची निवड करणे, जमिनीची निवड करणे आणि तदनुषंगिक बाबीं संदर्भात सविस्तर प्रस्ताव मंजूरीच्या सूचनां (Request For Proposal) निर्गमित करणे क्रमप्राप्त होते. त्यानुसार सार्वजनिक-खाजगी-भागीदारी (PPP) धोरणांतर्गत निविदा स्वीकारून सुयोग्य जमीन व विकासकांची निवड करण्याची प्रक्रिया संपूर्ण राज्यभर एकसारखी असावी, तसेच सदर प्रक्रियेत सुसूत्रता आणि एकरूपता रहावी याकरीता सर्वसाधारण सूचना निर्गमित करण्याची बाब शासनाच्या विचाराधीन होती.

वर नमूद पार्श्वभूमीवर सदरहू परिपत्रकासोबत प्रस्ताव मंजूरीच्या सूचनां (Request For Proposal) तथा मार्गदर्शक सूचना निर्गमित करण्यात येत आहेत. सदर धोरणानुसार निविदा प्रक्रिया राबविणे, खाजगी विकासकांची निवड करणे, जमिनीची निवड करणे आणि तदनुषंगिक बाबीं संदर्भातील कार्यवाही पुढील स्तरावर संबंधित यंत्रणेकडून करण्यात येईल.

अ.क्र.	कार्यक्षेत्र	अंमलबजावणी यंत्रणा
१	महानगरपालिका	संबंधित महानगरपालिका
२	नगरपालिका/नगरपंचायत	म्हाडाचे संबंधित प्रादेशिक मंडळ
३	CIDCO, नागपूर सुधार प्रन्यास, पुणे महानगर प्रदेश विकास प्राधिकरण, औरंगाबाद महानगर प्रदेश विकास प्राधिकरण, नागपूर महानगर प्रदेश विकास प्राधिकरण, नाशिक महानगर प्रदेश विकास प्राधिकरण	संबंधित यंत्रणा

त्या अनुषंगाने प्रधानमंत्री आवास योजनेतर्गत सार्वजनिक-खाजगी धोरणाची अंमलबजावणी करण्यासाठी या परिपत्रकासोबत प्रस्ताव मंजूरीच्या सूचनां (Request For Proposal) चा मसुदा जोडला आहे. सर्व संबंधित यंत्रणांनी या प्रस्ताव मंजूरीच्या सूचनांचे काटेकोरपणे पालन करावे. सदर प्रस्ताव मंजूरीच्या सूचना विचारात घेऊन निविदा प्रक्रिया राबविण्यात यावी. तसेच निवीदेतील बाबींच्या अनुषंगाने खाजगी विकासक आणि जमिनींची निवड करून त्याबाबतचा सविस्तर प्रकल्प अहवाल (DPR) सुकाणू अभिकरण म्हाडाकडे मंजूरी व पुढील कार्यवाहीस्तव सादर करण्याची काळजी संबंधित अंमलबजावणी यंत्रणांनी घ्यावी.

सदर शासन परिपत्रक महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संगणक संकेतांक २०१८०१२४१२३६३५५१०९ असा आहे. हा आदेश डिजिटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

(रा.कों.धनावडे)

उप सचिव, महाराष्ट्र शासन

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- २) मा.मुख्यमंत्री यांचे प्रधान सचिव, मंत्रालय, मुंबई-३२.
- ३) मा.मंत्री (गृहनिर्माण) यांचे स्वीय सहायक, मंत्रालय, मुंबई-३२.
- ४) मा.राज्यमंत्री (गृहनिर्माण) यांचे स्वीय सहायक, मंत्रालय, मुंबई-३२.
- ५) मा.विरोधी पक्षनेता, महाराष्ट्र विधानसभा, म.वि.स., मुंबई.
- ६) मा.विरोधी पक्षनेता, महाराष्ट्र विधानपरिषद, म.वि.स., मुंबई.
- ७) मा.मुख्य सचिव, महाराष्ट्र शासन, मंत्रालय, मुंबई-३२.
- ८) उपाध्यक्ष व मुख्य कार्यकारी अधिकारी, महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण, गृहनिर्माण भवन, वांद्रे (पूर्व), मुंबई-५१.
- ९) व्यवस्थापकीय संचालक, शिवशाही पुनर्वसन प्रकल्प मर्यादित, वांद्रे (पूर्व), मुंबई-५१.
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- ११) मुख्य कार्यकारी अधिकारी, धारावी पुनर्वसन प्रकल्प, गृहनिर्माण भवन, वांद्रे (पूर्व), मुंबई-५१.
- १२) संचालक, नगरपरिषद प्रशासन संचालनालय, मुंबई.
- १३) निवडनस्ती/गृनिधो-२ कार्यासन, गृहनिर्माण विभाग, मंत्रालय, मुंबई-३२.

Tender No.:

REQUEST FOR PROPOSAL

Proposal for development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode on Private Land Based Model under Affordable Housing in Partnership (AHP) vertical in _____ area

Date of Issue:

RFP Price:

Issued By:

<<Name, Address and Contact details of the respective Public Authority>>



सत्यमेव जयते

Government of Maharashtra

<Name of the Public Authority>

<Address of the Public Authority>

Tender Notice inviting applications for Public Private Partnership on Private Land under AHP in PMAY (U)

<<Name of Public Authority>> invites application for development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode on Private Land Based Model under Affordable Housing in Partnership (AHP) vertical in _____ area.

Details such as bid documents, last date of application, date of prebid conference etc. will be available from __/__/____ on following e-Tender portal: https://_____. All interested parties may apply online through this portal.

Sd/-

<Name of the PUBLIC AUTHORITY>

<Address of the PUBLIC AUTHORITY >

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Disclaimer

- 1 <<Name of Public Authority>>, Maharashtra (hereinafter referred to as ‘ _____ ’ or ‘Nodal Agency’) has issued this Request for Proposal (hereinafter referred to as “RFP”) for “*Proposal for development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode on Private Land Based Model under Affordable Housing in Partnership (AHP) vertical in _____ area*”, on such terms and conditions as set out in this RFP document, including but not limited to the technical specifications set out in different parts of this RFP document.
- 2 This RFP has been prepared with an intention to invite prospective applicants / bidders and to assist them in making their decision on whether or not to submit a Bid. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their Bids. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for <<Name of Public Authority>> to consider the investment objectives, financial situation and particular needs of each bidder.
- 3 <<Name of Public Authority>> has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not solely rely on the information contained in this RFP in submitting their Bid. This RFP includes statements, which reflect various assumptions and assessments arrived at by <<Name of Public Authority>> in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.
- 4 This RFP is not an agreement by and between <<Name of Public Authority>> and the prospective bidders or any other person. The information contained in this RFP is provided on the basis that it is non-binding on <<Name of Public Authority>>, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. <<Name of Public Authority>> makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. The bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. The bidders are also requested to go

through the RFP document in detail and bring to notice of <<Name of Public Authority>>, any kind of error, misprint, inaccuracies, or omission in the document. <<Name of Public Authority>> reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. <<Name of Public Authority>> also reserves the right to decline to discuss the project further with any party submitting a Bid.

- 5 No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Bid. The bidder shall bear all costs arising from, 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 <<Name of Public Authority>> or any other costs incurred in connection with or relating to its bid.
- 6 Issue of this RFP does not imply that <<Name of Public Authority>> is bound to select and pre-qualify bids for bid stage or to appoint the selected bidder, as the case may be, for the project and <<Name of Public Authority>> reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
- 7 <<Name of Public Authority>> 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.
- 8 <<Name of Public Authority>>, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of bidder for participation in the Bidding Process) towards any applicant or bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
- 9 <<Name of Public Authority>> also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statement contained in this RFP.
- 10 Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to <<Name of Public Authority>>.

Such valid suggestions if so required, after review by <<Name of Public Authority>>, may be incorporated into this 'Request for Proposal' as a corrigendum, which shall be uploaded onto the e-tendering website.

Proposal for development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode on Private Land Based Model under Affordable Housing in Partnership (AHP) vertical in _____ area

1. Invitation of Proposal

- 1 <<Name of the Public Authority>> hereby invites proposal for development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode under Affordable Housing in Partnership (AHP) vertical in _____ area. The bidders are advised to study this RFP document carefully, before submitting their Bids in response to the RFP Notice. The submission of a Bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 2 The complete bidding document has been published on <<https:_____>> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required RFP Price and EMD.
- 3 To participate in online bidding process, bidders must have a valid Digital Signature Certificate (DSC).
- 4 The bidders (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and commercial Bid. The RFP Price, and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the RFP.
- 5 <<Name of Public Authority>> will not be responsible for delay in online submission due to any reason. For this, the bidders are requested to upload the complete bid well in advance so as to avoid any issues.

1.1. Key Events and Dates

Sr. No.	Information	Details
1.	Tender Starting Date (RFP Advertisement Date)	
2.	Last date for downloading the RFP document from https:// _____	
3.	Last date for submission of Pre Bid Queries on <<email ID>>	
4.	Date, Time and place of Pre- Bid Meeting	
5.	Release of response to valid queries would be available on	

Sr. No.	Information	Details
6.	Last Date (deadline) for submission of bids	
7.	Pre-Qualification Bid Opening Date [Envelop - A]	
8.	Technical Bid Opening Date [Envelop - B]	
9.	Commercial Bid Opening Date [Envelop - C]	
10.	Address for communication	<<Address of Public Authority>>

1.2. Other Important Information related to Bid

Sr. No.	Information	Details
1.	RFP Price	
2.	Earnest Money Deposit (EMD) (to be paid online)	
3.	Bid Validity Period	
4.	Performance Bank Guarantee (PBG)	
5.	Last date for furnishing Performance Bank Guarantee (PBG) in the Form of Bank Guarantee (By the successful bidder)	
6.	Last date for signing the Agreement	

2. Request for Proposal Process

This section includes important information related to RFP.

2.1. General Information and Guidelines

- 1 <<Name of Public Authority>> invites bids to this Request for Proposals (“RFP”) from eligible bidders as per the scope of work defined in Section 5 of this RFP.
- 2 This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.
- 3 All figures of costs, project values and others shall be mentioned in Indian Rupees only.
- 4 Bidder may submit more than one Bid for different locations. An entity bidding (a) individually, or (b) as a member of a Consortium, shall not be entitled to submit another bid for same location.

2.2. Consortium Conditions

The Bidder for participation in the Selection Process, may be (a) a single Entity or (b) a Consortium, coming together to execute the project. No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the Nodal Agency.

The bidders are allowed to form a Consortium subject to the following conditions:

- 1 The number of Consortium members cannot exceed <<Mention number of consortium partners>>, including the Lead Bidder.
- 2 The Lead Bidder along with the Consortium Partner will jointly submit the Bid and will be jointly signing a Contract with <<Name of Public Authority>>. The Contract / the Agreement will clearly specify the roles and responsibilities of the Lead bidder as well the Consortium Partner.
- 3 The primary responsibility of the execution of the Contract would be that of the Lead Bidder.
- 4 The Consortium members are jointly and severally liable towards <<Name of Public Authority>> in case the project is awarded to the Consortium for the performance of the contract and hence liable for all the obligations in relation to the scope of work mentioned in this RFP.
- 5 The Consortium Contract / Agreement should clearly specify the roles and responsibilities of Lead Bidder and Consortium Partner.

- 6 In case of a Consortium bid, the Lead Bidder would also need to submit the Agreement between the Consortium member for the Contract clearly indicating their scope of work, rights, obligations and liabilities, responsibilities and relationship. The agreement should also include the following details –
- A brief description of the roles and responsibilities of individual member; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
 - Include a statement to the effect that the member of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement;
 - Undertake that the Member shall comply with all lock-in requirements set forth in the RFP.
- 7 This Agreement should be prepared on a stamp paper of Rs. 100 and is required to be submitted along with the Pre-Qualification Bid.
- 8 The signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Authorities.
- 9 The Consortium Partner shall execute and submit along with the Technical Bid, Authority Letter in favor of the Lead Bidder which shall inter-alia, authorize the Lead Bidder to act for and on behalf of such member of the Consortium and do all acts as may be necessary to or for the performance under the contract.
- 10 The Consortium Agreement shall provide at least the following information in respect of the Consortium member that the Lead Bidder will engage to provide any of the services required under this RFP.
- Brief description of nature of products / services to be provided by Consortium Partner.
 - Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
 - Date, form and state of incorporation of the Consortium Partner;
 - Details of Contract Administrator (Name, business address, fax, phone and email address of individual responsible for administering any Contract that might result from this RFP)

- Company Principals (Name, title and business address)
- Current or prior successful partnerships with proposed Consortium Partner including Client reference (Contact name, phone number, dates when services were performed).

11 The Consortium Agreement concluded by the Lead Bidder and Consortium Partner should also be addressed to <<Name of Public Authority>> clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period.

12 Notwithstanding the Agreement, the responsibility of completion of job under the contract will be with the Lead Bidder.

13 Change of consortium Partner

- a. The role of Lead Bidder is non-transferrable and non-assignable in any form and to any organization including subsidiaries and / sister concerns of lead bidder.
- b. Consortium member (Not the Lead Bidder) may be replaced only under extreme circumstances such as non-performance or Insolvency or bankruptcy of the Consortium member. The replacement of Consortium member (Not the Lead Bidder) will happen with prior written approval of <<Name of Public Authority>>.
- c. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or Higher Financial, Technical, Legal Qualifications and higher credibility (at the description of <<Name of Public Authority>>) as the outgoing member, and to the satisfaction of <<Name of Public Authority>>. In the event <<Name of Public Authority>> does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member is not available/ found, the exit of the Consortium member (other than the Lead Member) shall constitute a breach of the contract leading to blacklisting of the bidders, termination of the contract and invoke Performance Bank Guarantee under the joint and severally liability commitment.
- d. The member of the consortium is required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges

in “Prohibited Practices”; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Bid either by itself or as part of a Consortium.

2.3. RFP Document Price

The bidders are requested to pay online RFP Price of **Rs. <<Price of RFP>>** through e-Tender Portal Payment Gateway. RFP Price is non-refundable. The RFP document can be downloaded from the portal: https://_____, on registration. Bids that are not accompanied by the RFP Price or accompanied with inadequate RFP Price, shall be considered non-responsive and will be rejected.

2.4. Earnest Money Deposit (EMD)

The bidders are requested to deposit the **EMD of Rs. <<EMD Price>>** through Online Payment Gateway as integrated in the [https://_____](https://_____.in).in e-tendering portal.

The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.

- 1 Bids submitted without the prescribed EMD will be rejected.
- 2 Unsuccessful bidder’s EMD shall be returned to the respective bidder.
- 3 EMD of Successful bidder will be returned after the award of contract and submission of the Performance Bank Guarantee within specified time and in accordance with the format given in the RFP.
- 4 EMD shall be non-transferable.
- 5 The EMD may be forfeited:
 - If a bidder withdraws his bid during the period of bid validity or its extended period, if any.
 - If successful bidder fails to sign the agreement or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
 - If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the **<<Name of Public Authority>>** regarding forfeiture of the Bid Security shall be final and binding upon bidders.

- If during the bid process, any information is found false/fraudulent/mala fide, then <<Name of Public Authority>> shall reject the bid and, if necessary, initiate legal action.

2.5. Pre-Bid Queries and Pre-Bid Meeting on RFP

<<Name of Public Authority>> will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are specified in Section –1.1. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.

The bidders shall send in their pre-bid queries as per the prescribed format specified in Annexure 1 of this RFP and email the same to <<email id>>.

It is at the discretion of <<Name of Public Authority>> to respond to valid and appropriate queries raised before or during the Pre-Bid meeting and published on https://_____. If required the corrigendum will be issued. This response of <<Name of Public Authority>> shall become integral part of RFP document.

2.6. Response to Pre-Bid Queries / Corrigendum / Amendment to the RFP

At any time prior to the deadline (or as extended by <<Name of Public Authority>>) for submission of bids, if required <<Name of Public Authority>> for any reason, whether at its own initiative or in response to clarifications requested by the bidder may modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP. Such supplements / corrigendum to the RFP issued by <<Name of Public Authority>> would be displayed on https://_____. Any such supplement / corrigendum / amendment shall be part of this RFP.

Any such supplement / corrigendum / amendment will be binding on all the bidders. <<Name of Public Authority>> will not be responsible for any misinterpretation of the provisions of this RFP document on account of the bidders' failure to update the Bid documents based on changes announced through the website.

In order to allow bidders a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, <<Name of Public Authority>>, at its discretion, may extend the deadline for the submission of bids.

2.7. Completeness of Response

- 1 The bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. The submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2 The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a Bid not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its Bid and forfeiture of the bid EMD.

2.8. Proposal Preparation Cost

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Bid, in providing any additional information required by <<Name of Public Authority>> to facilitate the evaluation process, and all other related activities of the Bid process. This RFP does not commit <<Name of Public Authority>> to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of the Project.

2.9. Right to Termination

<<Name of Public Authority>> may terminate the RFP process at any time and without assigning any reason. <<Name of Public Authority>> makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by <<Name of Public Authority>>. The bidder's participation in this process may result in <<Name of Public Authority>> selecting the bidder to engage towards execution of the contract. In the event of such termination, EMD shall be returned, without any interest.

2.10. Authentication of Bids

The Bid document should be completely read and understood by the bidder, the various terms and conditions mentioned in the RFP would be binding upon the bidder. The bidder should make a declaration of the same in the format attached in Annexure 6 and to be submitted along with Pre-Qualification documents. A

letter of authorization in the name of the person signing the Bid documents shall be supported by a written Power-of-attorney accompanying the Bid.

2.11. *Interlineation of Bids*

The bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

2.12. *Late Bids*

The bids submitted on the e-tendering portal after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

2.13. *Patent Claim*

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the solution or any part thereof, the bidder shall expeditiously extinguish such claim. If the Successful bidder fails to comply then Successful Bidder should pay the required compensation to a third party resulting from such infringement. The bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees.

3. Bid Submission Instructions

3.1. Online Bid Submission

- 1 The bidder shall submit the bid online through e-tendering Portal <https://>
- 2 To view- RFP Notice, Detailed Time Schedule, RFP Document and its supporting documents, kindly visit following e-Tendering website <https://>
- 3 The bids submitted, shall comprise of the following three envelopes:

In this bid, three envelope / cover system has been adopted:

- I. Envelope A: Pre-Qualification Bid
- II. Envelope B: Technical Bid
- III. Envelope C: Commercial Bid

4 The table below gives details of the documents required in each envelop.

Table: Documents Required			
Sr. No.	Document Type	Document Format	Online Submissio
RFP Price, EMD and Eligibility Details- Envelope – A			
1.	Pre-Qualification Bid	<p>The Pre-qualification Bid shall be prepared in accordance with the requirements specified in Section 3.2 of this RFP. The list of documents to be submitted is as mentioned in Annexure 2 of this RFP.</p> <p>Each page of the Pre-qualification Bid should be signed and stamped by the Authorized Signatory of the Bidder. Pre-qualification Bid should be submitted through online bid submission process only.</p>	Yes
Technical Bid – Envelope B			
2.	Technical Bid	<p>The Technical Bid shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Section 3.3 of this RFP. The list of documents to be submitted is as mentioned in Annexure 3 of this RFP.</p> <p>Each page of the Technical Bid should be signed and stamped by the Authorized Signatory of the Bidder. Technical Bid should be submitted through online bid submission process only.</p>	Yes

Table: Documents Required			
Sr. No.	Document Type	Document Format	Online Submissio
Commercial Bid – Envelope –C			
3.	Commercial Bid	<p>The prices of the 50% of the houses constructed on the total available construction area, shall be decided as per the prevailing pricing policy of MHADA. If at any particular location, the proposal received from multiple private parties exceeds the demand registered for that location, then the private party who is willing to price maximum percentage of dwelling units (over and above 50%) as per the prevailing pricing policy of MHADA, shall be selected as final bidder.</p> <p>The Commercial Bid to be submitted online, as per Annexure 4</p>	Yes

- a) The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
- b) Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid submitted by the bidder.
- c) It shall be the sole responsibility of the bidder to ensure that all the documents required for the Pre-Qualification, Technical and Commercial Evaluation of the bid are uploaded on the portal well within time and <<Name of Public Authority>> shall not entertain any representation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.
- d) <<Name of Public Authority>> will not accept delivery of Bid and any other supporting documents, in any manner other than that specified in this RFP. The Bid delivered in any other manner shall be treated as defective, invalid and rejected. Under no circumstances, any physical documents will be accepted after the submission of bid.

- e) It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which <<Name of Public Authority>> reserves the right to reject the Bid.
- f) It shall be the responsibility of the bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory.

3.2. Pre - Qualification Criteria

The bidders shall be evaluated based on the Eligibility Criteria mentioned below. The bidders should fulfill all of the following eligibility criteria independently, as on the date of submission of bid.

S. No.	Eligibility Criteria	Supporting Documents
Organization Background		
1.	The Sole Bidder or, in case of Consortium, the Lead Bidder must be registered under the Indian Companies Act, 1956 (or 2013) or India Partnership Act, 1932 or Limited Liability Partnership Act, 2008	Certificate of Incorporation and changes thereto issued by Government Authority
2.	The Sole Bidder or, in case of a Consortium , the Lead Bidder and the Consortium Partner must have in their name, a PAN with Income Tax authority in India	Copy of the PAN Card signed by the Authorized Signatory of the Lead Bidder and Consortium Partners. Also should have copy of Income Tax clearance certificate or IT returns paid for financial year 2016-17.
3.	The Sole bidder or in case of Consortium, the Lead Bidder and the Consortium Partner must not have been blacklisted for fraudulent practices by any of its clients, Central Government / State Government / UT Government / PSUs in India or any other public authority as on the date of submission of the bid	Self-certification signed by the Authorized Signatory, on the company letter head from Lead Bidder and Consortium Partner

4.	The Sole bidder or in case of Consortium, the Lead Bidder should submit self-certification that they shall register the project under MahaRERA as per prevailing rules and regulations.	Self-certification signed by the Authorized Signatory, on the company letter head from Lead Bidder
Land Details		
1.	Title of the land: The title of the land must stand in the name of the private party at the time of bidding. In case of a firm the title should stand in the name of the firm (or its partners) or in case of individual the title should be in the name of such individual. The party shall also submit Full Property Title Search Report.	7/12 of the land and other relevant supporting documents.
2.	Encumbrances: Land should be vacant and free from all encumbrances, encroachments, charges, liens, leases, pledges, mortgages and litigations of any nature, which affects the implementation of the project. The land should not be under acquisition by any authority.	Self-certification signed by the Authorized Signatory, on the company letter head from Lead Bidder
3.	Land Possession: The possession of the land should be absolutely with the private party (firm or individuals as the case may be).	Self-certification signed by the Authorized Signatory, on the company letter head from Lead Bidder
4.	Affordable housing construction should be possible on the proposed land	Self-certification signed by the Authorized Signatory, on the company letter head from Lead Bidder
5.	The land should be within the Public Authority notified area and fringe area as approved under PMAY (U)	Certification from the respective Public Authority

Note:

- 1 It is mandatory to submit the specified documents in support of the above eligibility criteria and the company/firm/agency is likely to be disqualified should it fail to provide any of the specified documents.
- 2 Change in Eligibility Criteria: If there is a change in the status of the bidder with reference to any of the eligibility criterion specified above, during the bid process

till the award of the project, the bidder should immediately bring the same to the notice of <<Name of Public Authority>>.

- 3 Bidders are required to furnish compliance of all the Sections mentioned in this RFP, bringing out clearly deviation if any. The Bidder should submit the compliance statement in the following format in the Pre-Qualification Bid Envelop.

No Deviation Statement			
Section of the RFP document	Compliance to the Section of the item offered.	Whether there are any Deviations from the respective Section of the RFP Yes / No.	In case of Non Compliance, deviation from respective section of RFP to be indicated in Unambiguous term.
1	2	3	4

Signature of the Bidder with Rubber Stamp

Bidders who fulfill all the Pre-Qualification criterias, will be considered for further Technical Evaluation.

Committee Members decision will remain final in this matter and would be binding upon the bidder.

3.3. *Technical Evaluation*

The bidder who secures 70 or more marks out of 100 in the Technical Evaluation shall only be considered for further commercial evaluation. The bidder who secures less than 70 marks in the Technical Evaluation will be rejected and their Commercial Bid will not be opened.

S.N.	Eligibility Criteria	Scoring
A. Organization Strength		
1.	Bid Capacity of Sole Bidder / Lead Bidder Calculation:	Bid Capacity of Bidder > Estimated Project Cost= 5 Marks

S.N.	Eligibility Criteria	Scoring
	<p>Bid capacity of Bidder= 2*A*N</p> <p>Where:</p> <p>A = Turnover of Bidder in the previous financial year</p> <p>N = Number of Years of Tendered Work</p>	<p>Bid Capacity of Bidder > 1.5 times Estimated Project Cost = 10 Marks</p>
B. Land Details		
1.	<p>Land Access: location (roads, connecting services like water, electricity, waste removal) - to be considered for feasibility of developing the site</p>	<p>a) adjacent to public roads and domestic services i.e. utilities and main drainage system, accessible for waste removal and requiring no additional infrastructure – 15 marks</p> <p>b) access within 100m to public roads and Domestic services, requiring some additional infrastructure to be provided and access issues to be addressed – 10 marks</p> <p>c) access greater than 100m to roads and domestic services and for waste removal, requires additional infrastructure to be provided and access issues to be addressed – 5 marks</p> <p>d) access difficult greater than 500m to roads and domestic services and for waste removal, involves property demolition, major excavation and will require major provision of new infrastructure and serious access issues to be addressed – 0 marks</p>
2.	<p>Land Conversion – The land should be eligible for Housing</p>	<p>a) No Land Conversion required – 5 marks</p> <p>b) Minimal Land Conversion required - 2 marks</p> <p>c) Majority Land conversion required – 0 marks</p>
3.	<p>Rights of Way – to be considered for feasibility of developing the site</p>	<p>a) No rights of way on or accessing the site that are apparent from a visual inspection – 5 marks</p>

S.N.	Eligibility Criteria	Scoring
		<p>b) potential rights of way on or accessing the site require investigation and may involve legal access issues being addressed – 3 marks</p> <p>c) limited rights of way on or accessing the site require investigation and will involve some legal access issues being addressed – 1 mark</p> <p>d) major rights of way on or accessing the site require investigation and will involve some legal access issues being addressed – 0 marks</p>
4.	Unneighbourly sites - to be considered for feasibility of developing the site and for promotion of healthy life styles.	<p>a) there are no unneighbourly factors affecting this site. – 5 marks</p> <p>b) the site is situated within 300m from an electricity pylon/line, a source of industrial, highways or otherwise pollution (e.g chemical, air, noise or light resulting in nuisance or ill effects). – 3 marks</p> <p>c) the site is situated less than 100m from an electricity pylon/line, a source of industrial, highways or otherwise pollution (e.g chemical, air, noise or light, resulting in nuisance or ill effects). – 1 mark</p> <p>d) the site is situated less than 50m from an electricity pylon/line, a source of industrial, highways or otherwise pollution (e.g chemical, air, noise or light, resulting in nuisance or ill effects). – 0 mark</p>
5.	Flood Risk: ground water saturation and surface water drainage – avoidance of flood risk on sites, adjoining and other areas in order to protect people and property from the risk of flooding.	<p>a) well drained soil – 5 marks</p> <p>b) mostly drained soil – 3 marks</p> <p>c) poorly drained soil saturated after any rain – 1 mark</p> <p>d) no drainage of soil – 0 marks</p>

S.N.	Eligibility Criteria	Scoring
6.	Sustainability: public transport, buses - site choices should wherever possible reduce the need to travel and promote more sustainable transport choices, promote healthy life styles and improve air quality (reduce air pollution) by encouraging use of public transport rather than use of private cars	<p>a) there is an existing bus route with easy access on site (less than 10 min walk) and good bus frequency – 5 marks</p> <p>b) there is an existing bus route with easy access (less than 10 min walk) on site but poor bus frequency – 3 marks</p> <p>c) there is an existing bus route with more than 10 minutes’ walk and good bus frequency – 1 mark</p> <p>d) there is an existing bus route more than 10 minutes’ walk away but there is poor bus frequency – 0 mark</p>
7.	Sustainability: access to retail amenities - site choices should wherever possible be located within close walking distance (approx 5 mins) to shops and other retail amenities,	<p>a) the Site is within 5 minutes walking distance of local shops and/ or amenities.-5 marks</p> <p>b) the Site is within 10 minutes walking distance of local shops and/ or amenities.- 3 marks</p> <p>c) the Site is within 20 minutes walking distance of local shops and/ or amenities – 1 mark.</p> <p>d) the site is more than 20 minutes from local shops and/ or amenities and it is likely that people will travel by car or bus rather than walk to them. – 0 marks</p>
8.	Local infrastructure: schools, Health Care Centres - site choice should take into account location of Schools, Hospitals etc. with available places, site choice should not have a detrimental affect on existing provision or facilities;	<p>a) there are existing Schools & Health Care Facilities with available places within 10 minutes – 10 marks</p> <p>b) there are existing Schools & Health Care Facilities with available places within 10 to 20 minutes – 5 marks</p> <p>c) there are existing Schools & Health Care Facilities with available places within a short bus or car journey of not more than 15 minutes. – 3 mark</p> <p>d) new Schools & Health Care provision will be needed – 0 marks</p>

S.N.	Eligibility Criteria	Scoring
9.	Cultural, religious and recreational facilities: libraries, places of worship, cinemas, sports & community centres, evening classes, play parks and open spaces - site choice must take into account access to cultural, religious and recreational facilities in order to promote equality of access and assist with engagement of local community	a) there are existing cultural, religious and recreational facilities within 10 minutes walk – 5 marks b) there are existing cultural, religious and recreational facilities within 10 to 20 minutes walk – 3 marks c) there are existing cultural, religious and recreational facilities within a 15 minute bus or car journey.- 1 mark d) new cultural, religious and recreational facilities will be needed. – 0 marks
10.	Site Evaluation by Technical Committee	Max Marks – 30 marks
Total marks		100 marks

These are indicative criteria. The concerned public authority may add / modify criteria as per local environment, in the tender.

3.4. Commercial Bid

- 1 Private parties' who shall score minimum 70 out of 100 in technical criteria section 3.3, shall be eligible for financial evaluation.
- 2 The prices of the 50% of the houses constructed on the total available construction area, shall be decided as per the prevailing pricing policy of MHADA. If at any particular location, the proposal received from multiple private parties exceeds the demand registered for that location, then the private party who is willing to price maximum percentage of dwelling units (over and above 50%) as per the prevailing pricing policy of MHADA, shall be selected as final bidder.

3.5. Validity of the Bid

The bid shall be valid for a period of 180 days from the date of submission of Bid. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, <<Name of Public Authority>> may solicit the bidder's consent for an extension of the validity period.

3.6. *Corrections / errors in commercial Bid*

- 1 The bidders are advised to exercise adequate care in quoting the percentage area. No excuse for corrections in the quoted figures will be entertained after the Commercial Bids are uploaded.
- 2 The quoted percentage area shall be corrected for arithmetical errors.
- 3 In cases of discrepancy between the area quoted in words and in figures, higher of the two shall be considered.
- 4 The percentage area stated in the Commercial Bid, adjusted in accordance with the above procedure and as stated in **Annexure 4** of this RFP, shall be considered as binding on the bidder for evaluation.

3.7. *Conditions under which RFP is issued*

- 1 This RFP is not an offer and is issued with no commitment. <<Name of Public Authority>> reserves the right to withdraw the RFP and change or vary any part thereof, at any stage. <<Name of Public Authority>> also reserves the right to disqualify any bidder should it be so necessary at any stage, without assigning any reason.
- 2 Timing and sequence of events resulting from this RFP shall ultimately be determined by <<Name of Public Authority>>.
- 3 No verbal conversations or agreements with any official, agent, or employee of <<Name of Public Authority>> shall affect or modify any terms of this RFP and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of <<Name of Public Authority>> shall be superseded by the definitive agreement that results from this RFP process. Verbal communications by <<Name of Public Authority>> to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than <<Name of Public Authority>>.
- 4 Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against <<Name of Public Authority>> or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- 5 Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of <<Name of Public Authority>> to leave <<Name of Public Authority>> or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of <<Name of Public Authority>>.

3.8. Right to the content of Bid

All bids and accompanying documentation of the Pre-Qualification & Technical Bid will become the property of <<Name of Public Authority>> and will not be returned. <<Name of Public Authority>> is not restricted in its rights, to use or disclose any or all of the information contained in the Bid and can do so without compensation to the bidders. <<Name of Public Authority>> shall not be bound by any language in the Bid indicating the confidentiality of the Bid, or any other restriction on its use or disclosure.

3.9. Disqualification

The Bid is liable to be disqualified in the following cases or in case the bidder fails to meet the requirements as indicated in this RFP and does not comply with the requirements of this RFP.

- 1) The Bid is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Bid.
- 2) The Bid is received in incomplete form, not accompanied by all the requisite documents.
- 3) The information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any
- 4) The Commercial Bid is enclosed with the Technical Bid.
- 5) The bidder tries to influence the Bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- 6) In case any one bidder submits multiple Bids for same location or if common interests are found in two or more bidders, the bidders will be disqualified.
- 7) The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into a Contract within << Mention number of days>> of the date of issue of **Work Order** or within such extended period, as may be specified by the <<Name of Public Authority>>.
- 8) While evaluating the Bids, if it comes to the <<Name of Public Authority>> knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Bid then the bidders so involved shall be disqualified for this Contract.

3.10. Acknowledgement of Understanding

By submitting the Bid, each bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

4. Bid opening and Evaluation process

4.1. Bid Evaluation Committee

- 1 <<Name of Public Authority>> shall constitute a Bid Evaluation Committee to evaluate the responses of the bidders.
- 2 The Bid Evaluation Committee shall evaluate the responses to the RFP (Envelope A, B and C) based on the documents / documentary evidence submitted by the bidder. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- 3 The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 4 The Bid Evaluation Committee may ask for meetings or may ask for any additional supporting documents with the bidders to seek clarifications on their Bids. The bidder shall submit requisite supporting documents/ certificates on the credentials. The same has to be submitted within stipulated time frame as decided by Bid Evaluation Committee, failure to which may result in non-compliance to evaluation process.
- 5 The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- 6 The Bid Evaluation Committee reserves the right to reject any or all Bids entails the basis of any deviations.
- 7 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- 8 The Bid Evaluation Committee would submit its recommendation to the competent authority whose decision would be final and binding upon the bidders.

4.2. Overall Evaluation Process

The evaluation is based on three stages.

Stage 1:

- 1 The Bids shall be evaluated as per Pre-Qualification criteria mentioned at **Section 3.2** and required documents uploaded online on https://_____ (Envelop A)

Stage 2:

- 2 The Bids who qualifies the Pre - Qualification criterias will only be considered for the evaluation of Technical Bid as per **Section 3.3**. (Envelop B)

Stage 3:

- 3 The Bids who score minimum 70 marks out of 100 in Technical Evaluation, will be considered for further Commercial Evaluation (Envelope C) as per **Section 3.4 Annexure 4.**
- 4 The prices of the 50% of the houses constructed on the total available construction area, shall be decided as per the prevailing pricing policy of MHADA. If at any particular location, the proposal received from multiple private parties exceeds the demand registered for that location, then the private party who is willing to price maximum percentage of dwelling units (over and above 50%) as per the prevailing pricing policy of MHADA, shall be selected as final bidder.
- 5 <<Name of Public Authority>> reserves the right to accept or reject any or all bids without giving any reasons thereof.

4.3. Pre-Qualification Bid Evaluation

The bidders who have submitted the bid online through https://_____ with stipulated fees (RFP Price and EMD) will be assessed on the eligibility criteria defined in **Section 3.2** and compliance to all the documents as per Annexure 2 of this RFP. The documents to be uploaded sequentially as per Annexure 2.

4.4. Technical Bid Evaluation

The evaluation of the technical Bids will be carried out in the following manner:

- (a) The bidders' technical Bid will be evaluated as per the requirements and evaluation criteria as spelt out in **Section 3.3** and compliance to all the documents as per Annexure 3 of this RFP. The bidder should upload the required supporting documents for the same.
- (b) Site Evaluation: The Bid Evaluation Committee will shall visit site of the eligible bidders for evaluation.
In any case, in the event of any deviation from the factual information provided by the bidder in technical Bid, <<Name of Public Authority>> can reject the bid and also ban the bidder from participation in any future RFPs.
- (c) The committee may seek inputs from their professional and technical experts in the evaluation process.
- (d) The committee reserves the right to do a reference check of the facts stated by the bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- (e) The technically qualified bidders will be informed of the date and venue of the opening of the commercial Bids through a written communication.

Each Bid which qualifies in **Pre-Qualification criteria** (Envelope A) shall be scrutinized further for Technical Evaluation (**Envelop B**), as per the following process and will be given marks.

4.5. Technical Marks

The marks obtained based on the evaluation of Technical Bid (Envelop B) will be considered.

4.6. Commercial Bid Evaluation

1. The bidders who secure minimum 70 marks in Technical Evaluation, will be considered for further Commercial Evaluation. Commercial Evaluation will be based on the commercial bid submitted by the bidder on https://_____

4.7. Award Criteria

Post the evaluation process indicated in Section 4.6, <<Name of Public Authority>> will award the Contract to the selected bidder.

4.8. Right to accept any Bid and to reject any or all Bids

<<Name of Public Authority>> reserves the right to accept or reject any Bid, and to annul the tendering process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for <<Name of Public Authority>>'s action.

4.9. Notification of Award

Prior to the expiration of the validity period, <<Name of Public Authority>> will notify the successful bidder by issuing a Letter of Intent in writing. The selected bidder should give Letter of Acceptance of the same within one week from date of issue of Letter of Intent.

Work Order will be issued only after the receipt of Letter of Acceptance from the selected bidder.

4.10. Signing of Contract

The contract will be signed with the selected bidder as per RFP. <<Name of Public Authority>> reserves the right to annul the award in case there is a delay of more than <<mention no. of day>> in signing the Contract from the date of

issue of work order, for reasons attributable to the selected bidder. The draft of the contract is as per section 6.1

4.11. Failure to agree with Terms and Conditions of this RFP

Failure of the successful bidder to agree with the terms and conditions of the RFP shall constitute sufficient grounds for the annulment of the award, resulting which <<Name of Public Authority>> will invoke the Performance Bank Guarantee.

4.12. Performance Bank Guarantee

- 1 A) Performance Security: The Selected Bidder for and on behalf of the Contractor shall be required to furnish on or before the date of execution of the Contract Agreement to the Authority, a Performance Security in INR <<amount to be mentioned>> in the form of a Bank Guarantee (the “Bank Guarantee”) from a Nationalized Bank / Schedule Commercial Bank. Bank Guarantee shall be from such bank’s office in <<Location of Public Authority>> and shall be encashable in <<Location of Public Authority>>. Validity of the Performance Security shall be for a period of minimum <<Mention number of years>> years.
- 2 The Performance Security in the form of Bank Guarantee will be released/ returned to the bidder by <<Name of Public Authority>> after completion of the project.
- 3 The bidder shall have to arrange for the extension or renewal of the F.D.R. or Bank Guarantee as and when necessary. If the bidder fails to do so, the amount available / dues equivalent to Bank Guarantee or FDR shall be withheld from immediate available dues or the FDR /Bank Guarantee shall be encashed and amount shall be credited to the project.
- 4 In addition, the bidder shall have to produce on stamp paper of appropriate denomination, a surety bond for an amount equivalent to the Performance Security Deposit. (format as per Annexure 5)
- 5 In case the bidder fails to Deposit the necessary Performance Security Deposit within the specified time, <<Name of Public Authority>> may at its discretion, grant extension of time on payment of interest at <<% of interest to be mention>> per annum for such amount of Performance Security Deposit which is not paid till the whole of the Performance Security Deposit is paid.

5. Scope of Work

5.1. Introduction

Pradhan Mantri Awas Yojana (Urban), a flagship scheme of Government of India launched in June 2015 with an objective of Housing for All by 2022, when nation completes 75 years of its independence.

Accordingly Government of Maharashtra has issued GR on 9th December 2015 to start the implementation of the scheme in the state of Maharashtra.

Maharashtra has got a target of 19.40 Lakhs houses by 2022.

As of today, 382 cities of Maharashtra are approved under PMAY (U). The list of the cities with their targets by 2022 are mentioned in Annexure 7 of this RFP.

Maharashtra Housing and Area Development Authority (MHADA) is the State Level Nodal Agency (SLNA) for implementation of this scheme in the entire state. In order to deal with the matters pertaining to Urban Local Bodies in Maharashtra, Department of Municipal Administration (DMA) is also declared as nodal agency for implementation of PMAY (U) through Public Authorities.

Ministry of Housing and Urban Affairs (MoHUA) has issued Public Private Partnership Models for Affordable Housing Policy dated September 2017 under Pradhan Mantri Awas Yojana (Urban). Under this policy, eight generic PPP structure models have been constituted (Six for projects on government land and two for projects on private land). This RFP is issued with respect to Model number B i.e. development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode on **Private Land Based Model under Affordable Housing in Partnership (AHP)** vertical in _____ area

5.2. Incentives:

Following incentives shall be given to projects developed under PPP on both private as well as Government land:

- 1 Fees for Joint measurement of land under such PMAY projects will be charged at 50% of prevailing rate
- 2 Stamp duty at Rs.1000 only per EWS house will be charged for 1st instrument executed for the purpose of allotment of residential premises admeasuring upto an area of 30 sq.mt. to the person belonging EWS category as per PMAY-HFA

- 3 All the other subsidies and incentives as per the PMAY (U) guidelines March-2016 and subsequent amendments shall be given to such projects under PPP including INR 1.5 Lakh from Central Government and INR 1 Lakh from State Government, combining a total of INR 2.5 Lakh subsidy per EWS house.
- 4 2.5 FSI shall be given to all the affordable housing projects under this PPP. Projects on the land of Green Zone /No Development Zone are also permitted with 1 FSI for construction of such affordable housing under this PPP.
- 5 Urban Development Department, Government of Maharashtra shall separately issue a GR for Exemption in the Development Charges for projects constructed under this PPP.
- 6 All the projects under this PPP should adhere to Development Control Rules (DCR), Development Plan (DP), Real Estate (Regulation and Development) Act 2016 and Rules and Regulations made thereunder. The projects should be registered with MahaRERA at earliest.

5.3. Design Build & Finance by the Bidder:

The selected bidder shall be responsible and held accountable for designing, building and financing of affordable housing stock on his land and associated services of predetermined standards at the time and cost mentioned while preparing the Detailed Project Report (DPR).

5.4. Fixing of Sale price of Dwelling Unit:

The prices of the 50% of the houses constructed under this scheme shall be fixed as per the prevailing pricing policy of MHADA.

For rest of the 50%, the selected bidder is permitted to fix the prices as per their wish.

If at any particular location, the proposal received from multiple private parties exceeds the demand registered for that location, then the private party who is willing to price maximum percentage of dwelling units (over and above 50%) as per the prevailing pricing policy of MHADA, shall be selected as final bidder. In such case, rest of the dwelling units, the selected bidder can sell in open market as per their wish.

5.5. Maintenance by the project:

There is no involvement of the selected bidder or government for the maintenance of the units after the transfer of units to allottee. Maintenance, therefore, is the responsibility of the beneficiaries.

5.6. Cost Recovery by selected bidder:

The selected bidder shall undertake to recover the cost of affordable housing directly from allottee. This recovery may take the form of a lump-sum payment at the time of transfer of housing unit to allottee or in the form of equated monthly installment (EMI) for a fixed period of time leading to the transfer of unit to the allottee. The selected bidder shall also make part of the cost recovery through the State subsidy, stamp duty exemption and other concessions provided by the Public Authority mentioned in section 5.2 of this RFP.

5.7. Beneficiary Identification by Public Authorities:

<<Name of Public Authority>> shall make the selection of the allottees from amongst the eligible beneficiaries, in a transparent and equitable manner and publish the list of selected beneficiaries before the start of the project. Public Authority may finalize this list either directly by themselves or with the assistance of and in collaboration with developers, civil societies and NGOs. However selection has to be done by transparent and fair process.

Preference in allotment may be given to differently-abled persons, senior citizens, Scheduled Castes, Scheduled Tribes, Other Backward Classes, minority, single women, transgender and other weaker and vulnerable sections of the society. While making the allotment, the families with differently-abled person and senior citizens may be allotted house preferably on the ground floor or lower floors.

5.8. Payments by Allottees:

The allottees would be required to make payment of a pre-determined amount for the cost of the housing unit at the time of handover. Alternatively, the Allottees could be required to pay predetermined equated monthly installments for a predetermined period of time to the private developer.

5.9. Financial Assistance to Allottees:

Central assistance at the rate of INR 1.5 Lakh and state assistance of INR 1 Lakh per EWS house would be available for all EWS houses in such projects. Loans at an appropriate rate of interest and appropriate tenure could also be made available through housing finance institutions or other intermediaries, to the allottees, for this purpose.

5.10. Public Private Partnerships for Trunk Infrastructure:

The responsibility for the timely provision of trunk infrastructure and connectivity will be borne by the <<Name of Public Authority>> and shall be in place before final possession is handed over to the beneficiary. <<Name of Public Authority>> could undertake the financing and implementation of the same through separate PPP arrangements of revenue sharing or directly with the selected developer.

5.11. Institutional Mechanism to oversee the project:

The selected bidder in consultation with <<Name of Public Authority>> shall prepare the Detailed Project Report (DPR) and submit to State Level Nodal Agency. Making all the required compliance, the DPRs will be presented in State Level Appraisal Committee (SLAC), post its approval it will presented in the State Level Sanctioning and Monitoring Committee (SLSMC) and then finally with Central Sanctioning and Monitoring Committee (CSMC). With the approval of CSMC, Private Agency may start the work on ground.

<<Name of Public Authority>> will also monitor activities related to physical progress of the project along with the quality of construction conforming to BIS, NBC and related DCRs. NRCs and TPQMAs (Third Party Quality Monitoring Agencies) could be considered as agencies to supplement this activity.

6. General Conditions of Contract

6.1. Draft Contract

This agreement made on this _____ day of _____ in the year Two thousand _____ between the <<Name of Public Authority>> (hereinafter referred to as "the Authority" which expression shall, unless repugnant to the context, include its successors and assigns), on the One part

AND

M/s. ----- having their office at -----
----- (hereinafter referred to as the Bidder, which expression shall unless repugnant to the context include their successors, legal representatives and assigns) of the other part.

- a) WHEREAS, the Authority desires to enter in Public Private Partnership to construct Affordable Housing in Partnership under Pradhan Mantri Awas Yojana (PMAY) at Survey No. <<Address of location>>, for the purpose of this agreement which consist of following: -
- b) Construction of multistoried Residential buildings as per the approved drawings, designs, terms and conditions on the site situated at Survey No. <<Address of location>>.
- c) The broad scope of work to be carried out by the Construction Agency shall be as under:
- d) Preparation of DPR, soil investigation, Architectural planning, designing, submitting and obtaining approval for the project from the SLAC, SLSMC and CSMC, including satisfactory compliance of all the relevant conditions mentioned in L.O.I./L.O.A. of all concerned authorities such as NOC's from CFO, MoEF, AAI, MCZMA/ NAINA etc. to the extent of scope of the work.
- e) Financing and Construction of EWS and / LIG Tenements at Survey No. <<Address of location>> as per detailed specifications, provisions as per relevant codes, terms and conditions additional specifications etc.
- f) Obtaining approval to all the site-infrastructure works of the scheme and work will be carried out as per approved plan
- g) Obtaining sewerage, water supply, public health and other NOC's related to plumbing activities and other NOC's from Local Authority / MIDC/ MJP/ CFO/ MoEF/ CRZ/ MCZMA/ AAI/ PWD/ MMRDA/ MSEDCL etc. or such appropriate Authority & lift certificate from lift Inspector, also obtaining

Occupation Certificate, Completion Certificate, Water Connection, Drainage connection, Electric connection etc. for the completed building without claiming any payment from <<Name of Public Authority>>.

- h) To supply the detailed structural calculations and to obtain structural stability and safety certification from IIT Mumbai/ VJTI Mumbai/ VNIT Nagpur/ COE Pune or such similar reputed government institutions at the cost of the Construction Agency for the proposed multistoried structures. The structural design shall be as per prevailing relevant IS Codes as on the date of issue of work order. This approval, including other approvals, shall be obtained within <<Mention number of months>> months from the date of issue of acceptance letter.
- i) The project under this PPP will adhere to Development Control Rules (DCR), Development Plan (DP), Real Estate (Regulation and Development) Act 2016 and Rules and Regulations made thereunder. The projects shall be registered with MahaRERA at earliest.
- j) The bidder shall have to construct amenities as per the requirement of local authorities with no payment on any account shall be paid to the construction agency.

6.2. Change Request

During the development of the project, if there is any change in the Government Resolution, Policies, act or any other requirement of <<Name of Public Authority>>, which require modification in the current scope of the project, then bidder should make those changes as required by <<Name of Public Authority>>. Modalities of such change shall be mutually decided between the selected bidder and <<Name of Public Authority>>.

6.3. Governing Law

Any dispute related to this RFP arising out of any particulars mentioned herein will be subject to Jurisdiction of <<Name of Jurisdiction>> only.

6.4. Settlement of Disputes

- a) The performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within

60 days following the response of that party, clause GCC 6.4 (b) shall become applicable.

b) Arbitration:

- i. In the case of dispute arising, upon or in relation to, or in connection with the contract between <<Name of Public Authority>> and the selected bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the <<Name of Public Authority>> and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Principal Secretary, Housing Department, Govt. of Maharashtra. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- ii. Arbitration proceedings shall be held in <<Name of Location>>, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- iii. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by <<Name of Public Authority>> and the selected bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

6.5. *Change in laws and Regulation*

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the selected bidder has thereby been affected in the performance of any of its obligations under the Contract.

6.6. Force Majeure

The selected bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of <<Name of Public Authority>> in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the selected bidder shall promptly notify <<Name of Public Authority>> in writing of such conditions and the cause thereof. Unless otherwise directed by <<Name of Public Authority>> in writing, the successful bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.7. Extension of Time

If at any time during performance of the Contract, the selected bidder encounter conditions impeding timely delivery of the Services, the successful bidder shall promptly notify <<Name of Public Authority>> in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, <<Name of Public Authority>> shall evaluate the situation and may at its discretion extend the successful bidder's time for performance in writing.

Delay by the successful bidder in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids in <<Name of Public Authority>>, unless an extension of time is agreed mutually.

6.8. Termination

- a) <<Name of Public Authority>> may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this GCC Clause 6.8
- b) If the selected bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or

within any further period as <<Name of Public Authority>> may have subsequently approved in writing.

- c) If the selected bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- d) If the selected bidder, in the judgment of <<Name of Public Authority>> has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) If the selected bidder submits to the <<Name of Public Authority>> a false statement which has a material effect on the rights, obligations or interests of <<Name of Public Authority>>.
- f) If the selected bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to <<Name of Public Authority>>.
- g) If the selected bidder fails to provide the quality services as envisaged under this Contract, <<Name of Public Authority>> may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. <<Name of Public Authority>> may decide to give one chance to the successful bidder to improve the quality of the services.
- h) If the selected bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- i) If, as the result of Force Majeure, the selected bidder is unable to perform a material portion of the Services for a period of not less than 60 days
- j) In any event, <<Name of Public Authority>> is entitled to terminate if and only if the breach is not remedied within a stipulated time period.
- k) In the event <<Name of Public Authority>> terminates the Contract in whole or in part, pursuant to point (a) to (j) of GCC Clause 6.8 <<Name of Public Authority>> may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the selected bidder shall be liable to <<Name of Public Authority>> for any additional costs for such similar services. However, the selected bidder shall continue performance of the Contract to the extent not terminated.

7. Annexures

Annexure - 1: Request for Clarification

The bidders requiring specific points of clarification should communicate with <<Name of Public Authority>> during the specified period using the following format:

BIDDER'S REQUEST FOR CLARIFICATION				
<<Name of Organization with Registration Number (registered under the Indian Companies Act, 1956 (or 2013)) submitting query / request for clarification>>				
RFP Ref Number:			Tel:	
Proposal for development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode on Private Land Based Model under Affordable Housing in Partnership (AHP) vertical in _____ area			Fax:	
<<Full formal address of the Organization including phone, fax and email points of contact>>			Email:	
Sr. No	RFP Reference (Section No. / Page No.)		Content of RFP requiring clarification	Points of clarification required
	Section No.	Page No.		
1				
2				
3				
4				

Signature and Stamp of the Bidder

Date:

Place:

Annexure - 2 Pre-Qualification Bid Documents (Envelop A)

Following Check list of documents to be uploaded sequentially on https://_____.

Sr. No	Documents To be uploaded (as per Pre-Qualification Criteria)	Compliance to the documents Yes/ No/ NA	Page No.
1	Pre-Qualification Bid document Checklist filled with necessary details (Annexure 2)		
2	e-payment receipt of RFP Price of INR _____		
3	e-payment receipt of EMD INR _____		
4	Consortium Agreement on stamp paper of Rs. 100/-		
5	For Lead Bidder: Power of Attorney		
6	For Lead Bidder: Authorization Letter on company letter head		
7	For Consortium Partner: Power of Attorney		
8	For Consortium Partner: Authorization Letter on company letter head		
9	Declaration Certificate by Lead Bidder (Annexure 6)		
10	No Deviation Statement: (Citation in Pre-Qualification Criteria Section 3.2)		
11	Certificate of Incorporation for Lead Bidder		
12	For Lead Bidder: PAN Card		
13	For Lead Bidder: IT clearance or IT returns paid		
14	For Consortium Partner: PAN Card		
15	Audited Profit & Loss Account statement and Balance Sheet of Lead Bidder for last financial year		
16	Self-certification by Lead Bidder about not being black listed by any of the Central / State / UT government / PSUs.		
17	Self-certification by Lead Bidder to register the project under MahaRERA Partner.		

Sr. No	Documents To be uploaded (as per Pre-Qualification Criteria)	Compliance to the documents Yes/ No/ NA	Page No.
18	7/12 and other supporting documents clearly mentioning the title of the land on the name of bidder		
19	Self-certification by Lead Bidder mention the land is free from all the encumbrances, litigations etc.		
20	Self-certification by Lead Bidder confirming the land is completely in possession of the bidder		
21	Self-certification by Lead Bidder confirming as per prevailing DP, that construction of affordable housing is allowed on the said land.		
22	Certification from the <<Name of Public Authority>> that respective parcel of land is within the area of <<Name of Public Authority>>		
23	Any other document		

Note:

- 1 Bidder should produce the original documents at the time of Scrutiny.
- 2 All the documents uploaded should be stamped and signed by Authorised Signatory.
- 3 The bidder or authorized representative should be present during the scrutiny. The authorized representative should have the authority letter signed and stamped along with them.
- 4 Only relevant documents as per the checklist to be uploaded.

Committee decision is final during verification through original documents produced by Bidder at the time of scrutiny.

Annexure - 3: Template for Technical Bid (Envelop B)

(To be submitted on the letterhead of the bidder)

{Location, Date}

To

<<Name of Public Authority>>

<<Address of Public Authority >>

Ref: <<Tender No. >>

Subject: Submission of Bid in response to the RFP for development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode on Private Land Based Model under Affordable Housing in Partnership (AHP) vertical in _____ area.

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our Bid in response to your <<Tender No.>>.....for development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode on Private Land Based Model under Affordable Housing in Partnership (AHP) vertical in _____ area.

We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.

1. We agree to abide by this Bid, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of submission of bid.
2. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

4. We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it may lead to our disqualification.

5. We understand you are not bound to shortlist/accept any or all the Bids you receive.

Signature and Stamp of the Bidder

Date:

Place:

Following is the checklist of documents to be uploaded sequentially on mahatender by the bidder for the Technical Qualification Bid (Envelop B) along with the above covering letter.

Sr. No	Documents To be uploaded	Compliance to documents Yes/ No/ NA	Page No.
1	Technical Envelop covering letter (Annexure 3)		
2	Self-Certification by the Consortium for all the criterias mentioned in section 3.3 of this RFP, mentioning all the requisite details of each and every criteria (All the criterias under Organization Strength and All the criterias under Land Details except criteria number 10)		

Note:

- 1 Bidder should produce the original documents at the time of Scrutiny.*
- 2 Bid Evaluation Committee shall visit the site and confirm the data provided by Consortium. Post which the marks will be finalized by the Bid Evaluation Committee for each bidder.*
- 3 The bidder or authorized representative should be present during the scrutiny. The authorized representative should have the authority letter signed and stamped along with them.*
- 4 Only relevant documents as per the checklist to be uploaded.*

Committee decision is final during verification through original documents produced by Bidder at the time of scrutiny.

Annexure - 4: Commercial Bid to be submitted online (Envelope C)

Table- 1

Tender Inviting Authority: <<Name of ULB>>		
Name of Work: Proposal for development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode on Private Land		
Contract No:		
Bidder Name :		
PRICE SCHEDULE		
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)		
NUMBER #	TEXT #	NUMBER #
Sl. No.	Item Description	Percentage, over and above 50%
1	2	13
1		
1.01	Percentage of the Dwelling Units (over and above 50%) to be priced as per prevailing pricing policy of MHADA	
Total in Figures		
Quoted Rate in Words		

Annexure - 5: Format for Performance Bank Guarantee Bond

In consideration of the Chief Officer / <<Name of Public Authority>> on behalf of the <<Name of Public Authority>> (herein after called 'THE AUTHORITY') having agreed to exempt..... (Hereinafter called 'THE SAID Bidder') from the demand under the terms & conditions of an Agreement dated..... Made between and for..... (hereinafter called 'THE SAID AGREEMENT') of Security Deposit for the due fulfillment by the said bidder of the terms & conditions contained in the said agreement, on production of a bank Guarantee for Rupees (In words Rupees only). I/ We..... (Indicate the name of the Bank) (hereinafter referred to as 'THE SAID BANK') at the request of (Bidder) do hereby undertake to pay the Authority an amount not exceeding INR against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said bidder of any of terms & conditions contained in the said agreement .

I/We..... do hereby undertake (indicate name of the Bank) to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Bidder of any of the terms & conditions contained in the said Agreement or by reason of the Bidder failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding INR.....

I/We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Bidder supplier(s) in any suit or proceeding pending before any court or Tribunal relating their to our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder Supplier(s) shall have no claim against us for making such payment .

I/We..... further agree (indicate name of the Bank) that the guarantee herein contained shall remain in full force & effect during the period that would be taken for the performance of the said Agreement that it shall continue to be enforceable

till all the due of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Chief Officer/ <<Name of Public Authority>>, on behalf of the authority, certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Bidder and accordingly discharges this guarantee unless a demand or claim under this guarantee is made on us in writing on or before the I/We shall be discharged from all liability under this guarantee thereafter.

I/We, further agree with the Authority that the Authority shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or commission on part of the Authority or any indulgence by the Authority to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee shall not be discharged due to the change in constitution of the Bank or the Bidder / Supplier (s).

I/We..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

Dated, the day of 20

Seal of bank

Annexure - 6: Declaration by Bidder

(To be submitted on the letterhead of the bidder)

To

<<Name of Public Authority>>

<<Address of Public Authority >>

Declaration by Bidder

I, the undersigned, hereby declare that I shall abide by all the clauses, terms and conditions mentioned in the RFP and / corrigendum **and / clarifications resulting from the pre-bid queries of <<Tender No>>** “Proposal for development of Affordable Housing under Pradhan Mantri Awas Yojana (Urban) in PPP (Public Private Partnership) mode on Private Land Based Model under Affordable Housing in Partnership (AHP) vertical in _____ area” and do here by solemnly affirms and declares that all information and particulars furnished in compliance with RFP by me is true and correct to the best of my knowledge.

If in case any information given in this submission of bid proves to be false or incorrect, I shall be responsible for the consequences and my claim to bid for this RFP will be rejected at any point of time.

Name & Address of the Bidder:

Place:

Date:

(Signature & official seal of company)

Annexure - 7: List of the cities approved under PMAY (U) in Maharashtra

S.N	District / ULB Name	Target for 2022
A	Nandurbar District	10503
1	Nandurbar	4855
2	Nawapur	1506
3	Shahade	2877
4	Dhadgaon-Wadphalya-Roshmal Bk.	359
5	Talode	907
B	Dhule District	21823
6	Dhule	15345
7	Dondaicha-Varvade	1756
8	Shirpur-Varvade	3254
9	Shindkheda	462
10	Sakri	1006
C	Jalgaon District	51277
11	Amalner	3217
12	Bhusaval	7304
13	Chalisgaon	3867
14	Chopda	2978
15	Erandol	1419
16	Jalgaon	18061
17	Jamner	2116
18	Pachora	2691
19	Parola	1680
20	Raver	1193
21	Yawal	1670
22	Bodwad	695
23	Bhadgaon	1000
24	Dharangaon	1015
25	Faizpur	763
26	Savda	593
27	Varangaon	1016
D	Buldhana District	20969
28	Buldana	2783
29	Chikhli	2341
30	Khamgaon	3519
31	Malkapur	2671

S.N	District / ULB Name	Target for 2022
32	Deulgaon Raja	1180
33	Jalgaon Jamod	1095
34	Lonar	899
35	Mehkar	1647
36	Nandura	1459
37	Shegaon	2096
38	Sindkhed Raja	574
39	Motala	415
40	Sangrampur	291
E	Akola District	27552
41	Akola	17909
42	Akot	3973
43	Murtijapur	1702
44	Barshi Takli	804
45	Balapur	1644
46	Patur	745
47	Telhara	775
F	Washim	8079
48	Karanja	2727
49	Risod	1373
50	Washim	2785
51	Manora	174
52	Malegaon	427
53	Mangrulpir	593
G	Amravati	39569
54	Achalpur	4485
55	Amravati	24810
56	Morshi	1510
57	Tiwasa	349
58	Nandgaon-Khandeshwar	349
59	Bhatkuali	292
60	Anjangaon	1748
61	Chandur Railway	676
62	Chandurbazar	607
63	Chikhaldara	134
64	Daryapur Banosa	1115
65	Dattapur Dhamangaon	696

S.N	District / ULB Name	Target for 2022
66	Shendurjana	751
67	Warud	1495
68	Dharni	551
H	Wardha	16064
69	Arvi	2102
70	Hinganghat	5216
71	Pulgaon	1615
72	Wardha	5472
73	Deoli	508
74	Samudrapur	186
75	Seloo	295
76	Ashti (Wardha)	308
77	Sindi	362
I	Nagpur	121306
78	Kamptee	4004
79	Katol	1966
80	Nagpur	107037
81	Savner	1396
82	Kuhi	229
83	Bhiwapur	313
84	Wanadongri	376
85	Hingana	168
86	Parshivani	245
87	Kalameshwar	410
88	Khapa	317
89	Mohpa	143
90	Mowad	188
91	Narkhed	470
92	Ramtek	477
93	Umred	1086
94	Kanhan-Pipri	503
95	Mahadula	471
96	Mouda	320
97	Wadi	1186
J	Bhandara	8922
98	Bhandara	5064
99	Tumsar	2525

S.N	District / ULB Name	Target for 2022
100	Lakhani	255
101	Lankhadur	186
102	Mohadi	134
103	Sakoli	295
104	Pauni	463
K	Gondia	8615
105	Gondiya	7220
106	Arjuni	199
107	Deori	306
108	Goregaon	150
109	Sadakarjuni	210
110	Salekasa	21
111	Tirora	510
L	Gadchiroli	4501
112	Gadchiroli	2874
113	Armori	275
114	Chamorshi	237
115	Kurkheda	59
116	Etapalli	100
117	Dhanora	91
118	Korchi	48
119	Bhamaragad	74
120	Aheri	217
121	Sironcha	110
122	Desaiganj	416
M	Chandrapur	29383
123	Ballarpur	4374
124	Bhadravati	3035
125	Brahmapuri	1821
126	Chandrapur	15208
127	Warora	2276
128	Gadchandur	221
129	Nagbhid	283
130	Sindewahi	286
131	Godpimpri	188
132	Pombhurna	140
133	Korpana	115

S.N	District / ULB Name	Target for 2022
134	Jiwati	83
135	Mul	526
136	Rajura	635
137	Sawali	193
N	Yavatmal	22871
138	Pandharkaoda	1505
139	Pusad	3547
140	Umarkhed	2279
141	Wani	2683
142	Yavatmal	5443
143	Arni	927
144	Ralegaon	488
145	Mahagaon	292
146	Maregaon	302
147	Babhulgaon	234
148	kalamb	618
149	Zari-Jamni	354
150	Darwha	893
151	Digras	1518
152	Ghatanji	696
153	Ner	1092
O	Nanded	34879
154	Bhokar	1253
155	Dharmabad	1317
156	Hadgaon	1116
157	Kinwat	1073
158	Nanded Waghala	21017
159	Naigaon	591
160	Ardhapur	1061
161	Himayatnagar	717
162	Mahur	354
163	Biloli	483
164	Deglur	1829
165	Kandhar	863
166	Kundalwadi	501
167	Loha	827
168	Mudkhed	661

S.N	District / ULB Name	Target for 2022
169	Mukhed	781
170	Umri	438
P	Hingoli	6827
171	Basmath	2711
172	Hingoli	3125
173	Aundha Nagnath	311
174	Sengaon	177
175	Kalamnuri	504
Q	Parbhani	21751
176	Parbhani	11382
177	Palam	554
178	Gangakhed	1841
179	Jintur	1588
180	Manwath	1282
181	Pathri	1403
182	Purna	1358
183	Sailu	1739
184	Sonpeth	604
R	Jalna	14398
185	Jalna	10936
186	Ambad	630
187	Bhokardan	579
188	Partur	801
189	Mantha	558
190	Jafrabad	403
191	Badnapur	301
192	Ghansawangi	191
S	Aurangabad	61703
193	Aurangabad	51051
194	Fulambri	772
195	Soigaon	302
196	Gangapur	1205
197	Kannad	1729
198	Khuldabad	732
199	Paithan	1552
200	Sillod	2575
201	Vaijapur	1784

S.N	District / ULB Name	Target for 2022
T	Nashik	99168
202	Bhagur	563
203	Deolali	2009
204	Igatpuri	1362
205	Malegaon	21217
206	Manmad	3444
207	Nandgaon	1039
208	Nashik	62688
209	Sinnar	2683
210	Trimbak	466
211	Yevla	2099
212	Kalvan Bk.	253
213	Peth	123
214	Dindori	219
215	Niphad	201
216	Chandwad	313
217	Surgana	77
218	Satana	409
U	Thane	319294
219	Ambarnath	12163
220	Badlapur	8169
221	Bhiwandi	34814
222	Kalyan-Dombivali	52422
223	Mira-Bhayandar	25340
224	NaviMumbai	44173
225	Thane	62740
226	Ulhasnagar	22632
227	Vasai-VirarCity	56279
228	Shahapur	202
229	Murbad	360
V	Palghar	5255
230	Palghar	3029
231	Dahanu	967
232	Javhar	213
233	Talasari	423
234	Mokhada	186
235	Vikramgad	115

S.N	District / ULB Name	Target for 2022
236	Wada	322
237	Greater Mumbai	476281
W	Raigad	37130
238	Alibag	1828
239	Karjat	2756
240	Khopoli	6033
241	Mahad	2471
242	Panvel	12841
243	Pen	3488
244	Shrivardhan	1488
245	Uran	2635
246	Mangaon	100
247	Khalapur	207
248	Tala	334
249	Matheran	246
250	Murud Janjira	687
251	Roha Ashtami	1103
252	Mhasala	565
253	Poladpur	347
X	Pune	219075
254	Baramati	2488
255	Daund	2201
256	Indapur	1217
257	Lonavala	2011
258	PimpriChinchawad	72326
259	Pune	125654
260	Sasvad	1428
261	Shirur	1576
262	TalegaonDabhade	2130
263	Alandi	1184
264	Bhor	972
265	Jejuri	753
266	Junnar	1293
267	Chakan	2384
268	Rajgurunagar	1458
Y	Ahmadnagar	34850
269	Ahmadnagar	16238

S.N	District / ULB Name	Target for 2022
270	Kopargaon	3082
271	Pathardi	1251
272	RahtaPimplas	1102
273	Rahuri	1802
274	Sangamner	3002
275	Shirdi	1579
276	Shrigonda	1452
277	Shrirampur	3989
278	Akole	150
279	Parner	107
280	Nevasa	185
281	Shevgaon	314
282	Jamkhed	278
283	Karjat	95
284	Deolali Pravara	223
Z	Beed	19645
285	Bid	5792
286	Georai	1406
287	Patoda	606
288	Wadvani	419
289	Shirur (Kasar)	419
290	Ambejogai	2596
291	Dharur	931
292	Kaij	1249
293	Manjlegaon	2014
294	Parli	3712
295	Ashti	501
AA	Latur	23873
296	Ahmadpur	1782
297	Latur	15050
298	Udgir	3936
299	Chakur	424
300	Devni	294
301	Renapur	341
302	Jalkot	213
303	Shirur Anantpal	237
304	Ausa	793

S.N	District / ULB Name	Target for 2022
305	Nilanga	802
AB	Osmanabad	10748
306	Osmanabad	4213
307	Tuljapur	1348
308	Umarga	1373
309	Washi	205
310	Bhum	570
311	Kalamb	762
312	Murum	489
313	Naldurg	530
314	Paranda	558
315	Lohara Budruk	701
AC	Solapur	53376
316	Akkalkot	1819
317	Barshi	4226
318	Karmala	1088
319	Pandharpur	4768
320	Sangole	1606
321	Solapur	36828
322	Mohol	831
323	Malshiras	656
324	Madha	329
325	Dudhani	266
326	Maindargi	365
327	Mangalvedhe	596
AD	Satara	21765
328	Karad	2966
329	Malkapur	1666
330	Mhaswad	1594
331	Phaltan	3266
332	Satara	7400
333	Wai	2164
334	Waduj	345
335	Dahiwadi	196
336	Khandala	134
337	Koregaon	483
338	Lonand	366

S.N	District / ULB Name	Target for 2022
339	Medha	91
340	Patan	269
341	Mahabaleshwar	262
342	Panchgani	250
343	Rahimatpur	313
AE	Ratnagiri	10062
344	Chiplun	3231
345	Khed	993
346	Ratnagiri	4381
347	Mandangad	74
348	Guhagar	74
349	Deorukh	321
350	Lanja	364
351	Dapoli Camp	397
352	Rajapur	227
AF	Sindudurg	4084
353	kanakavli	516
354	Malwan	580
355	Sawantwadi	752
356	Vengurla	419
357	Vabhavave- Vaibhavwadi	356
358	Kasai- Dodmarg	356
359	Devgad-Jamsande	534
360	Kudal	570
AG	Kolhapur	46943
361	Ichalkaranji	13200
362	Kagal	1596
363	Kolhapur	25178
364	VadgaonKasba	1269
365	Gadhinglaj	974
366	Jaysingpur	1734
367	Kurundvad	842
368	Malkapur	207
369	Murgud	412
370	Panhala	412
371	Hupri	1120
AH	Sangli	27459

S.N	District / ULB Name	Target for 2022
372	Sangli-Miraj-Kupwad	19629
373	Islampur	2927
374	Vita	1926
375	Jat	570
376	Palus	422
377	Kavthe-mahankal	280
378	Shirala	252
379	Kadegaon	191
380	Khanapur	104
381	Ashta	548
382	Tasgaon	612
	Total (State)	19,40,000