



# Bhubaneswar Development Authority

Bhubaneswar Development Authority

Akash Shova Building, Sachivalaya Marg, Bhubaneswar, Odisha 751001

Ph: +91-0674-2392801

No.: 3711 /BDA

Dated: 18/02/2025

File no. - BDA/Planning/(General Branch) 2024/32

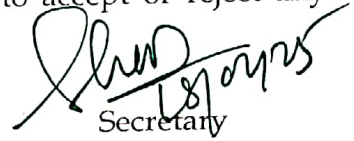
Corrigendum-cum-Response to Pre-Bid Queries

**"SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA) PACKAGE-1 (TPS 32, 33, 34, 35 & 36)"**

**RFP NO. 2748/ BDA/ 2024-25, Dated 06/02/2025**

Secretary, BDA on behalf of Bhubaneswar Development Authority (BDA) hereby issues this notice for the attention of all potential bidders that the last date for submission of proposals till 03:00 P.M. on 06/03/2025. The technical proposal shall be opened at 04:00 P.M. on 06/03/2025. Corrigendum-cum-response to Pre-bid queries in this regard uploaded at the BDA website and Odisha e-procurement website.

BDA reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. BDA reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.



Secretary

BDA, Bhubaneswar

## Corrigendum-cum-Responses to Pre-Bid Queries

RESPONSE TO THE QUERIES TOWARDS PROVISIONS OF REQUEST FOR PROPOSAL FOR “SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)“-PACKAGE-1 (TPS No.-32, 33, 34, 35 & 36)”

RFP NO. 2748/ BDA/ 2024-25, Dated 06/02/2025

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
1.	1 Eligible Bidders Serial No 3, Note: Page 10 of RFP	Similar nature work” shall mean the bidders shall have experience of planning and designing of at least 1 (one) number of Town Planning scheme / land pooling scheme of minimum 100.00 Acres (41 Ha) in India	<p>We request you to kindly consider Master Planning under the eligibility criteria, as it requires the same expertise and technical proficiency as Town Planning Scheme/Land Pooling. The scope, methodology, and planning principles involved in Master Planning align closely with those of Town Planning, ensuring a comprehensive and effective approach to the project.</p> <p><b>Request to modify as given below:</b>            Similar nature work” shall mean the bidders shall have experience of planning and designing of at least 1 (one) number of Town Planning scheme / land pooling scheme / <b>Master planning</b> of minimum 100.00 Acres (41 Ha) in India</p>	<b>RFP conditions prevail</b>

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
2.	1 Eligible Bidders, Page 11 of RFP	Please note that for the purposes of this RFP, consortium / JV is not allowed	To ensure the participation of the best firms and services, we kindly request you to allow Joint Ventures (JVs) in the bidding process. The inclusion of JVs will strengthen the project by bringing together the expertise, technical capabilities, and diverse experience of multiple firms, thereby enhancing overall project execution and delivery	<p>It is clarified that for the purpose of this RFP, <b>Consortium is allowed</b>. However, number of members in a Consortium shall not exceed <b>2 (Two)</b>.</p> <p><b>Note:</b></p> <p>In case the Bidder is a Consortium, it shall comply with the following additional requirements:</p> <ol style="list-style-type: none"> <li>1. Number of members in a Consortium shall not exceed 2 (Two);</li> <li>2. Subject to the provisions of note (1) above, the Bid should contain the information required for each Member of the Consortium;</li> <li>3. Members of the Consortium shall nominate one member as the lead member (the “<b>Lead Member</b>”). The nomination(s) shall be supported by a Power of Attorney, as per the format at <b>Annexure-1</b>, signed by all the Members of the Consortium;</li> <li>4. Lead member of the consortium shall be the member who has experience of Town Planning scheme / land pooling scheme of minimum 100.00 Acres (41 Ha) in India;</li> </ol>

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
				<p>5. Members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at <b>Annexure-2</b> (the “<b>Jt. Bidding Agreement</b>”), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, <i>inter alia</i>:</p> <p>6. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the Completion of the Contract; and</p> <p>7. Except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.</p>
3.	Clause No 1 Eligible Bidders Serial No 4, Page 11 of RFP	The bidder must have a minimum average annual turnover of INR 20 (Twenty) Crore during the last three financial years i.e., (2021-22, 2022-23, 2023- 24)	<p>As financial years vary across different countries, several multinational companies have not yet completed the audit for the financial year 2023-24.</p> <p>Hence, we kindly request you to consider the following financial years for eligibility: The bidder must have a</p>	The bidder must have a minimum average annual turnover of <b>INR 10 (Ten)</b> Crore during the last three financial years i.e., (2021-22, 2022- 23, 2023- 24)

Sr.	Clause No. and Page Reference	RFP Provision			Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause								
					<p>minimum average annual turnover of INR 20 (Twenty) Crore during the last three financial years, i.e., 2020-21, 2021-22, and 2022-23.</p> <p><b>Hence, we request you to kindly consider the given financial year</b> The bidder must have a minimum average annual turnover of INR 20 (Twenty) Crore during the last three financial years i.e., (2020-21, 2021-22, 2022-23)</p> <p>Additionally, we have observed an ambiguity between Clause TQ1.0 and Clause No. 1 (Eligible Bidders), Serial No. 4, Page 11 of the RFP. Based on our understanding, Clause TQ1.0 is correct.</p>	<p>It is clarified that due to clerical mistake financial year mentioned at TQ1.0 was (2020-21, 2021-22, 2022-23).</p> <p>However, Clause No. 1 Eligible Bidders Serial No. 4 it was correctly mentioned (2021-22, 2022-23, 2023-24).</p> <p><i>Bidders are advised to read the financial year as (2021-22, 2022-23, 2023-24).</i></p>								
4.	Technical Evaluation, Page No. 15 & 16	<b>TQ 1.0</b>	<b>Company's Financial Profile</b> Marking Criteria: Marks will be awarded based on average annual turnover as defined above in the last three financial years (2021-22, 2022-23, 2023-24)	<b>20</b>	<b>We request you to reduce the turnover marking scheme:</b> <table><tr><td><b>TQ 1.0</b></td><td><b>Company's Financial Profile Marking Criteria: Marks will be awarded based on average annual turnover as defined above in the last three financial years (2020-21, 2021-22, 2022-23)</b></td></tr><tr><td>TQ 1.1</td><td>&gt; 20.00 Crore and &lt;= 20.00 Crore</td></tr><tr><td>TQ 1.2</td><td>&gt; 30.00 Crore and &lt;= 25.00 Crore</td></tr></table>	<b>TQ 1.0</b>	<b>Company's Financial Profile Marking Criteria: Marks will be awarded based on average annual turnover as defined above in the last three financial years (2020-21, 2021-22, 2022-23)</b>	TQ 1.1	> 20.00 Crore and <= 20.00 Crore	TQ 1.2	> 30.00 Crore and <= 25.00 Crore	<b>TQ 1.0</b>	<b>Company's Financial Profile</b> Marking Criteria: Marks will be awarded based on average annual turnover as defined above in the last three financial years (2021-22, 2022-23, 2023-24)	<b>20</b>
<b>TQ 1.0</b>	<b>Company's Financial Profile Marking Criteria: Marks will be awarded based on average annual turnover as defined above in the last three financial years (2020-21, 2021-22, 2022-23)</b>													
TQ 1.1	> 20.00 Crore and <= 20.00 Crore													
TQ 1.2	> 30.00 Crore and <= 25.00 Crore													
		TQ 1.1	> 20.00 Crore and <= 30.00 Crore	5	TQ 1.1	> 10.00 Crore and <= 20.00 Crore	5							
		TQ 1.2	> 30.00 Crore and <= 40.00 Crore	10	TQ 1.2	> 30.00 Crore and <= 25.00 Crore								

Sr.	Clause No. and Page Reference	RFP Provision			Query/Suggestion/Clarification sought by the bidders		Reply/Amended Clause		
		TQ			TQ		TQ		
		1.3	> 40.00 Crore and <= 50.00 Crores	15	1.3	> 40.00 Crore and <= 30.00 Crores	1.2	> 20.00 Crore and <= 30.00 Crore	10
		1.4	> 50.00 Crores	20	1.4	> 30.00 Crores	1.3	> 30.00 Crore and <= 40.00 Crores	15
							1.4	> 40.00 Crores	20
5.	Data Sheet, Clause No 6, Page 4 of RFP	Proposal Due date 24/02/2025 (17.00 hrs.)			We kindly request you to extend the <b>submission deadline by 15 working days</b> to ensure the preparation of a comprehensive and competitive proposal. This extension will allow to meet all requirements diligently and submit a well-structured bid. We appreciate your consideration and look forward to your confirmation		Last date for submission of proposals shall be extended till <b>03:00 P.M. on 06/03/2025</b>		
6.	<b>Page No. 09</b> <b>Point no 03</b> Criteria	Bidder should must have completed (during the last 10 <b>Financial Years</b> ) at least: i. One (1) contract of similar nature of work not less than INR 60.00 Lakhs. OR ii. Two (2) contracts each of similar nature of work not less than INR 37.50 Lakhs. OR iii. Three (3) contracts each of similar nature of work not less than INR 30.00 Lakhs			We Request you to consider the Project cost instead of Consultancy Fees: Bidder should have completed (during the last 10 Financial Years) at least: i. One (1) contract of similar nature of work with Project Cost not less than INR 60.00 Cr OR ii. Two (2) contracts each of similar nature of work with Project Cost not less than INR 37.50 Cr. OR iii. Three (3) contracts each of similar nature of work with Project Cost not less than INR 30.00 Cr. This adjustment would allow for fairer participation and better representation		<b>RFP conditions prevail</b>		

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
			of bidders with relevant large-scale project experience	
7.	<b>General</b>	General	We understand that all three packages can be submitted with the same team. However, if the consultant is selected for two packages, then the consultant must propose a new team with equivalent or higher qualifications team for the second awarded package. Please clarify?	<p><b>Yes</b></p> <p>It is clarified that there is no need to propose different team at the time of bidding.</p> <p>Bidders can submit same CVs for all the three packages, however, if any bidder selected for more than 1 package, then bidders shall submit CVs of new team with equivalent or higher qualifications for the other packages.</p>
8.	Earnest Money Deposit (EMD) Pg. No 12.	The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to INR 5,00,000/- (Rupees Five lakh only) in online mode.	We request you to amend as below: The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to INR 5,00,000/- (Rupees Five lakh) in online mode/ RTGS/ DD/ Bank Guarantee (BG).	<b>RFP conditions prevail</b>
9.	1. Eligible Bidders, point No. 3, Page No. 10	<p>Bidder should must have completed (during the last 10 Financial Years) at least:</p> <p>i. One (1) contract of similar nature of work not less than INR 80.00 Lakhs; OR ii. Two (2) contracts each of similar of nature work not less than INR 50.00 Lakhs; OR</p>	We request you to allow bidders to propose ongoing project also under the criteria and consider the same	<b>RFP conditions prevail</b>

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
		<p>iii. Three (3) contracts each of similar nature of work not less than INR 40.00 Lakhs</p> <p>Note:</p> <p>1. "Similar nature work" shall mean the bidders shall have experience of planning and designing of at least 1 (one) number of Town Planning scheme / land pooling scheme and master plan / local area plan / similar scheme of minimum 100.00 Acres (41 Ha) in India</p>		
10.	<b>Page 19</b>	11. Performance Bank Guarantee (PBG): bidder shall have to furnish a Performance Bank Guarantee amounting to 10% of the contract value	We request you to reduce the PBG upto 5% as per standard practice	<b>RFP conditions prevail</b>
11.	<b>Clause</b>  <b>Section- 3. TOR</b>  <b>4 Broad Scope of Work</b>  <b>(Refer Page 10)</b>	2 (vii) Urban Design plan and landscape plan, incorporating but not limited to greenways, bike / pedestrian Paths, parks and public pen spaces	<p>Please Clarify</p> <p>Typically, this type of scope of work is not a part of other Town Planning Scheme projects.</p>	<b>RFP conditions prevail</b>
12.	Section- 3. TERMS OF REFERENCE (ToR)  Clause -5	Note: Team members mentioned at serial no 5, 6, 7 and 8 is required to deployed at site for entire duration of the project	<p>1. Clarification Required deployed at site or BDA office.?</p> <p>2. Clarification required - Sr. No 8- Surveyor Required deployed at site or BDA office?</p>	<p>It is clarified that meaning of the site office and BDA office is same.</p> <p>Team members mentioned at serial no 5, 6, 7 and 8 is required to deployed at site for entire duration of the project that means at</p>



Sr.	Clause No. and Page Reference	RFP Provision			Query/Suggestion/Clarification sought by the bidders			Reply/Amended Clause
	Team Composition (Refer Page 38)							Bhubaneswar city whether at site office or BDA office or any other office provided by BDA.
13.	General Clause	Parent Organization Capability			Please allow the wholly own subsidiary to use the capabilities of Indian Parent organization (Technical and Financial) and vis-versa.			<b>RFP conditions prevail</b>
14.	Clause 3 Terms of references (ToR),	Sl. No.	Key professional	Qualifications	Sl. No.	Key professional	Qualifications	<b>RFP conditions prevail</b>
		2	Urban designer	Master in urban design with min. experience 7 years	2	Urban designer	Master in urban design/ <b>Architect</b> with min. experience 7 years	
		5	Mid-level planner	Masters in planning/ design/ architecture (or equivalent qualification) with minimum experience 5 years	5	Mid-level planner	Masters in planning/ design/ architecture (or equivalent qualification <b>like Remote Sensing</b> ) with minimum	
		7	GIS Analyst	B.Arch/B.Plan with min. 3				

Sr.	Clause No. and Page Reference	RFP Provision			Query/Suggestion/Clarification sought by the bidders			Reply/Amended Clause
				years of experience in the field of GIS			experience 5 years	
		8	Surveyor	Should have minimum 15 years of experience of working in Bhubaneswar	7	GIS Analyst	B.Arch/B.Planning / Diploma in GIS, Remote Sensing with min. 3 years of experience in the field of GIS	
					8	Surveyor	Should have minimum 5 years of experience of working in Bhubaneswar/ Anywhere across India	
15.	Clause 5 SECTION: 3 TERMS OF REFERENCE (ToR) Point 6 Delivery and Payment Schedule (sr.no.6)	Submission of Preliminary Town Planning Scheme duration T+10 Months			Submission of Preliminary Town Planning Scheme Duration T+10 Months  Allowable change limit for key professional is once (1) for the entire project duration of 24 months. Please confirm duration of the project			It is clarified that the contract period is 24 months. However, if project is completed early then no need to deploy the team at site for 24 months.

Sr.	Clause No. and Page Reference	RFP Provision	Query/Suggestion/Clarification sought by the bidders	Reply/Amended Clause
	Submission of Preliminary Town Planning Scheme /Page no.39 & SECTION: 7 STANDARD FORM OF CONTRACT(Draft Agreement, Point 4.4.1/ Page no.76)			
16.	<b>Point No.-2 of Data Sheet: Page-4</b>	<b>Proposal Due Date</b> 24/02/2025 (17.00 hrs.)		<b>Proposal Due Date</b> 06/03/2025 (15.00 hrs.)
17.	<b>Point No.-3 of Data Sheet: Page-4</b>	<b>Date of opening of Technical Proposal</b> 24/02/2025 (18.00 hrs.)		<b>Date of opening of Technical Proposal</b> 06/03/2025 (16.00 hrs.)

## **Annexure-1: Format for Power of Attorney for Lead Member of Consortium**

*(on Stamp Paper of Rs. 100/-)*

Whereas the Bhubaneswar Development Authority ("the Authority") has invited BIDs for the **"Selection of Consultancy Firm for Planning & Designing of Town Planning Scheme Under Zone 4 of Proposed BDA Town Planning Schemes in Bhubaneswar Development Plan Area (BDPA)"-Package-1 (TPS No.-32, 33, 34, 35 & 36)** (the "Project").

Whereas, ....., ....., and.....  
(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. .... having registered office at ..., and M/s. ... having 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 Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We 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 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 pre-qualification of the Consortium and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID 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

in all respect Project and/ or upon award thereof till the Contract is entered into with the Authority & Compelled.

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 ..... 2025

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

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

Witnesses:

- 1.
- 2.

**Notes:**

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

## Annexure-2: Format for Joint Bidding Agreement for Consortium

(on Stamp Paper of Rs. 100/-)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 2025

### AMONGST

1. {..... Limited, and having its registered office at .....} (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

2. {..... Limited, having its registered office at .....} and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

### WHEREAS,

- (A) THE **Bhubaneswar Development Authority**, represented by its Secretary and having its principal office at Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar - 751001, Odisha (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**”) by its Request for Proposal No. .... dated .....(the “**RFP**”) for award of contract for rehabilitation and augmentation of\*\*\*\*\* Project (the “**Project**”) through the Contract.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

### NOW IT IS HEREBY AGREED as follows:

#### 1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

#### 2. Consortium

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

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into the Contract with the Authority for performing all its obligations as the Consultant in terms of the Contract for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and for performing all its obligations as the Consultant in terms of the Contract for the Project; and
- (b) Party of the Second Part shall be {the Member of the Consortium.}

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract, till such time as the completion of the Project is achieved under and in accordance with the Contract.

**6. Share of work in the Project**

The Parties agree that the proportion of construction in the Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

## **7. Representation of the Parties**

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or



prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion is achieved under and in accordance with the Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified.

## **9. Miscellaneous**

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

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

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

For and on behalf of

LEAD MEMBER	SECOND PART
-------------	-------------

(Signature)	(Signature)
-------------	-------------

(Name)	(Name)
--------	--------

(Designation)	(Designation)
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(Address)	(Address)
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In the presence of:

### **Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority

to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.