

# पिंपरी चिंचवड महानगरपालिका, पिंपरी, पुणे - ४११०१८

निविदा सुचना क्र.स्थापत्य/मुख्यालय/HO/३९/०८/२०१८-२०१९

## स्थापत्य विभाग

पिंपरी चिंचवड महानगर पालिका क्षेत्रात प्रधान मंत्री आवास योजने (शहरी योजना) अंतर्गत परवडणाऱ्या घरांच्या विकासासाठी भागीदारी तत्वावर सार्वजनिक खाजगी भागीदारी (पीपीपी) ह्या प्रतिकृती अंतर्गत परवडणारे गृहनिर्माण (एएचपी) करणेकामी प्रस्ताव मागविणे.

### प्रथम सुचना

ब.क्र.	कामाचे नाव	कामाची सुबत (महिने)	निविदा फॉर्म फी (परत न मिळणारी)
१	पिंपरी-चिंचवड महानगरपालिका अ प्रभाग कार्यक्षेत्रामध्ये जमिनधारक / विकासक यांनी खाजगी जमिनीवर प्रधानमंत्री आवास योजनेत सार्वजनिक खाजगी भागीदारी तत्वावर (पीपीपी) धोरण आधारीत सर्वसामान्यांना परवडणारी घरे (एएचपी) बांधणेकामी प्रस्ताव सादर करणे.	२४	२०००/-
२	पिंपरी-चिंचवड महानगरपालिका ब प्रभाग कार्यक्षेत्रामध्ये जमिनधारक / विकासक यांनी खाजगी जमिनीवर प्रधानमंत्री आवास योजनेत सार्वजनिक खाजगी भागीदारी तत्वावर (पीपीपी) धोरण आधारीत सर्वसामान्यांना परवडणारी घरे (एएचपी) बांधणेकामी प्रस्ताव सादर करणे.	२४	२०००/-
३	पिंपरी-चिंचवड महानगरपालिका क प्रभाग कार्यक्षेत्रामध्ये जमिनधारक / विकासक यांनी खाजगी जमिनीवर प्रधानमंत्री आवास योजनेत सार्वजनिक खाजगी भागीदारी तत्वावर (पीपीपी) धोरण आधारीत सर्वसामान्यांना परवडणारी घरे (एएचपी) बांधणेकामी प्रस्ताव सादर करणे.	२४	२०००/-
४	पिंपरी-चिंचवड महानगरपालिका ड प्रभाग कार्यक्षेत्रामध्ये जमिनधारक / विकासक यांनी खाजगी जमिनीवर प्रधानमंत्री आवास योजनेत सार्वजनिक खाजगी भागीदारी तत्वावर (पीपीपी) धोरण आधारीत सर्वसामान्यांना परवडणारी घरे (एएचपी) बांधणेकामी प्रस्ताव सादर करणे.	२४	२०००/-
५	पिंपरी-चिंचवड महानगरपालिका इ प्रभाग कार्यक्षेत्रामध्ये जमिनधारक / विकासक यांनी खाजगी जमिनीवर प्रधानमंत्री आवास योजनेत सार्वजनिक खाजगी भागीदारी तत्वावर (पीपीपी) धोरण आधारीत सर्वसामान्यांना परवडणारी घरे (एएचपी) बांधणेकामी प्रस्ताव सादर करणे.	२४	२०००/-
६	पिंपरी-चिंचवड महानगरपालिका फ प्रभाग कार्यक्षेत्रामध्ये जमिनधारक / विकासक यांनी खाजगी जमिनीवर प्रधानमंत्री आवास योजनेत सार्वजनिक खाजगी भागीदारी तत्वावर (पीपीपी) धोरण आधारीत सर्वसामान्यांना परवडणारी घरे (एएचपी) बांधणेकामी प्रस्ताव सादर करणे.	२४	२०००/-
७	पिंपरी-चिंचवड महानगरपालिका ग प्रभाग कार्यक्षेत्रामध्ये जमिनधारक / विकासक यांनी खाजगी जमिनीवर प्रधानमंत्री आवास योजनेत सार्वजनिक खाजगी भागीदारी तत्वावर (पीपीपी) धोरण आधारीत सर्वसामान्यांना परवडणारी घरे (एएचपी) बांधणेकामी प्रस्ताव सादर करणे.	२४	२०००/-
८	पिंपरी-चिंचवड महानगरपालिका ह प्रभाग कार्यक्षेत्रामध्ये जमिनधारक / विकासक यांनी खाजगी जमिनीवर प्रधानमंत्री आवास योजनेत सार्वजनिक खाजगी भागीदारी तत्वावर (पीपीपी) धोरण आधारीत सर्वसामान्यांना परवडणारी घरे (एएचपी) बांधणेकामी प्रस्ताव सादर करणे.	२४	२०००/-

पिंपरी चिंचवड महानगरपालिका क्षेत्रामध्ये खाजगी जमिनीवर परवडणाऱ्या घरांची निर्मिती (एएचपी) करणे कामासाठी ऑफलाईन-टेंडरींग पध्दतीने खाजगी विकासकांकडून प्रस्ताव मागविणेत येत आहे. निविदाकाराने बाजार मूल्यांकन तक्त्या नुसार देत असलेल्या घरांची टक्क्यानुसार व्यावसायिक बोली (किमान ५०% किंवा ५०% पेक्षा जास्त) करून निविदा भराव्यात. सर्व ठेकेदार यांनी सर्व करांचा, G.S.T. कराचा विचार करून निविदा भरावी. कोणत्याही कराची भरपाई महानगरपालिके मार्फत दिली जाणार नाही.

वरील कामासाठीचा तपशील, RFP, बयाणा रक्कम इ. माहिती मनपाच्या <https://www.pcmcindia.gov.in/pradhan-mantri-awas-yojana.php> या वेबसाईटवर उपलब्ध आहे. सदरची निविदा ही वेबसाईट वर उपलब्ध असलेल्या प्रस्ताव मागविणेची माहिती (आरएफपी) नुसार कागदी प्रती (हार्ड कॉपीज) स्वरूपात तयार करून सह शहर अभियंता, स्थापत्य मुख्यालय, BSUP/EWS, पिंपरी चिंचवड महानगरपालिका, पिंपरी, पुणे - ४११०१८. येथील कार्यालयात सादर करावयाच्या आहेत. निविदाकाराने निविदा शुल्क चलनाद्वारे पिंपरी चिंचवड महानगरपालिकेच्या लेखा विभागात भरून पावती निविदेसोबत सादर करावी.

शासन निर्णया नुसार सदर प्रस्ताव सादर करण्याचा कालावधी प्रधानमंत्री आवास योजने अंतर्गत घरांची मागणी पूर्ण होईपर्यंत खुला राहिल. निविदाकाराने निविदेची तिन्ही बंद पाकीट १) पूर्व पात्रता २) तांत्रिक मूल्यमापन आणि ३) व्यावसायिक बोलीची कागदपत्रे सह शहर अभियंता, स्थापत्य मुख्यालय, BSUP/EWS, पिंपरी चिंचवड महानगर पालिका, पिंपरी- १८. यांच्याकडे सादर करावी. सर्व शुध्दीपत्रक मनपाच्या वरील वेबसाईटवर उपलब्ध केली जातील. कोणतेही कारण न देता निविदा पुर्णतः किंवा अंशतः मंजूर अथवा नामंजूर करण्याचा अधिकार मा.आयुक्त, पिंपरी चिंचवड महानगरपालिका यांनी स्वतःकडे राखून ठेवले आहेत. सदरच्या निविदा <https://www.pcmcindia.gov.in/pradhan-mantri-awas-yojana.php> या वेबसाईटवर उपलब्ध आहे.

जाहिरात क्र.१८६

का क्र. क्र.स्था/नि/फमु/३९/०८/२०१८

दिनांक.०६/०९/२०१८

सही/-

सह शहर अभियंता, स्थापत्य मुख्यालय

BSUP/EWS व PMAY प्रकल्प

पिंपरी चिंचवड महानगरपालिका, पिंपरी - ४११०१८

# PIMPRI CHINCHWAD MUNICIPAL CORPORATION, PIMPRI, PUNE - 411018

TENDER NOTICE No:CIVIL/HO/39/08/2018-2019

CIVIL ENGINEERING DEPARTMENT

Invitation of bids for the works of 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 PCMC area.

## FIRST TENDER CALL

Sr. No.	Name of Work	Time Limit in (calendar months)	Cost of Tender Document [Non-refundable]
1	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) Phase Vertical in Pimpri Chinchwad Municipal Corporation Area Under Prabhad - A	24	2000/-
2	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) Phase Vertical in Pimpri Chinchwad Municipal Corporation Area Under Prabhad - B	24	2000/-
3	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) Phase Vertical in Pimpri Chinchwad Municipal Corporation Area Under Prabhad - C	24	2000/-
4	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) Phase Vertical in Pimpri Chinchwad Municipal Corporation Area Under Prabhad - D	24	2000/-
5	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) Phase Vertical in Pimpri Chinchwad Municipal Corporation Area Under Prabhad - E	24	2000/-
6	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) Phase Vertical in Pimpri Chinchwad Municipal Corporation Area Under Prabhad - F	24	2000/-
7	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) Phase Vertical in Pimpri Chinchwad Municipal Corporation Area Under Prabhad - G	24	2000/-
8	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) Phase Vertical in Pimpri Chinchwad Municipal Corporation Area Under Prabhad - H	24	2000/-

Offers by way of offline tendering process are invited by the Joint City Engineer, Pimpri Chinchwad Municipal Corporation from contractors/developers for following works. The bidder shall quote percentage of dwelling units (over and above 50%) as per the prevailing ASR rates (Ready Reckoner rates). No separate payment shall be made by PCMC for G.S.T. and other taxes.

The details of above works are available on PCMC's website <https://www.pcmcindia.gov.in/pradhan-mantri-awas-yojana.php>. Proposals for these works shall be submitted in hard copy as per the details set out in RFP available on the website; to the office of Joint City Engineer, BSUP/EWS(Civil), PCMC, Pimpri-411018. The bidder shall pay the tender fees via cash challan at cash counter in accounts department; and shall present the receipt of the same while submitting the proposal.

The proposals shall be accepted until the demand for housing is fulfilled in the PCMC area as per GR published under PMAY scheme. All the three envelopes; 1) Pre-qualification, 2) Technical Bid documents and 3) Commercial Bid, to be physically submitted in sealed envelopes to the office of Joint City Engineer, BSUP/EWS(Civil), PCMC, Pimpri-411018. Corrigendums will be communicated on PCMC website. Hon'ble Commissioner reserves the right to accept or reject any bid or all bids without any reason. These tender notice is available on PCMC website <https://www.pcmcindia.gov.in/pradhan-mantri-awas-yojana.php>.

**Advt. No.186**  
**No: ENGG/TEN/FHO/398/2018**  
**Dated: 06/09/2018**

**SD/-**  
**Joint City Engineer, Civil Ho.,**  
**BSUP/EWS & PMAY PROJECT**  
Pimpri Chinchwad Municipal Corporation, Pimpri-411018.

*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 PCMC area for Prabhag- D*

**Tender No.: 39/4**

## **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 PCMC area for Prabhag- D**

Date of Issue: 03/09/2018

**Tender Form Fee: INR 2000/-**

**Issued By:  
Pimpri Chinchwad Municipal Corporation**

## **Table of Contents**

1.	Invitation of Proposal.....	7
1.1	Key Events and Dates.....	7
1.2	Other Important Information related to Bid.....	8
2.	Request for Proposal Process.....	9
2.1	General Information and Guidelines.....	9
2.2	Consortium Conditions.....	9
2.3	RFP Document Price.....	11
2.4	Pre-Bid Queries on RFP.....	11
2.5	Response to Pre-Bid Queries / Corrigendum / Amendment to the RFP.....	12
2.6	Completeness of Response.....	12
2.7	Proposal Preparation Cost.....	12
2.8	Right to Termination.....	12
2.9	Authentication of Bids.....	13
2.10	Interlineation of Bids.....	13
2.11	Patent Claim.....	13
3.	Bid Submission Instructions.....	14
3.1	Manual Submission of bid in Hard copy.....	14
3.2	Pre - Qualification Criteria.....	16
3.3	Technical Evaluation.....	18
3.4	Commercial Bid.....	22
3.5	Validity of the Bid.....	23
3.6	Corrections / errors in commercial Bid.....	23
3.7	Conditions under which RFP is issued.....	23
3.8	Right to the content of Bid.....	24
3.9	Disqualification.....	24
3.10	Acknowledgement of Understanding.....	24
4.	Bid opening and Evaluation process.....	25
4.1	Bid Evaluation Committee.....	25
4.2	Overall Evaluation Process.....	25
4.3	Pre-Qualification Bid Evaluation.....	26
4.4	Technical Bid Evaluation.....	26

4.5	Technical Marks.....	27
4.6	Commercial Bid Evaluation.....	27
4.7	Award Criteria.....	27
4.8	Right to accept any Bid and to reject any or all Bids.....	27
4.9	Notification of Award.....	27
4.10	Signing of Contract.....	27
4.11	Failure to agree with Terms and Conditions of this RFP.....	27
5.	Scope of Work.....	28
5.1	Introduction.....	28
5.2	General.....	28
5.3	Obligation of the contractor.....	29
5.4	Incentives:.....	30
5.5	Design Build & Finance by the Bidder:.....	31
5.6	Fixing of Sale price of Dwelling Unit:.....	31
5.7	Maintenance by the project:.....	31
5.8	Cost Recovery by selected bidder:.....	32
5.9	Beneficiary Identification by Public Authorities:.....	32
5.10	Payments by Allottees:.....	32
5.11	Financial Assistance to Allottees:.....	32
5.12	Public Private Partnerships for Trunk Infrastructure:.....	32
5.13	Institutional Mechanism to oversee the project:.....	33
6.	General Conditions of Contract.....	34
6.1	Draft Contract.....	34
6.2	Change Request.....	35
6.3	Governing Law.....	35
6.4	Settlement of Disputes.....	35
6.5	Change in laws and Regulation.....	36
6.6	Force Majeure.....	36
6.7	Extension of Time.....	36
6.8	Termination.....	37
7.	Annexures.....	38
	Annexure - 1: Request for Clarification.....	38
	Annexure - 2 Pre-Qualification Bid Documents (Envelop A).....	39
	Annexure - 3: Template for Technical Bid (Envelop B).....	41

*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 PCMC area for Prabhag- D*

Annexure - 4: Commercial Bid to be submitted in Envelope C.....	44
Annexure - 5: Declaration by Bidder.....	45
Annexure - 6: Authorization Letter for Signing of Bid.....	46
Annexure - 7A: Power of Attorney for Lead Bidder of Consortium .....	48
Annexure - 7B: Power of Attorney for Consortium Partner.....	50
Annexure - 8: Format for Joint Deed Agreement.....	52
Annexure - 9: Approved Parking & Passage Norms.....	55
Annexure - 10: Land JV Details (if any).....	56
Annexure - 11: Means of Financing for the Project.....	57
Annexure - 12: Map of along with location in Municipal limit.....	58

## **Disclaimer**

1. Pimpri Chinchwad Municipal Corporation, Maharashtra (hereinafter referred to as 'Authority' 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 PCMC area for Prabhag - D*", 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 Pimpri Chinchwad Municipal Corporation to consider the investment objectives, financial situation and particular needs of each bidder.
3. Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation, any kind of error, misprint, inaccuracies, or omission in the document. Pimpri Chinchwad Municipal Corporation 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. Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation or any other costs incurred in connection with or relating to its bid.
6. Issue of this RFP does not imply that Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
7. Pimpri Chinchwad Municipal Corporation may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. Pimpri Chinchwad Municipal Corporation, 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. Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation. Such valid suggestions if so required, after review by Pimpri Chinchwad Municipal Corporation, may be incorporated into this 'Request for Proposal' as a corrigendum, which shall be uploaded onto the PCMC website.



## 1. Invitation of Proposal

1. Pimpri Chinchwad Municipal Corporation 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 PCMC 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://www.pcmcindia.gov.in/pradhan-mantri-awas-yojana.php> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bidding process done manually subject to the submission of required Tender Form Fee.
3. The bidders (authorized signatory) shall submit their offer in hard copies for preliminary qualification, technical and commercial Bid. The Tender Form Fee (Non-refundable) should be submitted in cash at PCMC Account Department, PCMC Main Building and the receipt of the cash deposited shall be submitted and sealed in Envelope A.
4. Pimpri Chinchwad Municipal Corporation will not be responsible for any issues in submission of bids due to any reason.

### 1.1 Key Events and Dates

S. No.	Information	Details
1.	Tender Starting Date (RFP Advertisement Date)	3 <sup>rd</sup> September 2018
2.	Submission of Pre-Bid Queries on	<a href="mailto:cltc@pcmcindia.gov.in">cltc@pcmcindia.gov.in</a>
3.	Pre-Qualification Bid Opening Date [Envelop - A]	Within 10 days from receiving the Bids in hard copy
4.	Technical Bid Opening Date [Envelop - B]	Within 10 days from opening of Pre-qualification Bids (to be received in hard copy)
5.	Commercial Bid Opening Date [Envelop - C]	The Authority shall intimate via email regarding date and time for Opening of Commercial Bid to only Technically qualified Bidders.
6.	Address for Communication	Office of Joint City Engineer, PMAY (Civil), 1 <sup>st</sup> floor, Civil Department, Pimpri Chinchwad Municipal Corporation, Administrative building, old Mumbai Highway, Pimpri – 41018 Email: <a href="mailto:cltc@pcmcindia.gov.in">cltc@pcmcindia.gov.in</a>

## **1.2 Other Important Information related to Bid**

<b>S. No.</b>	<b>Information</b>	<b>Details</b>
<b>1.</b>	Tender Form Fee	INR 2000
<b>2.</b>	Bid Validity Period	180 days from last date of Bid submission
<b>3.</b>	Last date for signing the Agreement	Within 45 days of issuance of LoA/LoI by the Authority to the Successful Bidder.

## **2. Request for Proposal Process**

This section includes important information related to RFP.

### **2.1 General Information and Guidelines**

- 1 Pimpri Chinchwad Municipal Corporation 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.
- 5 Multiple bidders could be selected for the Prabhag based on the bidder’s eligibility and the demand to be fulfilled to achieve the required target

### **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 3, 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 Pimpri Chinchwad Municipal Corporation. 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 Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation 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
- 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.

- 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 Pimpri Chinchwad Municipal Corporation.
- 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 Pimpri Chinchwad Municipal Corporation) as the outgoing member, and to the satisfaction of Pimpri Chinchwad Municipal Corporation. In the event Pimpri Chinchwad Municipal Corporation 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 the joint and severally liability commitment.
- 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 the Tender Form Fee (Non- refundable) should be submitted in cash at PCMC Account Department, PCMC Main Building and the receipt of the cash deposited shall be submitted and sealed in Envelope A. The RFP document can be downloaded from the portal <https://www.pcmcindia.gov.in/pradhan-mantri-awas-yojana.php> on registration. Bids that are not accompanied by the Tender Form Fee or accompanied with inadequate Tender Form Fee, shall be considered non-responsive and will be rejected.

### **2.4 Pre-Bid Queries on RFP**

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 [cltc@pcmcindia.gov.in](mailto:cltc@pcmcindia.gov.in) It is at the discretion of Pimpri Chinchwad Municipal Corporation to respond to valid and appropriate queries raised and publish them on [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in). If required the corrigendum will be issued. This response of Pimpri Chinchwad Municipal Corporation shall become integral part of RFP document.

## **2.5 Response to Pre-Bid Queries / Corrigendum / Amendment to the RFP**

Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation would be displayed on [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in)

Any such supplement/ corrigendum/ amendment shall be part of this RFP. Any such supplement/ corrigendum/ amendment will be binding on all the bidders. Pimpri Chinchwad Municipal Corporation 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.

## **2.6 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.

## **2.7 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 Pimpri Chinchwad Municipal Corporation to facilitate the evaluation process, and all other related activities of the Bid process. This RFP does not commit Pimpri Chinchwad Municipal Corporation 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.

## **2.8 Right to Termination**

Pimpri Chinchwad Municipal Corporation may terminate the RFP process at any time and without assigning any reason. Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation. The bidder's participation in this process may result in Pimpri Chinchwad Municipal Corporation selecting the bidder to engage towards execution of the contract.

## **2.9 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 5 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.

## **2.10 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.

## **2.11 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 Manual Submission of bid in Hard copy

- 1 The bidder shall submit the hard copy of the bid as per the instructions mentioned below. There will not be any online bid submission for the said Tender.
- 2 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
- 3 All the three envelopes shall then be sealed in one single envelope for submission and shall be addressed to:
 

To,  
Office of Joint City Engineer,  
PMAY (Civil), 1<sup>st</sup> floor, Civil Department,  
Pimpri Chinchwad Municipal Corporation,  
Administrative building, Old Mumbai Highway,  
Pimpri – 41018
- 4 To view- RFP Notice, Detailed Time Schedule, RFP Document and its supporting documents, kindly visit following website link <https://www.pcmcindia.gov.in/pradhan-mantri-awas-yojana.php>

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

Table: Documents Required			
Sr. No.	Document Type	Document Format	Bid Submission
Tender Form Fee 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 <b>Annexure 2</b> 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 manual process. Hard copy of the documents to be submitted in Envelope A.</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 <b>Annexure 3</b> 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 manual process. Hard copy of the documents to be submitted in Envelope B.</p>	Yes
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 ASR (Annual Schedule of Rates)/ (RR) Ready Reckoner Rates. 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 ASR (Annual Schedule of Rates)/ (RR) Ready Reckoner Rates, shall be selected as final bidder.</p> <p>Multiple bidders may be selected for a Prabhag based on the bidder's eligibility and the demand to be fulfilled.</p> <p>The Commercial Bid shall be submitted in hard copy marked in Envelope C, as per <b>Annexure 4</b>.</p> <p><i><b>Note:</b> Once the project proposal is approved from Central level Committee (CSMC), the bidder shall submit the DPR within 30 days of the approval. After the project DPR is submitted, the corporation shall compare the proposed DPR rate of the project and the current ASR rates prevailing in the area. Whichever of the two values (DPR Rate or the ASR Rate) is lesser, shall be used to decide the prices of the quoted percentage of the dwelling units. (The ASR rate that shall be used for finalizing the cost shall be of the year in which the contract is signed by the Bidder.)</i></p>	

- 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 submitted on the same day. Pimpri Chinchwad Municipal Corporation shall not entertain any representation from any bidder, who fails to submit the requisite documents on account of any technical issues.
- d. Pimpri Chinchwad Municipal Corporation 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.
- e. It is required that all the Bids submitted in response to this RFP should be unconditional in all respects, failing which Pimpri Chinchwad Municipal Corporation 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 submitted 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.

<b>S. No.</b>	<b>Eligibility Criteria</b>	<b>Supporting Documents</b>
<b>Organization Background</b>		
<b>1.</b>	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
<b>2.</b>	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 2017-18.

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
<b>Land Details</b>		
1.	<b>Title of the land:</b> 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.	<b>Encumbrances:</b> 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.	<b>Land Possession:</b> 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. Copy of DP map of the area.
5.	The land should be within the Pimpri Chinchwad Municipal Corporation notified area and fringe area as approved under PMAY (U)	Certification from Pimpri Chinchwad Municipal Corporation

**Note:**

- a. 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.
- b. 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 Pimpri Chinchwad Municipal Corporation.
- c. 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.

<b>No Deviation Statement</b>			
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 criteria's, 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
<b>A. Organization Strength</b>		
1	<p>Bid Capacity of Sole Bidder / Lead Bidder</p> <p><b>Calculation:</b>            Bid capacity of Bidder = <math>2 * A * N</math>            Where:            A = Turnover of Bidder in the previous financial year.            N = Time period (No. of Years) of proposed Work.</p>	<p>Bid Capacity of Bidder &gt; Estimated Project Cost = 5 Marks            Bid Capacity of Bidder &gt; 1.5 times Estimated Project Cost = 10 Marks</p>
<b>B. Land Details</b>		
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.	Rights of Way- to be considered for feasibility of developing the site	<p>a) No rights of way on or accessing the site that are apparent from a visual inspection – 5 marks</p> <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>

<p><b>6.</b></p>	<p>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>	<p>a) there is an existing bus route with easy access on site ( less than 1 km distance) and good bus frequency – 5 marks  b) there is an existing bus route with easy access ( less than 10 min walk) on site but poor bus frequency – 3 marks  c) there is an existing bus route which is more than 1 km distance and good bus frequency – 1 mark  d) there is an existing bus route more than 1 km distance away but there is poor bus frequency – 0 mark</p>
<p><b>7.</b></p>	<p>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>	<p>a) The Site is within 0.5 km walking distance of local shops and/ or amenities.-5 marks  b) The Site is within 1 km walking distance of local shops and/ or amenities.- 3 marks  c) The Site is within 2 km walking distance of local shops and/ or amenities – 1 mark.  d) The site is more than 2 km 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>
<p><b>8.</b></p>	<p>Local infrastructure: schools, Health Care Centers - site choice should take into account location of Schools, Hospitals etc. with available places, site choice should not have a detrimental effect on existing provision or facilities;</p>	<p>a) There are existing Schools &amp; Health Care Facilities with available places within 1 km distance – 10 marks  b) There are existing Schools &amp; Health Care Facilities with available places within 1 to 2 km distance – 5 marks  c) There are existing Schools &amp; Health Care Facilities with available places within a short bus or car journey of not more than 5 km distance. – 3 mark  d) New Schools &amp; Health Care provision will be needed – 0 marks</p>

9.	Cultural, religious and recreational facilities: libraries, places of worship, cinemas, sports & community centre, 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	<p>a) there are existing cultural, religious and recreational facilities within 1 km distance - 5 marks</p> <p>b) there are existing cultural, religious and recreational facilities within 1 to 2 km distance - 3 marks</p> <p>c) there are existing cultural, religious and recreational facilities within a 5 km distance - 1 mark</p> <p>d) New cultural, religious and recreational facilities will be needed. - 0 marks</p>
10.	Site Evaluation by Technical Committee	Max Marks - 30 marks
<b>Total marks</b>		<b>100 marks</b>

### 3.4 Commercial Bid

- 1 Bidder 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 ASR (Annual Schedule of Rates)/ (RR) Ready Reckoner Rates. 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 ASR (Annual Schedule of Rates)/ (RR) Ready Reckoner Rates, shall be selected as final bidder.
- 3 Multiple bidders may be selected for a Prabhag based on the bidder's eligibility and the demand to be fulfilled.
- 4 **Note:** Once the project proposal is approved from Central level Committee (CSMC), the bidder shall submit the DPR within 30 days of the approval. After the project DPR is submitted, the corporation shall compare the proposed DPR rate of the project and the current ASR rates prevailing in the area. Whichever of the two values (DPR Rate or the ASR Rate) is lesser, shall be used to decide the prices of the quoted percentage of the dwelling units. (The ASR rate that shall be used for finalizing the cost shall be of the year in which the contract is signed by the 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, Pimpri Chinchwad Municipal Corporation 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 submitted.
2. The quoted percentage area shall be corrected for arithmetical errors.
3. In cases of discrepancy between the percentage 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. Pimpri Chinchwad Municipal Corporation reserves the right to withdraw the RFP and change or vary any part thereof, at any stage. Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation.
3. No verbal conversations or agreements with any official, agent, or employee of Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation shall be superseded by the definitive agreement that results from this RFP process. Verbal communications by Pimpri Chinchwad Municipal Corporation to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than Pimpri Chinchwad Municipal Corporation.
4. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation to leave Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation.

### **3.8 Right to the content of Bid**

All bids and accompanying documentation of the Pre-Qualification & Technical Bid will become the property of Pimpri Chinchwad Municipal Corporation and will not be returned. Pimpri Chinchwad Municipal Corporation 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. Pimpri Chinchwad Municipal Corporation 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. The Commercial Bid is enclosed with the Technical Bid.
4. The bidder tries to influence the Bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
5. 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.
6. The successful bidder fails to enter into a Contract within 45 days of the date of issue of Work Order or within such extended period, as may be specified by the Pimpri Chinchwad Municipal Corporation.
7. While evaluating the Bids, if it comes to the Pimpri Chinchwad Municipal Corporation 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. Pimpri Chinchwad Municipal Corporation 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 submitted (Envelope A)

#### **Stage 2:**

2. The Bids who qualifies the Pre - Qualification criteria's will only be considered for the evaluation of Technical Bid as per Section 3.3. (Envelope B). Bidders not meeting pre-qualification criteria due to non-submission of documents may be provided with one opportunity to furnish missing documents, at the discretion of the authority. Further to this unqualified bids will be rejected

#### **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 ASR (Annual Schedule of Rates)/ (RR) Ready Reckoner Rates. 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 ASR (Annual Schedule of Rates)/ (RR) Ready Reckoner Rates, shall be selected as final bidder.

***Note:** Once the project proposal is approved from Central level Committee (CSMC), the bidder shall submit the DPR within 30 days of the approval. After the project DPR is submitted, the corporation shall compare the proposed DPR rate of the project and the current ASR rates prevailing in the area. Whichever of the two values (DPR Rate or the ASR Rate) is lesser, shall be used to decide the prices of the quoted percentage of the dwelling units. (The ASR rate that shall be used for finalizing the cost shall be of the year in which the contract is signed by the Bidder.)*

5. Pimpri Chinchwad Municipal Corporation reserves the right to accept or reject any or all bids without giving any reasons thereof.

### **4.3 Pre-Qualification Bid Evaluation**

- a) The bidders who have submitted the bid along with all the required documents in Envelope A with stipulated Tender Form Fee 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 hard copies of the documents shall be submitted sequentially as per Annexure 2.

### **4.4 Technical Bid Evaluation**

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

- b) 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 submit the required supporting documents for the same in Envelope marked as B to Pimpri Chinchwad Municipal Corporation.
- c) Site Evaluation: The Bid Evaluation Committee 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, Pimpri Chinchwad Municipal Corporation can reject the bid and also ban the bidder from participation in any future RFPs.
- d) The committee may seek inputs from their professional and technical experts in the evaluation process.
- e) 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.
- f) 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**

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.

#### **4.7 Award Criteria**

Post the evaluation process indicated in Section 4.6, Pimpri Chinchwad Municipal Corporation will award the Contract to the selected bidder.

#### **4.8 Right to accept any Bid and to reject any or all Bids**

Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation's action.

#### **4.9 Notification of Award**

Prior to the expiration of the validity period, Pimpri Chinchwad Municipal Corporation 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. Pimpri Chinchwad Municipal Corporation reserves the right to annul the award in case there is a delay of more than 45 days 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.

## **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.

Pimpri Chinchwad intends to fulfill the cities demand of approximately 60,000 Affordable Housing in Partnership (AHP) vertical beneficiaries who have applied through online and offline survey (Non-slum) of PCMC. Currently, PCMC has the capacity to fulfill 10,000 housing units, the remaining 50,000 housing stock will be fulfilled by the help of private land owners. Hence, PCMC intends to invite the private land owners in completing the target of housing for all by 2022.

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 PCMC area for Prabhag-D

### **5.2 General**

- a) The construction agency shall construct Residential buildings as per the approved drawings, designs, terms and conditions by PCMC on the site situated at Survey No. -----  
-----
- b) The construction agency is completely responsible for all land related information submitted for approval from PCMC its correctness and legal sanctity and shall make sure that any legalities, title or any other land related issues shall not constrain the development under this proposal.
- c) The construction agency shall prepare DPR, soil investigation, Architectural planning, designing for master plan, building plans, submitting and obtaining approval for the project from the SLAC, SLSMC and CSMC as applicable, including satisfactory approvals and

- compliances of all the relevant conditions mentioned in I.O.D., Commencement Certificate and other NOC's from CFO, MoEF, Civil Aviation and any other concerned authorities to the extent of scope of the work.
- d) Obtaining approval to all site-infrastructure works of the scheme from PCMC or other concern authorities and work will be carried out as per approved plans.
  - e) Obtaining other approvals from departments like sewerage, water supply, other NOC's related to PHE and other NOC's from Local Authority like MIDC/MoEF/PWD/CFO/Civil Aviation/ MSEDCL etc. Or from other appropriate Authority, which includes obtaining NOC's and post NOC compliances as may be required for completion of the project. The approvals and obtaining lift certificate from lift Inspector is also part of builder's responsibility.
  - f) Builder is also responsible for obtaining Occupation Certificate, Completion Certificate, Water Connection, Drainage connection, Electric connection etc. from PCMC or other appropriate authorities for the completed buildings and layout without claiming any payment from any of the authorities.
  - g) 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.
  - h) The balcony can be included in the proposed 30 Sq. m. area of the EWS dwelling unit but the terrace shall not be considered a part of 30 sq. m. area. No premium exemption shall be provided for the terrace. But the GR's pertaining to the development charges/ premium charges, if any, shall be applicable.
  - i) The construction agency shall be responsible for ward and watch of the project including safety and security in all sense. PCMC shall not be responsible for any site related to any accidents, mis-happenings in preconstruction, construction and post construction phase.
  - j) Any approvals at the time of commissioning the services like Sewage Treatment Plant, Electrical substation, electrical meters, gas connections, telephone connections etc. but not limited to shall be the responsibility of construction agency. The construction agency shall take necessary approvals to establish and also consent to operate from PCMC or other approving authorities / service provider.
  - k) No relaxation shall be provided for the side margin norms in case of MSEB Tower passing through the land due to safety concerns.
  - l) In case if the bidder has an existing project, the bidder shall submit a new DPR for the remaining/vacant land parcel as a new/ separate project to be developed under PMAY. The old DPR shall not be considered for the said project. Only the vacant land parcel shall be considered as a new project after revision of building permissions.
  - m) In case when a high tension line passes through the site the bidder shall provide internal roads
  - n) The start-off date for the said project shall be after the building permission is received (Commencement Certificate is received from PCMC)

### **5.3 *Obligation of the contractor***

1. Successful bidder should prepare and submit DPR within 21 days of award of contract to him.
2. The period of completion shall be 24 Months. This period includes period of monsoon also. The stipulated time period of 24 months shall be considered from the date of award

of work & it shall be mentioned in the LoI. The units which are to be handed over by successful bidder should be within 24 months with all infrastructures in working condition. It is expected from all the bidders to adhere to the project timelines. The phasing of the projects can be done based on the scale of the proposed project. The relaxation/ extension in the project tenure shall be decided by PCMC at their discretion based on the quantum of individual project.

3. The bidder shall construct a minimum of 35% of the dwelling units under the EWS category. Only EWS (30 sq. m.) and LIG (60 sq. m.) development shall be permitted in the said project.
4. The bidder shall handover the units including society formation.
5. Any commercial development on the said project shall be as per the SRA Rules.
6. In the said project, the DPR shall be prepared by considering GST @ 12% on the basic cost of the project without any concession as per the GoI guidelines.
7. The project advertisement shall be borne by the developer on its own cost.

#### **5.4 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 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. The Stamp duty shall be dependent on the time-to-time amendments received from the state government.
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.
5. 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.
6. Urban Development Department, Government of Maharashtra shall separately issue a GR for Exemption in the Development Charges for projects constructed under this PPP. That shall be applicable for the said project. Until the GR is received from the state government, no exemption on development charges shall be provided.
7. 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.

8. No exemption shall be applicable on Fire Premium. PCMC shall relax the payment mechanism of the Fire Premium from 1 time payment to a 3 stage payment mechanism for the said project. The stages shall be as follows:
  - a) At the time of sanctioning of the project
  - b) After the completion of the project till plinth level
  - c) After the completion of the project
9. PCMC will formulate a separate committee to assist in Environment Clearance.

### **5.5 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).

### **5.6 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 ASR rates/ ready reckoner rates. 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 ASR rates/ ready reckoner rates, 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.

***Note:** Once the project proposal is approved from Central level Committee (CSMC), the bidder shall submit the DPR within 30 days of the approval. After the project DPR is submitted, the corporation shall compare the proposed DPR rate of the project and the current ASR rates prevailing in the area. Whichever of the two values (DPR Rate or the ASR Rate) is lesser, shall be used to decide the prices of the quoted percentage of the dwelling units. (The ASR rate that shall be used for finalizing the cost shall be of the year in which the contract is signed by the Bidder.)*

### **5.7 Maintenance by the project:**

Maintenance of the project shall be done by the developer for a period of one year only, and after this it is the responsibility of the beneficiaries to do the maintenance. There is no involvement of the selected bidder or government for the maintenance of the units after the transfer of units to allottee. The bidders shall not take one time sinking fund from the beneficiaries who will be allotted the said 50% of the flats.

### **5.8 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.

### **5.9 Beneficiary Identification by Public Authorities:**

Pimpri Chinchwad Municipal Corporation 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.

### **5.10 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.

### **5.11 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.

### **5.12 Public Private Partnerships for Trunk Infrastructure:**

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

### ***5.13 Institutional Mechanism to oversee the project:***

The selected bidder in consultation with Pimpri Chinchwad Municipal Corporation 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 be 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.

Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation (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:
  - i. 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.
  - ii. Financing and Construction of EWS and/or LIG Tenements at Survey No. <<Address of location>> as per detailed specifications, provisions as per relevant codes, terms and conditions additional specifications etc.
  - iii. Obtaining approval to all the site-infrastructure works of the scheme and work will be carried out as per approved plan, 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 Pimpri Chinchwad Municipal Corporation.
  - iv. 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.

- v. 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.
- vi. 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 Pimpri Chinchwad Municipal Corporation, which require modification in the current scope of the project, then bidder should make those changes as required by Pimpri Chinchwad Municipal Corporation. Modalities of such change shall be mutually decided between the selected bidder and Pimpri Chinchwad Municipal Corporation.

## **6.3 Governing Law**

Any dispute related to this RFP arising out of any particulars mentioned herein will be subject to Jurisdiction of Pimpri Chinchwad/Pune 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 Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation 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,
- ii. 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
  - iii. Arbitration proceedings shall be held in Pimpri Chinchwad, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
  - iv. 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 Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation in writing of such conditions and the cause thereof. Unless otherwise directed by Pimpri Chinchwad Municipal Corporation 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 Pimpri

Chinchwad Municipal Corporation in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation, unless an extension of time is agreed mutually.

## **6.8 Termination**

- a. Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e. If the selected bidder submits to the Pimpri Chinchwad Municipal Corporation a false statement which has a material effect on the rights, obligations or interests of Pimpri Chinchwad Municipal Corporation.
- f. If the selected bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Pimpri Chinchwad Municipal Corporation.
- g. If the selected bidder fails to provide the quality services as envisaged under this Contract, Pimpri Chinchwad Municipal Corporation may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. Pimpri Chinchwad Municipal Corporation 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, Pimpri Chinchwad Municipal Corporation is entitled to terminate if and only if the breach is not remedied within a stipulated time period.
- k. In the event Pimpri Chinchwad Municipal Corporation terminates the Contract in whole or in part, pursuant to point (a) to (j) of GCC Clause 6.8 Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation 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 PCMC area for .			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:



<b>Annexure - 2 Pre-Qualification Bid Documents (Envelop A)</b>			
<b>Following Check list of documents to be submitted</b>			
<b>Sr. No</b>	<b>Documents To be submitted (as per Pre-Qualification Criteria)</b>	<b>Compliance to the documents Yes/ No/ NA</b>	<b>Page No.</b>
<b>1</b>	Pre-Qualification Bid document Checklist filled with necessary details (Annexure 2)		
<b>2</b>	Receipt of Tender Form Fee (Non- refundable)		
<b>3</b>	Consortium Agreement on stamp paper of Rs. 100/-, if applicable		
<b>4</b>	For Lead Bidder: Power of Attorney in the prescribed format		
<b>5</b>	For Lead Bidder: Authorization Letter on company letter head		
<b>6</b>	For Consortium Partner: Power of Attorney in the prescribed format		
<b>7</b>	For Consortium Partner: Authorization Letter on company letter head		
<b>8</b>	Declaration Certificate by Lead Bidder (Annexure 5)		
<b>9</b>	No Deviation Statement: (Citation in Pre-Qualification Criteria Section 3.2)		
<b>10</b>	Certificate of Incorporation for Lead Bidder and changes thereto issued by Government Authority		
<b>11</b>	For Lead Bidder: PAN Card		
<b>12</b>	For Lead Bidder: IT clearance or IT returns paid		
<b>13</b>	For Consortium Partner: PAN Card		
<b>14</b>	Audited Profit & Loss Account statement and Balance Sheet of Lead Bidder for last three financial year		
<b>15</b>	Self-certification by Lead Bidder about not being black listed by any of the Central/ State / UT government / PSUs.		
<b>16</b>	Self-certification by Lead Bidder to register the project under MahaRERA Partner.		
<b>17</b>	7/12 and other supporting documents clearly mentioning the title of the land on the name of bidder		
<b>18</b>	Search Title Report prepared and duly signed by the advocate.		
<b>19</b>	Self-certification by Lead Bidder mention the land is free from all the encumbrances, litigations etc.		

<b>20</b>	Self-certification by Lead Bidder confirming the land is completely in possession of the bidder		
<b>21</b>	Self-certification by Lead Bidder confirming as per prevailing DP, that construction of affordable housing is allowed on the said land.		
<b>22</b>	Certification from the Pimpri Chinchwad Municipal Corporation that respective parcel of land is within the area of Pimpri Chinchwad Municipal Corporation.		
<b>23</b>	<b>Any other document</b>		
<p><b><u>Note:</u></b></p> <ol style="list-style-type: none"> <li>1 Bidder should produce the original documents at the time of Scrutiny.</li> <li>2 All the documents submitted should be stamped and signed by Authorized Signatory.</li> <li>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.</li> <li>4 Only relevant documents as per the checklist to be submitted.</li> </ol> <p><i>Committee decision is final during verification through original documents produced by Bidder at the time of scrutiny.</i></p>			

Signature and Stamp of the Bidder

Date:

Place:

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

(To be submitted on the letterhead of the bidder)

{Location, Date}

To

Pimpri Chinchwad Municipal Corporation

Mumbai-Pune Road,

Pimpri, Pune-411018,

Maharashtra

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 PCMC area for Prabhag D.

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 PCMC area in .

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.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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 submitted sequentially by the bidder for the

Technical Qualification Bid (Envelop B) along with the above covering letter.

Sr. No	Documents To be submitted	Compliance to documents Yes/ No/ NA	Page No.
1	Technical Envelop covering letter (Annexure 3)		
2	Self-certification on company letterhead mentioning the details: <ul style="list-style-type: none"> <li>• Bid Capacity of Bidder</li> <li>• Turnover of Bidder in the previous financial year</li> <li>• Estimated Project Cost</li> <li>• Number of dwelling units proposed for the project</li> </ul>		
3	Bid capacity calculations; certified in original by the Statutory Auditor/ Chartered Accountant certifying this tender specifically.		
4	Self-Certification by the Consortium for all the criteria's mentioned in section 3.3 of this RFP, mentioning all the requisite details of each and every criteria (All the criteria's under Land Details except criteria number 10). This includes maps/ google maps indicating the location of the criteria mentioned and distance of the project site from these criteria.		
5	Photographs of the site		
6	Map indicating the site boundaries		
7	Table for Means of Financing for the project		
8	DP Map of the Area where site is located		

**Note:**

- a. Bidder should produce the original documents at the time of Scrutiny.
- b. **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.**
- c. 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.
- d. Only relevant documents as per the checklist to be submitted.

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

### Financial Capacity of the Bidder

[On the letter head of the Bidder]

Name of the Bidder	(in Rs. Crore)		
	Year 1 (2)	Year 2 (3)	Year 3 (4)
(1) Average Annual Turnover			

**Assessed Available Bid Capacity = A x N x 2**

Where,

A = Maximum turnover of last 3 years

N = Time period of the proposed work

#### Instructions:

1. The Bidder shall attach copies of the balance sheets and Audited Annual Reports for 3 (three) Financial Years preceding the Bid Due Date. The financial statements shall:
  - a. reflect the financial situation of the Bidder;
  - b. be audited by statutory auditor/ Chartered Accountant certifying this tender specifically
  - c. be complete, including all notes to the financial statements; and
  - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed Financial Year, preceding the Bid Due Date. Year 2 shall be the Financial Year immediately preceding Year 1 and so on.
3. The Bidder shall also provide the name and address of the Bankers.
4. The Bidder, except in the case of publicly listed companies, shall provide an Auditor's Certificate specifying the average annual turnover of the Bidder and also specifying the methodology adopted for calculating such turnover.

## Annexure - 4: Commercial Bid to be submitted in Envelope C

<b>Tender Inviting Authority: COMMISSIONER, PIMPRI CHINCHWAD MUNICIPAL CORPORATION</b>		
<b>Name of Work:</b> Request for proposal (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 PCMC area for Prabhag D.		
<b>Contract no:</b>		
Name of the Bidder/ Bidder Firm / Company :		
<b>PRICE SCHEDULE</b>		
(This BOQ template must not be modified/replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidder are allowed to enter the Bidder Name and Value only)		
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>
S. No.	Item Description	Percentage over and above 50%
1	2	3
1	Percentage of dwelling units (over and above 50%) as per the prevailing ASR Rate/Ready Reckoner Rate	
Total in Figures		
Quoted Rate in Words		

**Note:**

- Multiple bidders could be selected for the Prabhag based on the bidder's eligibility and the demand to be fulfilled
- The following example is provided for the bidders to decide their respective commercial bid.

**Example for submitting the Commercial Bid:** If a bidder wishes to quote 51% of the Dwelling units, of the total dwelling units, as per the ASR/ Ready Reckoner Rates, then the bidder should mention 1% in "Percent Rate Section of Tender Value".

**Note:** Once the project proposal is approved from Central level Committee (CSMC), the bidder shall submit the DPR within 30 days of the approval. After the project DPR is submitted, the corporation shall compare the proposed DPR rate of the project and the current ASR rates prevailing in the area. Whichever of the two values (DPR Rate or the ASR Rate) is lesser, shall be used to decide the prices of the quoted percentage of the dwelling units. (The ASR rate that shall be used for finalizing the cost shall be of the year in which the contract is signed by the Bidder.)

## ***Annexure - 5: Declaration by Bidder***

(To be submitted on the letterhead of the bidder)

To  
The Commissioner,  
Pimpri Chinchwad Municipal Corporation,  
Pimpri - 411018

### **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 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 PCMC area for Prabhag-\_\_\_" 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 - 6: Authorization Letter for Signing of Bid**

(On Company Letterhead)

Know all persons by these presents, [I ..... (name of the company) incorporated under the laws of India and having its registered office at [ ] **“Company”**] do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the **“Attorney”**) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid 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 PCMC area for Prabhag \_\_ pursuant to the RFP dated \_\_/\_\_/2018 (**“RFP”**) issued by the Pimpri Chinchwad Municipal Corporation (the **“PCMC”**) and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to PCMC, representing us in all matters before PCMC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with PCMC in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Pimpri Chinchwad Municipal Corporation.

AND we hereby agree to ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2.....

For .....

(Signature)

(Name, Title and Address)

Witnesses:

(Notarized)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)



**Notes:**

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

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

## **Annexure - 7A: Power of Attorney for Lead Bidder of Consortium**

(To be executed on stamp paper of appropriate value)

Whereas PCMC has invited proposals from interested parties 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 PCMC area for Prabhag \_\_

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Bidder with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

We, M/s..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Bidder and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

## **Annexure - 7B: Power of Attorney for Consortium Partner**

(To be executed on stamp paper of appropriate value)

Whereas PCMC has invited proposals from interested parties 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 PCMC area for Prabhag \_\_

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Bidder with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

We, M/s..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ....., having its registered office at ....., being one of the Members of the Consortium, as the Consortium Partner.

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

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)  
(Executants)

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

Witnesses:

- 1.
- 2.

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

## **Annexure - 8: Format for Joint Deed Agreement**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting bids are required to follow the applicable law in their country)*

THIS Joint Deed Agreement executed on this \_\_ day of \_\_ Two thousand and \_\_ between M/s\_\_\_\_ a \_\_ incorporated under \_\_\_\_ and having its Registered Office at \_\_\_\_ (hereinafter called the "Lead Bidder", which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a \_\_\_\_\_ incorporated \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "Consortium Partner", which expression shall include its successors, executors and permitted assigns) for the purpose of making a Proposal and entering into the Development Agreement (in case of award) to be hereinafter referred to as the Contracts, against Request for Proposal issued by the Pimpri Chinchwad Municipal Corporation, or its authorized representative (hereinafter referred to as PCMC).

WHEREAS PCMC desired to select a private developer 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 PCMC area for Prabhag\_\_\_\_

WHEREAS, PCMC had invited Proposals vide its RFP Document;

AND WHEREAS Annexure 2 (Sr. No. 4) of the RFP document stipulates that the Bidder qualifying on the strength of a Bidding Consortium to submit a legally enforceable Joint Deed Agreement in a format specified by the PCMC wherein the Consortium Partner have to set out their roles and responsibilities for the implementation of the Project.

AND WHEREAS the Proposal has been submitted to PCMC vide letter no. \_\_ dated \_\_ in accordance with the relevant provisions of RFP.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this Bidding Consortium do hereby mutually agree as follows:

1. In consideration of the award of the Contract(s) by PCMC to the Bidding Consortium, we the members of the Bidding Consortium to the Joint Deed Agreement do hereby unequivocally agree that partner M/s\_\_\_\_\_, shall act as the Lead Bidder as defined in the RFP for self and agent for and on behalf of the Consortium Members.
2. If a Special Purpose Company is established for the implementation of the Project, the Lead Bidder shall hold a minimum of 51% stake in total paid up share capital.
3. If a Special Purpose Company is established for the implementation of the Project, the Consortium Partner shall hold a minimum of 26%<sup>1</sup> stake in total paid up share capital.
4. Notwithstanding anything contrary contained in this Consortium Agreement all the Consortium Members shall be jointly and severally responsible for the execution of the Project in accordance with the terms of the Development Agreement.

---

<sup>1</sup> Applicable if the experience is demonstrated by Consortium Partner

5. The roles and responsibilities of the Lead Member are as follows:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
6. The roles and responsibilities of the Consortium Member are as follows:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
7. The Lead Bidder is hereby authorized by the Consortium Partner to bind the Bidding Consortium and receive instructions for and on their behalf. It is further understood that the execution of the Contract shall be done exclusively by the Lead Bidder.
8. The Lead Bidder shall be jointly liable and responsible for ensuring the individual and collective commitment of each of the members of the Bidding Consortium in discharging all their respective obligations. Each Consortium member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged.
9. The Lead Bidder shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Pimpri alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by PCMC.
12. The Lead Bidder is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP and for the purposes of the project.
13. It is hereby expressly understood between the partners to this Joint Deed Agreement that neither partner may assign or delegate its rights, duties or obligations under the contract except with prior written consent of PCMC.
14. This Joint Deed Agreement
  - a. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
  - b. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
  - c. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of PCMC:

*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 PCMC area for Prabhag- D*

IN WITNESS WHEREOF, the partners to the Joint Deed Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

For and behalf of Lead Bidder by: (Signature) (Name) (Designation)	For and behalf of the Consortium Partner by: (Signature) (Name) (Designation)
In the presence of	
1)	2)
In the presence of	



## Annexure - 9: Approved Parking & Passage Norms

S. No	TITLE	AS PER DC RULE PCMC			AS PER PUNE SRA RULE			PROPOSED FOR PROJECT		
1	Parking 0 - 80 sq.m (residential)	For 2 tenements 0 - 80 sq.m			For every tenement			For every tenement		
		Numbers			Numbers			Numbers		
		Car	Scooter	Cycle	Car	Scooter	Cycle	Car	Scooter	Cycle
		1	4	4	0	1	2	0	1	2
	Area	12.5 sq.m.	3.00 sq.m.	1.40 sq.m.	Not mentioned				2.00 sq.m.	0.70 sq.m.
	For 1390 tenement area	695	2780	2780	0	1390	2780	0	1390	2780
	& Commercial area required per 100 sq.m.	2	6	2						
	Proposed Commercial area 184.22 sq.m.	4	12	4	5	12	4	5	12	4
		699	2792	2784		1402	2784		1402	2784
		8737.5	8376	3897.6	5	4206	3897.6	5	4206	3897.6
	TOTAL area	21011.1 sq.m			8103.6 sq.m			8103.6 sq.m		
2	Passage	Width 1.5 m			Width 1.5 m			Width 1.35 m		

**Annexure - 10: Land JV Details (if any)**

(On Company Letterhead)

S. No.	Survey No.	7/12 Area	Landowner's Name	JV Document Registration No.	JV Document Area	Correction Deed No.	Correction Deed Area	Total Area
1								
2								
3								

This is to certify that above pieces of land are adjoin in \_\_\_\_\_ (residential/commercial/industrial/green/red/blue) zone and free from all litigations and there is \_\_\_\_\_ (yes/no) proposed reservation.

### ***Annexure - 11: Means of Financing for the Project***

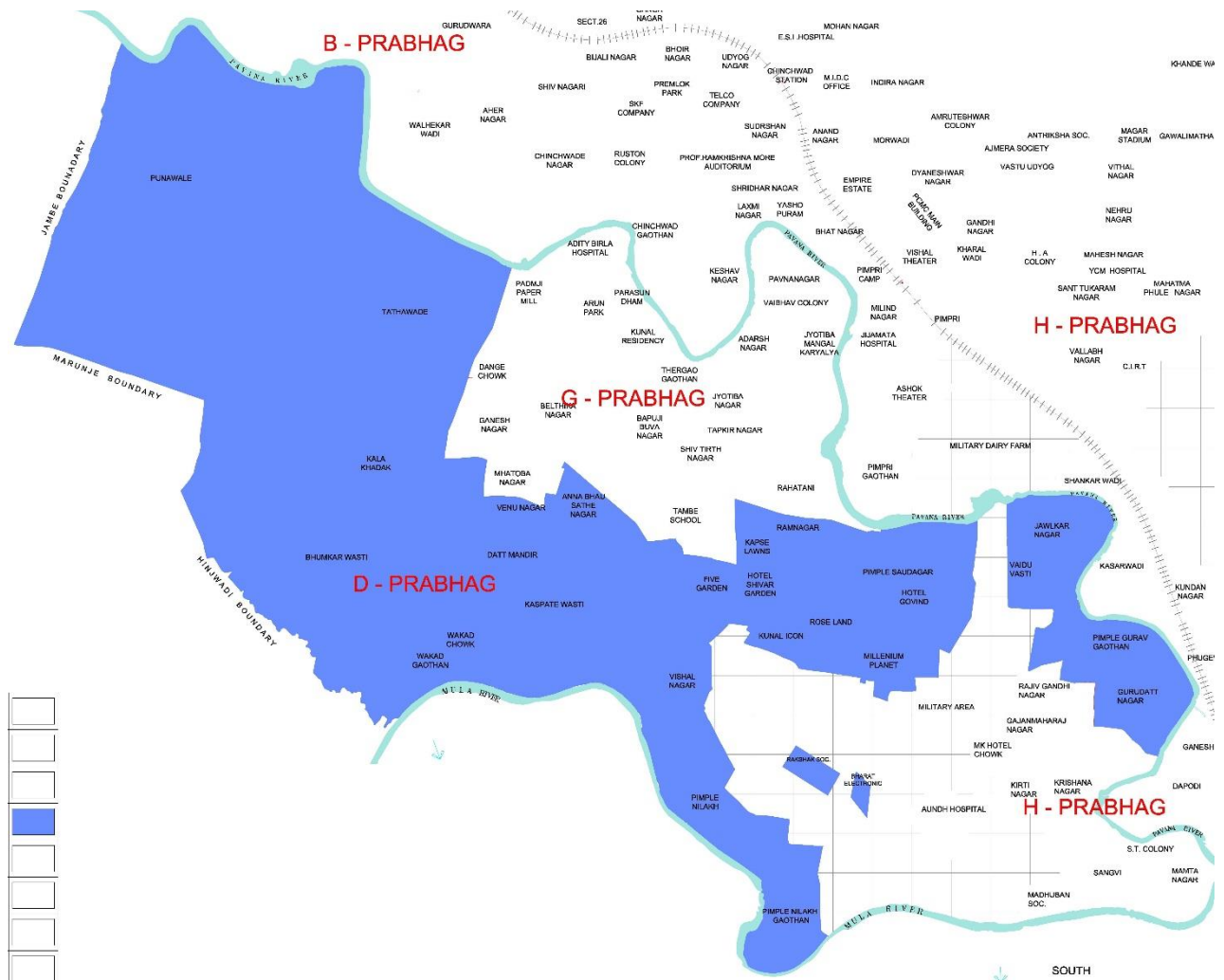
The bidder shall submit its estimated yearly distribution of financing arrangements with regard to the project.

<b>Year-wise – Quarter wise distribution of costs</b>	<b>Total estimated project cost</b>	<b>Equity</b>	<b>Debt proposed to be taken by Developer</b>
<b>Quarter 1</b>			
<b>Quarter 2</b>			
<b>Quarter 3</b>			
<b>Quarter 4</b>			
<b>Quarter 5</b>			
<b>Quarter 6</b>			
<b>Quarter 7</b>			
<b>Quarter 8</b>			

Signature of Authorized Signatory

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 PCMC area for Prabhag - D

### Annexure - 12: Map of Prabhag - D along with location in Municipal limit



## Pimpri Chinchwad Ward Map (8 Prabhags) (for Reference Purpose)

