

# **REQUEST FOR PROPOSAL**

## **VOLUME II**

### **INSTRUCTION TO BIDDERS**

# **DEVELOPMENT OF COMMUNITY MARKET & RESIDENTIAL CUM/OR COMMERCIAL FACILITIES AT JHARPADA ON PPP MODE**

**FEBRUARY 2026 (CALL -2)**

**RFP No. 3701/BDA, 18.02.2026**



**Bhubaneswar Development Authority  
Akash Shova Building, Sachivalaya Marg  
Bhubaneswar, Odisha 751 001**

| <b>CONTENTS</b> |   |                 |
|-----------------|---|-----------------|
| <b>Sl. No.</b>  | <b>CONTENTS</b>   | <b>Page No.</b> |
| <b>1</b>        | <b>GENERAL INFORMATION &amp; INSTRUCTIONS</b>   | <b>3</b>        |
| <b>2</b>        | <b>INSTRUCTIONS FOR TECHNICAL BID SUBMISSION</b>  | <b>18</b>       |
|                 | Overall submission for General Documentation  |                 |
| <b>3</b>        | <b>INSTRUCTIONS FOR FINANCIAL BID SUBMISSION</b>  | <b>20</b>       |
| <b>4</b>        | <b>PROCEDURE TO PARTICIPATE IN E-PROCUREMENT</b>  | <b>22</b>       |
| <b>5</b>        | <b>ANNEXURES</b>  |                 |
|                 | <b>Annexure A1 - Format of Covering Letter For Envelope A</b>   | <b>33</b>       |
|                 | <b>Annexure A2 -Description of the Bidding Company / Bidding Consortium</b>                             | <b>36</b>       |
|                 | <b>Annexure A3 -Format of Letter of Acceptance</b>  | <b>37</b>       |
|                 | <b>Annexure A4 -Consortium Agreement</b>  | <b>39</b>       |
|                 | <b>Annexure A5 -Format of Power of Attorney for Appointing the Lead Member Company</b>                  | <b>40</b>       |
|                 | <b>Annexure A6 -Format of Power of Attorney appointing designated Person</b>                            | <b>42</b>       |
|                 | <b>Annexure A7 -Information on Litigation</b>   | <b>44</b>       |
|                 | <b>Annexure A8 -Pro-forma of Bank Guarantee for Bid Security</b>  | <b>45</b>       |
|                 | <b>Annexure A9 –Estimated Project Cost</b>  | <b>48</b>       |
|                 | <b>Annexure A10 -Means of Financing for Project</b>   | <b>50</b>       |
|                 | <b>Annexure A11 –Average Annual Turnover</b>  | <b>51</b>       |
|                 | <b>Annexure A12 – Assessment of implementation capability to execute projects</b>                       | <b>52</b>       |
|                 | <b>Annexure A13 – Conceptual Design of Composite Project</b>  | <b>54</b>       |
|                 | <b>Annexure A14 – Letter of Award</b>   | <b>55</b>       |
|                 | <b>Annexure A15 – Format of Bank Guarantee for Construction Performance Security</b>                    | <b>57</b>       |
|                 | <b>Annexure A-16 – Format of Bank Guarantee for outstanding Instalments of the Maximum Land Premium</b> | <b>59</b>       |
|                 | <b>Annexure B1 -BOQ for Financial Bid</b>   | <b>62</b>       |

## 1. GENERAL INFORMATION & INSTRUCTIONS

### INTRODUCTION TO VOLUME

**1.1** The “**Instructions to Bidders (ITB) and Bidding Formats**” is being issued to bidders as **Volume II** of the RfP as given below:

**Volume – I: Project Information Memorandum,**

**Volume – III: Draft Development Agreement and Draft Conveyance Deed.**

**1.2** This volume of the RfP sets out the bidding / evaluation process and provides necessary formats for bidders to prepare their Technical and Financial Bids for implementation of the “**Development of Community Market and Residential cum/or Commercial Facilities**” at **Jharpada, Bhubaneswar**”, on PPP mode, Odisha (the **Project**). This part (Part-1) of Volume II of the Request for Proposal (RFP) must be read in conjunction with the other volumes of the RFP relating to information and conditions regarding the bids. Specific information on the Technical Bid is provided in Part-2, while the information on the Financial Bid is covered in Part-3. The prescribed formats for the submission of bids are annexed to this volume.

**1.3** The bidders are advised to submit their bids complying with the requirements stipulated in this volume. Bids will be disqualified in case these are incomplete or non-responsive, and if the information is not submitted as per the suggested formats.

### FORM OF BID / SUBMISSION / DEADLINE

**1.4** This is an e-tendering process by the Government of Odisha through the Client. The Proposals must be submitted online with electronic files to be uploaded on the tender portal [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) (e-Procurement Portal).

**1.5** The Proposals shall consist of 2 parts: Technical Proposal and Financial Proposal. The Technical Proposals shall be evaluated as per the criteria mentioned in the RFP prior to the opening of the Financial Proposal. An authorized signatory of the bidder (**Lead**

**Member** in case of consortium) is required to initial each page of the original copy of the Technical Bid.

- 1.6** For the Financial Bid, the bidders are required to submit the Financial Bid only in the prescribed Bill of Quantities (BOQ) format provided in the tender portal [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) (e-Procurement Portal). An authorized signatory of the bidder (**Lead Member** in case of consortium) is required to initial each page of the Financial Bid.

*The bidder must ensure that the Financial Bid should not be part of the technical proposal.*

- 1.7** The **separate Bids** containing the **Technical Bid** and **Financial Bid** shall be uploaded on the tender portal [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) (e-Procurement Portal). Bidders shall search for the Bhubaneswar Development Authority in the portal to identify the Project.

- 1.8** The bids shall be received at the portal till **4.00 pm, 23.03.2026 (1600 Hrs)** or any extension thereof. Interested Bidders are advised to register themselves in the portal and keep following updates on Corrigendum, Extension, Reply to Queries etc., if any. The portal will not accept bids after the last date of submission.

- 1.9** Any bidder seeking a clarification regarding the RfP may address the request in writing mentioning **“QUERIES: RfP Document for “Development of Community Market and Residential cum/or Commercial Facilities at Jharpada, Bhubaneswar”** to BDA, at the following address, till **06.03.2026**:

**Secretary**

**Bhubaneswar Development Authority (BDA)**

**Akash Sobha Building, Sachivalaya Marg**

**Bhubaneswar – 751 001, Odisha (India)**

**E: [bdabbsr1983@gmail.com](mailto:bdabbsr1983@gmail.com); [bdapmu2023@gmail.com](mailto:bdapmu2023@gmail.com)**

## **PRE-BID MEETING**

**1.10** A pre-bid meeting shall be held at **1600 hrs (4 PM)** on **06.03.2026** at Bhubaneswar to clarify any queries that the bidders may have. **Queries in writing should be sent to BDA at least three (3) days prior to the date of the pre-bid conference at the address given under 1.9 above.** The queries may also be mailed to: [bdabbsr1983@gmail.com](mailto:bdabbsr1983@gmail.com); [bdapmu2023@gmail.com](mailto:bdapmu2023@gmail.com) The venue of the Pre-Bid Meeting would be:

**Conference Hall of the BDA**

**1<sup>st</sup> Floor**

**Bhubaneswar Development Authority (BDA)**

**Akash Sobha Building, Sachivalaya Marg**

**Bhubaneswar – 751 001, Odisha (India)**

**1.11** The minutes of the pre- bid conference incorporating the clarifications will be uploaded on the tender portal [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) (e-Procurement Portal) and shall form part of this RfP document.

## **BIDDER'S RESPONSIBILITY FOR DATA**

**1.12** The bidder shall be responsible for all the data provided in Technical and Financial Bids. The Bids should be prepared in reasonable detail to enable BDA or its nominated agencies/advisors to evaluate the Bids and select the bidder.

**1.13** The bidder is advised to carry out necessary technical surveys, field investigations, market & demand assessment, etc. at its own cost and risk, before submitting the Technical and Financial Bid.

**1.14** BDA or any of its agencies/consultants/advisors reserves the right to vet and verify any or all information submitted by the Bidder. BDA's decision regarding any Bidder's eligibility or otherwise shall be final and binding and BDA and/or any of its agencies/consultants/ advisors would be under no obligation and/ or responsibility to inform any Bidder of the grounds of such decision / rejection.

- 1.15** Bidders shall provide evidence of their continued eligibility, in accordance with the Technical Bid in a manner that is satisfactory to BDA and as BDA may reasonably request till signing of Development Agreement and subsequently Conveyance Deed. A Bidder may be disqualified, if it is determined by BDA at any stage of the bidding process, that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the qualification criteria and RFP conditions.
- 1.16** Supplementary information or documentation regarding qualifications if any sought for from the Bidders at any time must be provided within the time frame stipulated in such request(s).
- 1.17** Bidders may be required to periodically update, at any time as may be notified by BDA, the information submitted in their Bids as regards the following:
- (a) Evidence of access to project funding and its sources; provided in this RfP in totality. The details of the Project, given in this RfP and veracity of the data or designs and drawings given in this RfP.
  - (b) Annual Reports including Balance Sheet and Profit & Loss Account of the bidders or of all members of the Consortium.
  - (c) Proof of experience in designing, constructing, implementing, operating, and maintaining and marketing projects similar to the Proposed Project.
- 1.18** Bidders may, prior to submitting their Bid for the Project, visit and examine the Site of the Project and its surroundings at their own expense and obtain and ascertain for themselves, all technical data, demand, and other information necessary for preparing their Bids.
- 1.19** For the above purpose, the bidders may approach BDA for assistance during any site visit. The bidders shall be responsible for all arrangements and shall release and indemnify BDA and/or any of its agencies/consultants/advisors from and against all liability in respect thereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs, or expenses, however caused, which, but for the exercise of such permission, would not have arisen.

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

## **GENERAL INFORMATION TO BIDDERS**

- 1.21** The bidder shall bear all costs associated with the preparation and submission of its Technical and Financial Bids, including data collection, analysis, design, etc. Neither the BDA nor any of its agencies/consultants/advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the bidding process.
- 1.22** Information relating to the examination, clarification, evaluation and comparison of proposals and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence BDA or any of its agencies/consultants/advisors processing of bids for award shall result in the rejection of the bid.
- 1.23** To assist in the examination, evaluation, and comparison of proposals, BDA or any of its agencies/consultants/advisors may, at its discretion, ask any Bidder for clarification. BDA or any of its agencies/consultants/advisors may utilize the services of any consultant or other advisor to assist in the examination, evaluation, and comparison of proposals.
- 1.24** In case of difference between original and photocopies, information/ data/ bid provided in the original would prevail.
- 1.25** BDA will check bids determined to be substantially responsive for any arithmetic errors. Wherever there is discrepancy between the amounts / percentage in figures and in words, the amount / percentage expressed in words will govern. Any such corrections made by BDA shall be considered as binding upon the bidder. If the bidder does not accept the corrections in proposal, BDA may reject the Bid and Bid Security will be forfeited.

## 1.26 Eligible Bidders

The Bidder may be a single entity (“Bidding Company”) or a group of entities (“Consortium”) coming together to implement the project subject to compliance with applicable laws, policies, and guidelines of Government of India. The term Bidder used hereinafter would therefore apply to both a single entity and a Consortium.

**An eligible entity is one which satisfies the following:**

- . The entity is a Company under the Companies Act, 1956/ 2013.

OR

- . The Entity is a Trust under the Indian Trusts Act, 1882

OR

- . The Entity is a Statutory Board/ Authority/ Corporation created in India under a separate Law/ Act of India/ any State Govt.

OR

- . A partnership firm registered under the Partnership Act 1932.

OR

- . A limited liability partnership registered under the Limited Liability Partnership Act 2008.

The Bidder should submit a Power of Attorney as per the format enclosed at **Annexure A6**, authorizing the signatory of the Bid to commit the Bidder. In case the Bidder is a consortium, it must comply with the additional requirements for bidding as a Consortium as specified in the **Clause 1.27 – 1.41** (Instructions to Bidders”).

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

- Evidence of availability of financial resources.
- Commitments of other works awarded since submitting the Bid.
- Any other information that might be requested.
- Any information known to the Bidder that may affect its ability to perform the contractual obligation(s).

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

- 1.27** The bidder who has been selected pursuant to the evaluation of the bids as set out in the RFP document would be termed as **Selected Bidder** and to whom the Letter of Award (**LoA**) is to be issued. The Selected Bidder in the form of a single entity ('Single Bidder') or a group of entities ('Consortium') shall fulfil some criteria to enter into a Development Agreement. Such criterion would be specified in the **LoA** (Letter of Award). One of the important conditions is formation of Special Purpose Vehicle Company (**SPV**) under Companies Act 2013 for the purpose of this project. It will be the ultimate body termed as **Developer** who will enter into the Development Agreement and Conveyance Deed and remain responsible for all consequential actions arising out of Development Agreement and Conveyance Deed.

## **INSTRUCTIONS FOR BIDDING CONSORTIA**

- 1.28** In case the bidder is a Consortium, the members of the Consortium shall furnish a Power of Attorney designating one of the members, as per the Consortium Agreement, as their Lead Member. The Lead Member would be fully responsible for satisfactory performance under the terms of the Development Agreement and Conveyance Deed to be signed with BDA.
- 1.29** Number of companies in a Consortium would be limited to two (**2**).
- 1.30** Wherever required, the Bid should contain the information required for each member of the Consortium. The eligibility criteria of the bidder apply to aggregate qualification of members; in case the bidder is a Consortium.
- 1.31** The bid shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the Consortium.

- 1.32** The Bid should include a description of the roles and responsibilities of individual members of the Consortium.
- 1.33** The Bidder (aggregate in case of Consortium) must be able to demonstrate its ability of financial capacity to invest in the project.
- 1.34** Any change in the composition of a bidding consortium after the final date of submission of bids, as given in this document, would result in disqualification of the Bidder.
- 1.35** No member can propose to be a member of more than one Bidding Consortium for submission of bids for the Project.
- 1.36** The Lead Member of the Consortium shall not hold less than 51% share until expiry of the construction period including extension, if any, and till expiry of the defect liability period of the property.
- 1.37** In case of formation of SPV, the members of the Consortium shall not be the independent member of the SPV, directly or indirectly.
- 1.38** Any Member, other than the Lead Member, whose technical capacity or financial capacity is being assessed, shall hold at least 15% (fifteen per cent) of the total Share and voting rights of the SPV from the Appointed Date until the expiry Construction Period, including extension, if any and till the expiry of Defect Liability Period of the developed property.
- 1.39** Consortium, as a whole, shall hold not less than 51% of the total Share and voting rights of the SPV till the expiry of the construction period including extensions, thereof, if any and till the expiry of Defect Liability Period of the developed property.
- 1.40** If the Selected Bidder is a single entity, then the Selected Bidder shall hold at least 51% (fifty-one per cent) of the total Share and voting rights of the SPV from the Appointed Date (i.e. execution of Development Agreement) and until the expiry of the Construction Period including extensions, thereof, if any and till the expiry of Defect Liability Period of the developed property.

- 1.41** After the expiry of the lock-in periods specified above, the Selected Bidder and in case of a Consortium, the Members of the Consortium, will be entitled to dilute their share in the total Capital of the SPV without the consent of BDA, provided that, the Selected Bidder shall inform BDA of any such change in the shareholding at the earliest.
- 1.42** A copy of the Consortium Agreement should be submitted along with the Bid. The Consortium Agreement entered into among the members of the Consortium should be specific to this Project and should contain the specified requirements failing which the Bid shall be liable to be rejected.

### **Amendment of RFP**

- 1.43** BDA, at its sole discretion, may choose to modify the RFP by issuing an Addendum before last date of submission of bid. The draft Development Agreement and draft Conveyance Deed may be modified till execution of the same with the Selected Developer.
- 1.44** Any Addendum and Corrigendum thereto before last date of submission of bid, thus issued shall be part of the RFP and shall be uploaded in the tender portal [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) (e-Procurement Portal). BDA will assume no responsibility for non-receipt of the Addendum and Corrigendum by any prospective bidder(s).
- 1.45** To give prospective Bidders reasonable time in which to take any Addendum and/or Corrigendum into account in preparing their bids, BDA may, at its sole discretion, extend the last date of submission of bid.

After the bidding process, any amendment(s) in the Draft Development Agreement and Draft Conveyance Deed may be made on the mutual consent of both the selected bidder/ Developer and BDA.

### **Schedule of Bidding Process**

- 1.46** **The BDA shall endeavour to adhere to the following schedule:**

| <b>SI. No.</b> | <b>Event Description</b>       | <b>Date</b>  |
|----------------|--------------------------------|--|
| 1              | Last date of receiving queries | <b>06.03.2026</b>  |
| 2              | BDA response to queries        | Latest by 7 days prior to Last date of submission of bids    |
| 3              | Pre- Bid Meeting               | <b>06.03.2026</b> at 4 PM                                    |
| 4              | Last Date of Submission of Bid | <b>23.03.2026</b> by 4 PM                                    |
| 5              | Opening of Technical Bids      | <b>23.03.2026</b> at 5 PM                                    |
| 6              | Validity of Bids               | 180 days from the date as specified in point 4 of this table |
| 7              | Opening of Financial Bids      | To be intimated to technically qualified bidders.            |

## **VALIDITY OF TERMS OF THE BID**

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

## **MISCELLANEOUS INSTRUCTIONS TO BIDDERS**

**1.48** All Bidders should note the following:

- Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* may be considered non-responsive and may be liable for rejection.
- Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring a Bid non-responsive.
- All communication and information should be provided in writing and in English language only.

- All financial data shall be in Indian Rupees only.
- The metric system shall be followed for units.
- All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- No change in, or supplementary information to a Bid shall be accepted once submitted. However, BDA or any of its agencies/consultants/advisors reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by BDA or any of its agencies/consultants/advisors, can be a ground for rejecting the Bid.
- If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by BDA or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of BDA or any of its agencies/consultants/advisors, and if BDA or any of its agencies/consultants/ advisors, is adequately satisfied.
- The Bhubaneswar Development Authority is in the process of identifying PPP Partners for two (2) numbers of Community Market projects at sites Ghatikia & Jharpada. As per guidance of the Competent Authority, in case the same Bidder (Single Bidder/ Lead Member/ Consortium Member) emerges as the preferred bidder for both the projects, after conducting the transparent and competitive bid process, then the financial eligibility for the second project shall be evaluated considering the summation of the required financial capacity for both the projects. This can be done after finalization of the First project, if successful Bidder has also offered for second project, its Financial Bid shall be considered for opening provided it meets summation of financial capacity of both projects.

## **POWERS OF ATTORNEY**

- 1.49** For Bidding Consortia, each member of the consortium (apart from the lead member) shall submit a Power of Attorney, registered (or notarized) and on a stamp paper of an

appropriate value, appointing the lead member to act on its behalf in such capacity as its representative for the implementation of the Project by the Bidding Consortium. The format for the same is provided as **Annexure A5** to this document.

- 1.50** A Power of Attorney, registered (or notarized) on a stamp paper of an appropriate value, issued in favour of a specified person to act as the authorised signatory of the bidding consortium/Single bidder for the purpose of signing documents, making corrections/modifications and interacting with BDA or any of its agencies/consultants/advisors, and acting as the contact person shall be submitted by the single bidder or the lead member of the consortium, as applicable. The format for the same is provided as **Annexure A6** to this document.

### **BID SECURITY TO BE PAID BY THE BIDDERS**

- 1.51** Each bidder shall furnish, along with the Technical Bid, a Bid Security amounting to **INR 2 Cr** (Rupees Two Crores only) **in the form of Bank Guarantee** for the Project.
- 1.52** The Bid Security shall be in the form of an unconditional and irrevocable Bank Guarantee from a scheduled / nationalized bank in India (in the format as **Annexure-8**) in favour of “Bhubaneswar Development Authority”. The Bid Security shall remain valid for a period of **90** (ninety) days beyond the original validity period for the bid.
- 1.53** Any bid not accompanied by an acceptable Bid Security, in the manner stated above, shall be the ground amongst others for rejection of bid as nonresponsive.
- 1.54** The scanned copy of the Bid Security will be enclosed (as Annexure-8) in the Technical Proposal and the hard copy will have to be submitted, in a sealed envelope, at the following address, before the last date and time of online submission of the technical and financial bid:

“BID SECURITY: Development of Community Market at Jharpada, Bhubaneswar”

Secretary

Bhubaneswar Development Authority (BDA)

Akash Sobha Building, Sachivalaya Marg

Bhubaneswar – 751 001, Odisha (India)

- 1.55** The bid security of the bidders other than the selected bidder will be returned as promptly as possible, but not later than (60) days after the expiration of the bid validity period, or selection of the selected bidder, whichever is later.
- 1.56** The bid security of the selected bidder shall be extended by a period of 90 days beyond the original validity period as stated in 1.51 above or till submission of Construction Performance Security, whichever is later. On submission of the Construction Performance Security the bid security of the selected bidder shall be returned.
- 1.57** The bid security will stand forfeited if:
- (a) Bids are withdrawn within the validity period.
  - (b) Selected Bidder fails to provide an acceptance of the Letter of Award, meet the requirements mentioned in the Letter of Award (LoA), and sign the Development Agreement.
  - (c) Selected Bidder fails to provide Construction Performance Security within the stipulated time-period.
- 1.58** The Selected bidder will be required to make available performance securities as per Annexure-15; and described in the Draft Development Agreement and Draft Conveyance Deed (Volume 3 of RfP).

## **MODIFICATIONS OR WITHDRAWALS OF BIDS**

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

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

## **RESPONSIVENESS OF BIDS**

**1.62** A Bid shall be deemed “non-responsive” and lead to rejection of the bid if it does not satisfy any of the following conditions:

- It is not received by the submission date and time in the e-procurement portal and in the form as specified in this RfP Document.
- It does not include sufficient information/qualification for it to be evaluated and/or is not in the formats specified in this RfP.
- It is not signed and/or sealed in the manner or accompanied by powers of attorney as specified in this RfP.
- Non-submission of Bank Guarantee of the specified amount as Bid Security.
- Non submission of required document (s) as specified in this RfP.

## **OPENING OF BIDS**

**1.63** The Financial Bids would be opened after completion of the verification of the compliance of the general documentation submitted as Technical Bid. The Financial Bids of only those bidders whose Technical Bids have been found to be responsive and meeting the minimum technical parameters (**Clause 1.68**) and financial parameter (**Clause 1.69**) would be opened. BDA or any of its agencies/consultants/advisors shall duly inform the technically qualified bidders of the time and place for the opening of Financial Bids in the e-procurement portal. The Financial Bids of bidders failing the evaluation of Technical Bids will not be opened.

## **Criteria for Evaluation**

### **Evaluation Parameters**

**1.64** The Bidder's competence and capability is proposed to be established by the following parameters:

- (a) Technical Experience**
- (b) Financial capability factor, in terms of:**
  - i. Average Annual Turnover (aggregate in case of consortium)**

**1.65** On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this Section. Bidders meeting all the criteria only will be qualified for further evaluation of the Proposal.

**1.66** Bids without Bid Security will be disqualified.

### **MINIMUM QUALIFYING CRITERIA FOR THE BIDDER**

**1.67** The Bidders should satisfy the following minimum parameters.

### **TECHNICAL PARAMETERS**

**1.68** Bidder (Single or Consortium) to demonstrate the capability of:

**Minimum Development/ Construction capability of (aggregate in case of Consortium):**

- at least 35,000 sq. mtrs, Residential/Commercial/ Institutional built-up space in the last 5 years (ending 31 March 2025), in a Single Project.

OR

- at least two numbers of Residential/Commercial/Institutional projects with a built-up space of 20,000 sq. mtrs each, in the last 5 years (ending 31 March 2025).

### **FINANCIAL PARAMETERS**

**1.69** **Minimum Annual Average Turnover** (aggregate in case of Consortium): Rs. 75 Crores (Rupees Seventy-Five Crores only) over the last 3 Financial Years (i.e. FY 2022-23; FY 2023-24; FY 2024-25).

**1.70** To qualify for the opening of Financial Bid, a bidder must comply with all the Annexures as listed in **2.1** and meeting the minimum technical and financial parameter as listed in **Clause 1.68 and Clause 1.69**.

**1.71** BDA intends to complete the entire process of bid evaluation and award within a period of 30 days from receipt of bids. In order to enable BDA to meet the target, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. BDA shall adhere to the above schedule to the extent possible. BDA, however, reserves the right to modify the same. Intimation to this effect shall be given to all Bidders including request for extending the bid validity if required.

**1.72** In addition to the other requirements covered above, the Bidder should provide information about any litigation or arbitration resulting from contracts undertaken by the Bidder (*including individual members of bidding consortium*) in the last **five (5)** years. Suppression of any information or material in this regard would be construed as a fundamental breach and BDA reserves the right to take appropriate action including cancellation of the Bid, forfeiting of Bid Security, etc. as may be deemed fit and proper by BDA at any time without requiring giving any notice to the Bidder in this regard.

## 2. INSTRUCTIONS FOR TECHNICAL BID SUBMISSION

### OVERALL SUBMISSION FOR GENERAL DOCUMENTATION

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

In this section, the Bidders will provide the general documentation and information required for the proposals to be considered responsive. Some of these are applicable only for specific bidding firms and need not be provided by others (**Annexures A3, A4 and A5**). The formats for these documents are provided as Annexures to this volume (**Annexures A1-B1**), covering the following:

#### CONTENTS

| Section 1    | General parameters and evaluation   |
|--------------|---|
| Annexure A1  | Covering letter for Technical Bid   |
| Annexure A2  | Description of the Bidding Company, Project Experience & Financial Strength   |
| Annexure A3  | Letter of Acceptance/ Memorandum of Understanding (MoU) ( <i>applicable in case of Consortium</i> )                 |
| Annexure A4  | Consortium Agreement among the Consortium ( <i>applicable only if the proposal is submitted by the Consortium</i> ) |
| Annexure A5  | Power of attorney for appointing Lead Member ( <i>in case of Consortium</i> )                                       |
| Annexure A6  | Power of attorney for appointing signatory for the proposal   |
| Annexure A7  | Information of Litigation   |
| Annexure A8  | Bid Security  |
| Annexure A9  | Estimated Project Cost  |
| Annexure A10 | Means of Financing  |

| Section 1    | General parameters and evaluation                                 |
|--------------|---|
| Annexure A11 | Financial Qualification: Average Annual Turnover                  |
| Annexure A12 | Assessment of implementation capability to execute projects       |
| Annexure A13 | Conceptual Design of the Composite Project                        |
| Annexure A14 | Draft Letter of Award   |
| Annexure A15 | Draft Bank Guarantee format for Construction Performance Security |
| Annexure A16 | BG for the Last Instalment of Maximum Land Premium (MLP)          |
| Annexure B-1 | Format for Financial Bid  |

2.2 The Financial Plan to be submitted by the Bidder will outline over the 5 years (maximum time allowed for completion) in the form of following formats for:

- a) Project Cost, and
- b) Means of Financing for the project

The Bidder must fill all the information as required in the listed annexure formats (Annexure A9 –A10) and present the same towards compliance of this section.

2.3 Bidders are allowed to tie up with Consortium Members having specialised experience/expertise of relevance to the Project that is not available to the Bidder in-house. The Bidders must furnish Consortium Agreement with the proposed Consortium Member for the experience/expertise of the Consortium Member to be considered. The coverage of the agreement is provided as **Annexure A4**.

2.4 In addition to the above, each Bidder is required to provide as part of the Technical Bid an estimate of the Total Project Cost and likely distribution of these costs across the proposed project components as per the formats provided in **Annexure A 9**. Each Bidder shall also provide as part of the Technical Bid an overall financing plan showing the proportion of funding expected to be met through equity and debt. However, if Bidder is not proposing any debt as a means of finance, **Annexure A 10** may not be provided.

2.5 Company/Consortium details on **Annexure-A 2** with copy of Memorandum of Association/Article of association.

2.6 Audited financial accounts of FY 2022-2023, FY 2023-2024, FY 2024-2025.

## IMPLEMENTATION CAPABILITY

- 2.7 This parameter pertains to demonstration of past technical strength and capability to execute the project collectively for the major components of the “**Development of Community Market at Jharpada, Bhubaneswar**” including the Composite Structure with Community Market and allied facilities, Residential cum/or Commercial facilities, parking, and support infrastructure over 1.932 acres of prime land at Jharpada, Bhubaneswar. Such demonstration is expected through either in-house experience OR experience of the Consortium members (maximum two allowed including Lead Member).
- 2.8 For demonstrating Implementation Capability, Single Bidder/both Bidders in case of Consortium must fill all the information as required in the listed annexure formats (Annexure A12) and present the same towards compliance of this section. The experience certificate should be certified by the Statutory Auditor/ Chartered Accountant for both the participating firms, in case the bidder is a consortium.
- 2.9 All the timelines related to this Request for Proposal (RfP) may be extended at the sole discretion of Bhubaneswar Development Authority.

## 3. INSTRUCTIONS FOR FINANCIAL BID SUBMISSION

Although the financial bid BOQ will be submitted at the same time with technical bid, in the e-procurement portal, it will be opened only after completing the evaluation of technical bids. Prior to the evaluation of the financial bid, BDA may determine whether each bid or bidder, as the case may be:

- (i) Continues to meet the eligibility criteria as given in this RfP.
  - (ii) Is in complete compliance with the Technical Bid requirements.
  - (iii) Is presented in a manner that matches with the requirements of the BOQ;
- 3.2 Each bidder shall indicate clearly in the financial bid the amount for Land Premium for 0.7818 Hectares (1.932 acres). The figure shall be quoted in INR. The Maximum Land Premium shall be fixed and firm in all respect at any point of time during the bidding process. However, Selected bidder shall require to proportionately modify the

quoted Land Premium and area of Community Market in case of a variation in the land area for the purpose of this project.

- 3.3 In case of tie among the bidders based upon the same quote, BDA may call / ask for a fresh financial BOQ submission in the same manner as the original, in the e-procurement portal, only from such bidders (whose quotes have been found to be the same) on a fixed date and time as decided by BDA. In the fresh new financial submission, the Bidders must quote a figure higher than the figure quoted in the earlier financial bid.
- 3.4 The Selected Bidder/Developer has the freedom to decide on the overall layout, design and architecture of the various components in the project, subject to the specified development controls and obtaining of required approvals:
- i. The Community Market will be air-conditioned, spread across G+2 floors with an atrium at the centre.
  - ii. There must be at least 230 numbers of shops measuring 150 sq. ft internal area.
  - iii. Common area of at least 40% inside the 'Community Market' excluding area covered by shops for: circulation, passage, staircase, storage, toilet, and others.
  - iv. Separate zoning for Vegetarian and Non-vegetarian items, washing areas and toilet facilities.
  - v. Ceiling height must be suitable to ensure natural light.
  - vi. Space for Store and industrial refrigerators in the common area.
  - vii. Dedicated and separate entrance for the Community Market and Residential cum/or Commercial facilities. The Entrance/Exit should be designed in a manner that there is no conflict in the two facilities i.e. Community Market and Residential cum/or Commercial facilities.
  - viii. Dedicated parking area of at least 60% of total built-up area of Community Market (including circulation) for the customers visiting the Community Market, nearest to the market and preferably on the first (1<sup>st</sup>) basement.
  - ix. The indicative specifications of the Community Market are available in Annexure 1.
  - x. All statutory approval is the responsibility of the bidder.
  - xi. The FAR available for the site and charges beyond base FAR will be guided by the Odisha Development Authorities (Planning and Building Standards) Rules, 2020.

- 3.5 The intention to sign Development Agreement would be conveyed by BDA to the Selected Bidder whose bid has offered the Maximum Land Premium and who satisfies all other compliance requirements. Prior to expiration of the period of proposal validity, BDA will notify the Selected Bidder by a registered letter (i.e. LOA) that its bid has been accepted.
- 3.6 BDA reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals, at any time prior to the Letter of Award to the Selected Bidder, without assigning any reason and without thereby incurring any liability towards the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BDA's action.
- 3.7 After completing the evaluation of Financial Bid (BOQ) and identifying the Selected Bidder, BDA shall issue a Letter of Award (LoA) to the Selected Bidder, indicating its intention for signing the Development Agreement.

**Within 30 days, upon issuance of such LoA to the Developer and before signing of the Development Agreement, the Selected Bidder shall be required to meet the payment of:**

- **1st Instalment (10%)** – before Execution of Development Agreement.
- **Bank Guarantee for 2nd Instalment (20%)** – withing 90 days from Execution of Development Agreement.
- **Bank Guarantee for 3rd Instalment (70%)** – within 240 days from Execution of Development Agreement.
- The Developer will have the option to make the full payment before execution of Development Agreement and avoid the payment of Bank Guarantee of outstanding amounts.
- INR 1,00,00,000/- (Indian Rupees One Crore only) plus applicable GST to be paid to 'Bhubaneswar Development Authority' in the form of a Demand Draft, by the preferred bidder, before execution of the Development Agreement, and in the manner specified in the Letter of Award (LoA), as non-refundable reimbursement of Project Development Expenses.
- **Performance Security** of INR 30 Cr (Indian Rupees Thirty Crores only) in the form of an unconditional and irrevocable Bank Guarantee valid for 60 months.

## 4. PROCEDURE TO PARTICIPATE IN ONLINE BIDDING- E-PROCUREMENT

### 1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:

The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. **The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder has to be re-authenticated by the State Procurement Cell.** After successful authentication, the bidder can participate in the online bidding process.

Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

- a) To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- b) The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear on the "Active Tenders" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for a specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
- c) The software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders.

- 1.1 Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable

- for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 1.2 In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
  - 1.3 Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
  - 1.4 For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
  - 1.5 Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
  - 1.6 The bidder may ask questions related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/Procurement Officer- Publisher will clarify queries related to the tender.
  - 1.7 The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while up-loading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
  - 1.8 Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
  - 1.9 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail. All the volumes/documents shall be

uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be affected by using DSC of appropriate class.

## **2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:**

The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

- 2.1 The EMD or Bid Security payable along with the bid is as mentioned in the bid document.
- 2.2 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 2.3 The Government of Odisha has introduced e-payment gateway into the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids".

## **3. FORMAT AND SIGNING OF BID:**

(Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit a single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last-minute problem of power failures etc.

- 3.1 The Bidder shall go through the Bid carefully and list the documents that are asked for submission. He shall prepare all documents including Declaration form, price bid etc. and store in the system.
- 3.2 The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been uploaded in an appropriate place, he clicks the submit button to submit the bid to the portal.
- 3.3 The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after the due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 3.4 In the e-procurement process each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.
- 3.5 The Bidder should ensure clarity of the document uploaded by him to the portal, especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid, if so, desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

#### **4. SUBMISSION OF BIDS: -**

- 4.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.
- 4.2 Bidders are to submit only the original BOQ ( in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead

to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

- 4.3 The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 4.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.
- 4.5 The bidder shall log to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 4.6 Bids cannot be submitted after the due date and time. The bids once submitted cannot be viewed, retrieved, or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 4.7 Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 4.8 The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 4.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 4.10 The bidder should check the system generated confirmation statement on the status of the submission.
- 4.11 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 4.12 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 4.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bid.
- 4.14 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Officer Inviting the Bid.
- 4.15 The 'Online bidder' shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/

fabricated/bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

**5. SECURITY OF BID SUBMISSION:**

- a. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- b. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

**6. DEADLINE FOR SUBMISSION OF THE BIDS:**

- 6.1 The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Officer inviting the Bid.

**7. RESUBMISSION AND WITHDRAWAL OF BIDS:**

- 7.1 Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

**8. LATE BIDS:**

- 8.1 The system shall reject submission of any bid through portal after closure of the receipt time. For all purposes the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

**9. MODIFICATION AND WITHDRAWAL OF BIDS:**

- 9.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids

within the designated time of receipt, the bid already in the system shall be taken for evaluation.

9.2 In the E-Procurement Portal, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and upload the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

## **10. OPENING OF THE BID:**

10.1 Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers' private key will be required to open the bids and all the openers have to log on to the portal during that time.

10.1.1 The bidders who participated in the online bidding can witness the opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

10.1.2 Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

10.2 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

10.3 In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

10.4 The Bid openers, who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers log on the portal with their DSC the Tender cannot be opened.

10.5 In case of non-responsive tender, the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

## **11. EVALUATION OF BIDS:**

11.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".

11.2 After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for

- Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.
- 11.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
  - 11.4 Immediately, on receipt of these clarifications, the Evaluating Officers, predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the technical evaluation page in the system. The Officer Inviting the Bid, if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass it on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
  - 11.5 The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
  - 11.6 The Procurement Officer-Evaluators will evaluate bid and finalized list of responsive bidders.
  - 11.7 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
  - 11.8 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
  - 11.9 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wishes to be present.
  - 11.10 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
  - 11.11 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
  - 11.12 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

- 11.13 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 11.14 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 11.15 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 11.16 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

## **12. CLARIFICATION AND NEGOTIATION OF BIDS:**

- 12.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 12.2 On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ....) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

## **13. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

- 13.1 In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his email ID.
- 13.2 The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 13.3 The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 13.4 If the L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor,

he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted y the L1 bidder, otherwise the tender will be cancelled.

#### **14. BLOCKING OF PORTAL REGISTRATION**

- 14.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 14.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 14.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight of the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 14.4 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
- 14.5 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
- 14.6 Fails to execute the agreement within the stipulated date.
- 14.7 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.
- 14.8 Accordingly, the officer Inviting Tender shall recommend to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.
- 14.9 The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

**ANNEXURE A1 – FORMAT OF COVERING LETTER FOR TECHNICAL BID**

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

Date:

Place:

To

**Secretary**

**Bhubaneswar Development Authority**

**Akash Sobha Building**

**Sachivalaya Marg**

**Bhubaneswar – 751 001, Odisha (India)**

Sir,

Sub: **Technical Bid for “Selection of Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode – Call 2”**

Please find enclosed our Technical Bid in respect of the “*Selection of Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode*”, in response to and complying with the *Request for Proposal* ("RfP") Document issued by BDA.

We hereby confirm the following:

1. The Bid is being submitted by (name of the Bidding Company/Lead Member Company), who is the Bidding Company / the Lead Consortium Member of the Bidding Consortium comprising (mention the names of the entities who are the Member Companies), in accordance with the conditions stipulated in the RfP *(in case of a Bidding Consortium)*. Our Bid includes the Letter (s) of Acceptance in the format specified in the RfP, and the Consortium Agreement (as per the principles stated in the RfP) between, (mention names of the entities that are the Member Companies), who are the Member Company(s) as per the condition stipulated in the RfP.

2. We have examined in detail and have understood the terms and conditions stipulated for Qualification of the bidders in the RfP Document issued by BDA and in any subsequent communication sent by BDA. We agree and undertake to abide by all these terms and conditions.
3. The information submitted with respect to our qualification criteria is complete, and strictly as per the requirements stipulated in the RfP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. The Bidding Company/Bidding Consortium of which we are the Lead Consortium Member (*strike out whichever is not applicable*), satisfy the legal requirements and in our opinion by itself / along with its bidding partners and meets all the eligibility criteria laid down in RfP.
5. A Power of Attorney, by all other Bidding Companies of the consortium, appointing Lead Consortium Member, authorizing Lead Consortium Member Company to sign all Technical and Financial Proposals, negotiate with BDA and sign the Development Agreement and Conveyance Deed, in respect of the Project, is included as part of the Proposal.
6. A Power of Attorney from the Bidding Company / Lead Consortium Member authorizing the undersigned as the Authorised Representative, Signatory and Contact Person who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
7. We have paid the Bid Processing Fee of INR 11,800/- (non-refundable and including GST) in the e-procurement portal and enclosed the scanned copy of Bid Security of INR 2.5 Cr (Indian Rupees Two Crores and Fifty Lakhs only) in the form of an unconditional and irrevocable Bank Guarantee, in our Technical Bid.
8. We have submitted all the relevant information as per the format specified in the RFP documents along with requisite Bid Security.

9. It shall remain valid and open for a period of not less than 180 days from the last date for submission of the bid.

For and on behalf of \_\_\_\_\_ :

Signature \_\_\_\_\_ :

**(Authorised Representative and Signatory)**

Name of the Person :

Designation \_\_\_\_\_ :

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

**ANNEXURE A-2 – DESCRIPTION OF THE BIDDING COMPANY / BIDDING CONSORTIUM**

|  |  |
|--|--|
| Name and address of the Bidding Company  |  |
| Name of the Lead Consortium Member ( <i>In case of Bidding Consortium</i> )      |  |
| Address of the Lead Consortium Member and Contact Person, Phone/Fax Nos., E-mail |  |

*(use a similar format for the Consortium member also, in case of Consortium)*

In case of a Bidding Consortium

| Sl. No. | Name of Member Company | Proposed % contribution | equity | Role as per the Consortium Agreement signed by and between the Member Companies |
|---------|------------------------|-------------------------|--------|---|
|         |                        |                         |        |   |

**(Signature of Authorized signatory)**

## **ANNEXURE A3-FORMAT OF LETTER OF ACCEPTANCE**

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

Date:

Place:

### **Secretary**

**Bhubaneswar Development Authority**

**Akash Sobha Building**

**Sachivalaya Marg**

**Bhubaneswar – 751 001, Odisha (India)**

Sir,

Sub: **Technical Bid for “Selection of Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode”**

This has reference to the Bid being submitted by (mention the Lead Consortium Member of the Bidding Consortium), as Lead Consortium Member of the Bidding Consortium comprising (mention name(s) of the Member Companies) in respect of “*Selection of Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode*” in response to the Request for Proposal ("RfP") issued by BDA.

We hereby confirm the following:

1. We (*name of the Member Company furnishing the Letter of Acceptance*), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
  - The RfP Document issued by BDA.
  - All subsequent communications between BDA and the Bidder, will be represented by (*Mention name of the Lead Consortium Member*).
  - The Consortium Agreement signed between / among (*names of the Member Companies*), as members of the Bidding Consortium; and
  - The Bid being submitted by (*name of the Lead Consortium Member*).

2. We have satisfied ourselves regarding our role as *(here give a brief description of the role)* in the Project as specified in the Bid. If the Bidding Consortium is awarded the Project, we shall perform our role as outlined in the Bid to the best of our abilities. We have examined the Bid in detail and the commitments made in the same. We agree and undertake to abide by the Bid and the commitments made therein.
  
3. We authorize *(name of the Lead Consortium Member)*, as the Lead Consortium Member and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the consortium, in respect of this Project.
  
4. We understand that no change in the membership in the Bidding Consortium, in the role and form of responsibility of any Member Company shall be permitted after submission of the Bid. If any change in the membership of the Consortium is desired, it would need to be communicated to BDA in writing for its approval. BDA would reserve the right to reject such requests for a change of consortium structure, if in its opinion, it would adversely affect the same.

For and on behalf of \_\_\_\_\_ :

Signature \_\_\_\_\_ :

**(Authorised Representative and Signatory of the member of the consortium)**

Name of the Person :

Designation \_\_\_\_\_ :

Countersigned: **(Authorised Representative and Signatory of the Lead Member)**

## **ANNEXURE A4 – CONSORTIUM AGREEMENT**

*(to be executed by the Consortium Member and countersigned by Authorized Signatory)*

The agreement should at least cover the following: -

- Role of the consortium member
- Equity participation commitment by each member of the consortium and total Shareholding pattern
- Lock-in period for equity
- Mechanism for decision making in the consortium and dispute resolution.

**ANNEXURE A5 – FORMAT OF POWER OF ATTORNEY FOR APPOINTING THE  
LEAD MEMBER COMPANY**

*{On Requisite INR 100/- Stamp Paper}*

KNOW ALL MEN by these presents that we, ...[name of the company], a company incorporated under the Companies Act 1956/2013, having its Registered Office at ....[Address of the Company] (hereinafter referred to as “Company”):

WHEREAS the Company is forming a joint venture/consortium to submit Technical and Financial Bids in response to the Request for Proposal (“RfP”) for “***Selection of Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode***” issued by the BDA and is desirous of appointing an attorney for the purpose thereof.

Whereas the Company deems it expedient to appoint M/s. \_\_\_\_\_ (name of the lead member, registered office address) as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_[name of the Company] do hereby nominate, constitute and appoint....[name of the lead member] as its true and lawful Attorney to do and execute all or any of the following acts, deed and things for the Company in its name and on its behalf, that is to say :

- To act as the Lead Member of the Consortium for the Purposes of the Project;
- In such capacity, to act as the Company’s official representative for submitting the Technical and Financial Proposals for the Project and other relevant documents in connection therewith;
- To sign all papers for all bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- To submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- To sign and execute contracts relating to the Project, including variation and modification thereto;
- To represent the Company at meetings, discussions, negotiations and presentations with BDA, BMC, City Administrations, Government Authorities, Competent Authorities and other Project related stakeholders;

- To receive notices, instructions and information for and on behalf of the Company;
- To execute the Development Agreement and Conveyance Deed for and on behalf of the Company;
- To do all such acts, deed, and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

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

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

|  |   |
|--|---|
| The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the _____ day of _____, 20-- in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company] | ) The common seal of [name of the Company]<br>)<br>)<br>)-----<br>) [name & designation of the person]<br>) |
|--|---|

**ANNEXURE A6 – FORMAT OF POWER OF ATTORNEY APPOINTING  
SIGNATORY**

*{On Requisite INR 100/- Stamp Paper}*

KNOW ALL MEN by these presents that we, ...[name of the company], a company incorporated under the Companies Act 1956/2013, having its Registered Office at [Address of the Company] (hereinafter referred to as “Company”):

WHEREAS the Company has been authorised by \_\_\_\_\_ and \_\_\_\_\_ (give names and registered office addresses), vide its respective power of attorney, to act as the Lead Member of the Consortium bidding for the “***Selection of Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode***”.

WHEREAS in response to the Request for Proposal (RfP) for “***Selection of Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode***” (“Project”), the Company is submitting Technical bids/[on behalf of the consortium] for “Selection of Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode” issued by the BDA and is desirous of appointing an attorney for the purpose thereof.

Whereas the Company deems it expedient to appoint Ms./ Mr. \_\_\_\_\_ daughter/ son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ [name of the Company] do hereby nominate, constitute and appoint [name & designation of the person] as its true and lawful Attorney so long as she/ he is in the employment of the Company to do and execute all or any of the following acts, deed and things for the Company in its name and on its behalf, that is to say:

To act as the Company’s official representative for submitting the Technical and Financial Bids for selection of the “***Selection of Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode***” and other relevant documents in connection therewith.

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

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

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

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

|  |                                      |  |
|--|--------------------------------------|--|
| The common seal of [name of the company]       | )                                    |  |
| was here unto affixed pursuant to a resolution | )                                    |  |
| passed at the meeting of Committee of          | )                                    |  |
| Directors held on the ____ day of _____,       | )-----                               |  |
| 20-- in the presence of [name & designation of | ---                                  |  |
| the person] and countersigned by [name &       | ) [name & designation of the person] |  |
| designation of the person] of the Company of   | )                                    |  |
| [name of the company]                          | )                                    |  |
|  | )-----                               |  |
|  | ---                                  |  |
|  | ) [name & designation of the person] |  |

**ANNEXURE A7 – INFORMATION ON LITIGATION**

*(To be provided for the bidder or each member of the consortium)*

| <b>Sl. No.</b> | <b>Name</b> | <b>Name of agency with which litigation and brief subject</b> | <b>Estimated financial liability</b> |
|----------------|-------------|---|--------------------------------------|
|                |             |   |                                      |
|                |             |   |                                      |

**Signature of Authorised Signatory**

## **ANNEXURE A8 – PRO-FORMA OF BANK GUARANTEE FOR BID SECURITY**

*(To be executed on appropriate value of Non-Judicial Stamp Paper)*

WHEREAS, (name of the Bidder) wishes to submit his Bid for the “***Selection of Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode***”, hereinafter called "the Bid",

KNOW ALL MEN by these presents that we (name of bank) of (city and country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are irrevocably and unconditionally bound to the **Bhubaneswar Development Authority** or its successor, (hereinafter referred to as “BDA” in the sum of Rs. \_\_\_\_\_ (In Words)\_\_\_\_\_ which payment can truly be made to BDA. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20....

THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity specified in the Request for Proposal Document (or such period of validity as may be extended as per RfP, issued by BDA; or
- (b) If the Bidder, for the period of the Bid Validity as per RfP in BDA’s opinion, commits a material breach of any of the terms and / or conditions contained in the RfP Document and / or subsequent communication from BDA in this regard; or
- (c) If the Bidder refuses to accept the correction of errors in the Bid; or
- (d) If the Bidder, having been notified of the acceptance of its Bid by the BDA:
  - (i) fails or refuses to sign the Development Agreement for the “***Development of Community Market at Jharpada, Bhubaneswar on PPP mode***”;
  - (ii) fails or refuses to pay the 1<sup>st</sup> instalment of the Land Premium in the manner specified in the Letter of Award (LoA).
  - (iii) fails or refuses to submit the Bank Guarantee of 2<sup>nd</sup> Instalment/ outstanding amount of the Land Premium in the manner specified in the Letter of Award (LoA).

- (iv) Fails or refuses to provide the Construction Performance Security to the BDA in accordance with, and when required by (within the stipulated time), RfP Volume III (Draft Development Agreement and Draft Conveyance Deed);
- (iii) Material Variation / Material fact suppression/ other non fulfilment of conditions specified in RfP documents.

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

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

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Award, the Bid Security shall remain in force until the provision of the Performance Guarantee and payment of the 1<sup>st</sup> instalment of Land Premium by such Bidder

OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 60 days after the announcement of award of the Project to the Selected Bidder and the issue of the Letter of Award awarding the same (provided, however, that in the event that the Bidder is declared Technically Non Responsive, then the Bid Security of such Bidder can cease to be in force upon return of the unopened financial proposals of his Bid).

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

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

SIGNATURE OF AUTHORISED

REPRESENTATIVE OF THE

BANK \_\_\_\_\_

NAME AND

DESIGNATION \_\_\_\_\_

SEAL OF THE

BANK \_\_\_\_\_

SIGNATURE OF THE

WITNESS \_\_\_\_\_

NAME OF THE

WITNESS \_\_\_\_\_

ADDRESS OF THE

WITNESS \_\_\_\_\_

**ANNEXURE A9 – ESTIMATED PROJECT COST**

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

| <b>Year Wise- Quarter Wise distribution of costs</b> | <b>Total Capital / Construction Cost of project</b> | <b>Physical Contingency, architect/ PMC/legal/maintenance/marketing etc.</b> | <b>Any Other Costs (name the item for such costs)</b> |
|--|---|--|---|
| <b>YEAR 1</b>  |   |  |   |
| Quarter 1  |   |  |   |
| Quarter 2  |   |  |   |
| Quarter 3  |   |  |   |
| Quarter 4  |   |  |   |
| <b>YEAR 2</b>  |   |  |   |
| Quarter 1  |   |  |   |
| Quarter 2  |   |  |   |
| Quarter 3  |   |  |   |
| Quarter 4  |   |  |   |
| <b>YEAR 3</b>  |   |  |   |
| Quarter 1  |   |  |   |
| Quarter 2  |   |  |   |
| Quarter 3  |   |  |   |
| Quarter 4  |   |  |   |
| <b>YEAR 4</b>  |   |  |   |
| Quarter 1  |   |  |   |
| Quarter 2  |   |  |   |
| Quarter 3  |   |  |   |
| Quarter 4  |   |  |   |
| <b>YEAR 5</b>  |   |  |   |

|                           |  |  |  |
|---------------------------|--|--|--|
| Quarter 1                 |  |  |  |
| Quarter 2                 |  |  |  |
| Quarter 3                 |  |  |  |
| Quarter 4                 |  |  |  |
| <b>TOTAL PROJECT COST</b> |  |  |  |

The Estimated Project Cost estimated for “**Development of Community Market at Jharpada, Bhubaneswar on PPP mode**” is INR ..... (in words)

**Signature of Authorised Signatory**

**ANNEXURE A-10 – MEANS OF FINANCING FOR PROJECT**

- The Bidder shall submit its estimated yearly distribution of financing arrangement 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 the 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>                                     |                                     |               |   |
| <b>Quarter 9</b>                                     |                                     |               |   |
| <b>Quarter 10</b>                                    |                                     |               |   |
| <b>Quarter...</b>                                    |                                     |               |   |
| <b>Quarter...</b>                                    |                                     |               |   |
| <b>Quarter...</b>                                    |                                     |               |   |
| <b>Quarter...</b>                                    |                                     |               |   |
| <b>Quarter...</b>                                    |                                     |               |   |
| <b>Quarter 20</b>                                    |                                     |               |   |
| <b>Total</b>   |                                     |               |   |

**Signature of Authorised Signatory**

**ANNEXURE A 11 – AVERAGE ANNUAL TURNOVER**

- The aggregate and average Annual Turnover as per the previous years audited annual reports presented in the following tabular format and certified by the Statutory Auditor OR the Chartered Accountant (CA). In case of Consortium, each member of the consortium to certify this information by the relevant CA. The copies of the relevant annual reports must be submitted to support the calculations or relevant CA certificate.

| S. No  | Bidder   | Annual Turnover (INR Cr) |         |         |
|--|--|--------------------------|---------|---------|
|  |  | 2022-23                  | 2023-24 | 2024-25 |
| 1.   | (Name of the Single bidder OR Lead Member of Consortium) |                          |         |         |
| 2.   | (Name of Consortium Member)                              |                          |         |         |
| <b>Aggregate for FY</b>                        |  |                          |         |         |
| <b>Average Annual Turnover of last 3 Years</b> |  |                          |         |         |

**Signature of Authorised Signatory**

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information pertaining to year ended 31 March 2023, 2024, 2025 and the information submitted above is as per record and as per details annexed.

**Signature, Address, Seal & Membership No. of Chartered Accountant**

## ANNEXURE A 12

### **Project Experience:**

The Bidder (in case of single Bidder) or a Member (in case of a Consortium) must showcase relevant experience in the development of similar projects only (with integrated responsibility of planning, constructing, financing and marketing) to fulfil the technical eligibility criteria. For this purpose, the Bidder must present relevant information in the following format.

Name of Single Bidder/ Member of Consortium: \_\_\_\_\_

| Sl. No. | Name and location of relevant project | Name of the Client | Name of Implementing Agency and its relationship with the Bidder with documentary evidence | Brief description about the Nature of the Project and Project Cost | Total Land Area & Built up Area in Sq.M. | Date of Completion of Project | Remarks |
|---------|---------------------------------------|--------------------|--|--|--|-------------------------------|---------|
| 1       |                                       |                    |  |  |  |                               |         |
| 2       |                                       |                    |  |  |  |                               |         |
| 3       |                                       |                    |  |  |  |                               |         |
| 4       |                                       |                    |  |  |  |                               |         |
| 5       |                                       |                    |  |  |  |                               |         |
| 6       |                                       |                    |  |  |  |                               |         |

### **Certificate:**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202..

For and on behalf of \_\_\_\_\_ :

Signature \_\_\_\_\_ :

**(Authorised Representative and Signatory)**

Name of the Person :

Designation :

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information pertaining to year ended 31 March 2023, 2024, 2025 and the information submitted above is as per record, the project(s) implemented are within the Years (2020-21 to 2024-25) and as per details annexed.

**Signature, Address, Seal & Membership No. of Chartered Accountant**

Note:

*In case a body corporate is drawing any experience of its holding/ subsidiary or a Constituent, the name of such company and relationship with the Bidder/Member of the Consortium shall also be clearly mentioned in the 'Remarks' column against the project.*

*In case Members of a Consortium are aggregating their individual experiences to demonstrate qualifying experience, the above information must be provided separately for each Member strictly as per the specified format.*

## ANNEXURE A-13

### Conceptual Design of the Composite Project comprising:

- Community Market
- Dedicated Parking for 'Community Market'
- Residential cum/or Commercial facilities in balance built-up space
- Parking for Residential cum/or Commercial facilities as per Development Controls
- Allied infrastructure and utilities

### Note:

- i. *Conceptual Plan & Elevation should suffice along with estimated built-up area of the Community Market and Residential cum/or Commercial facilities in balance built-up space.*
- ii. *Detailed design and dimensions to scale is not required at this stage.*

### Certificate:

We declare that all information stated in the conceptual drawings above are based on our understanding of the Project.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026

For and on behalf of \_\_\_\_\_ :

Signature \_\_\_\_\_ :

### (Authorised Representative and Signatory)

Name of the Person :

Designation \_\_\_\_\_ :

**ANNEXURE A-14**  
**Draft Letter of Award**

**To,**  
**(Name and address of the Selected Bidder)**

Dear Sir,

**Sub: Letter of Award (LoA) for “Development of Community Market at Jharpada, Bhubaneswar on PPP mode – Call 2” by the Bhubaneswar Development Authority (BDA).**

1. We refer to your proposal (the capitalized terms used herein shall have the same meaning as set forth in the Development Agreement), under the cover letter dated ....., submitted in response to the Request for Proposal (Tender No: .....Bhubaneswar, Dated.....) for implementation of the Project **“Development of Community Market at Jharpada, Bhubaneswar on PPP mode”**.
2. We are pleased to inform that your aforesaid Proposal, including the Financial Bid of INR....., as the Land Premium, has been accepted and *{the name of the selected bidder}* has been selected as the “selected bidder” for the project, subject to fulfilment of the following terms and conditions.
  - “Selected bidder” shall incorporate a Special Purpose Vehicle (the Developer) under the Companies Act, 2013 for implementing the project.
  - In accordance with the provisions of the Request for Proposal, the Developer shall develop, design, finance, construct, market, operate and maintain the Project, during the tenure of the Term, in accordance with provisions set forth in the Development Agreement and Conveyance Deed.
3. With reference to the clause no. 3.7 of Vol II of the “Request for Proposal”, within 7 (seven) days, upon issuance of such Letter of Award (LoA), the Selected bidder shall be required to meet the following compliance requirements:
  - i. Sign and stamp the Letter of Award (LoA), indicating acceptance of the LoA;

4. Within 30 days, upon issuance of such LoA to the Developer and before signing of the Development Agreement, the Selected Bidder shall be required to meet the payment of:
  - i. 1st Instalment of the Maximum Land Premium (MLP) equivalent to 10% of the MLP.
  - ii. Bank Guarantee for 2nd Instalment (20% of MLP) – withing 90 days from Execution of Development Agreement.
  - iii. Bank Guarantee for 3rd Instalment (70% of MLP) – within 240 days from Execution of Development Agreement.
  - iv. The Developer will have the option to make the full payment before execution of Development Agreement and avoid the payment of Bank Guarantee of outstanding amounts.
  - v. INR 1,00,00,000/- (Indian Rupees One Crore only) plus applicable GST to be paid to 'Bhubaneswar Development Authority' in the form of a Demand Draft, by the preferred bidder, before execution of the Development Agreement, and in the manner specified in the Letter of Award (LoA), as non-refundable reimbursement of Project Development Expenses.
  - vi. Performance Security of INR 30 Cr (Indian Rupees Thirty Crores only) in the form of an unconditional and irrevocable Bank Guarantee valid for 60 months.
5. You the Selected Bidder shall sign the Development Agreement with Bhubaneswar Development Authority after submission of the Construction Performance Security and making the payments as described in **Point 4 and 5** above and / or any other conditions specified, if any, in RFP documents.
6. In the event, you the Selected Bidder is found unresponsive, or fails or refuses to provide the Construction Performance Security and make the above payments or sign the Development Agreement, the Bhubaneswar Development Authority shall forfeit the Bid Security provided by you.
7. In addition to the above, you the Selected Bidder shall comply with all other requirements as set out in the RFP and for all purposes the conditions of the RFP may be read as part and parcel of the letter of acceptance and any condition specified, if any, in the LoA runs contrary to the specification in the RFP terms shall prevail.

You are requested to do the needful as outlined in this Letter to facilitate the signing of the Development Agreement for the implementation of the Project.

**Secretary**  
**Bhubaneswar Development Authority**

**N.B:** BDA reserves the right to add/alter/modify/delete some/ or any of the conditions in the final Letter of Award.

## ANNEXURE A-15

### Format of Bank Guarantee for Construction Performance Security

*(To be issued by a Scheduled Bank in India)*

THIS DEED OF GUARANTEE executed on this the ---- day of ----- at ----- by -----  
----- (Name of the Bank) having its Head/Registered office at -----  
----- hereinafter referred to as “the Guarantor” which  
expression shall unless it be repugnant to the subject or context thereof include successors  
and assigns;

In favour of Bhubaneswar Development Authority (BDA), hereinafter called BDA (which  
expression shall include its successors and assigns);

#### WHEREAS

A. Bhubaneswar Development Authority (BDA) had invited open Bids for “**Development of Community Market at Jharpada, Bhubaneswar on PPP mode**” and has selected (Name of the Selected bidder) as the Selected Bidder. (Name of the Selected Bidder) has incorporated M/s. .... Limited, a company incorporated under the Companies Act, 2013 having its registered office at ----- hereinafter called “the Company”.

B. In terms of the RFP Documents and Development Agreement, the Company is required to furnish to BDA, an unconditional and irrevocable bank guarantee for an amount of (INR.....) (‘hereinafter referred to as the said Bank Guarantee’) as Construction performance security for due and punctual performance/discharge of its obligations under the Development Agreement proposed to be executed by and between BDA, (name of the bidder) and the (name of the SPV). The said Bank Guarantee is required to be valid from the date of issue thereof and until the expiry of the 6 (six) years from the date of the execution of the Development Agreement and any extension thereof.

C. At the request of the Company, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Agreement.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Agreement.
3. The Guarantor shall, without demur, pay to BDA sums not exceeding in aggregate (INR.....), within five (5) days of receipt of a written demand from BDA stating that the Company has failed to meet its performance obligations under the Development Agreement. The Guarantor shall have no obligation to go into the veracity of any demand so made by BDA and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.
4. In order to give effect to this Guarantee, BDA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Development Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/delayed exercise of any of its rights by BDA or any indulgence shown by BDA to the Developer and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by BDA or any indulgence shown by BDA provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

**IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.**

**SIGNED AND DELIVERED** by ----- Bank by the hand of Shri ----- its ----- and authorised official.

**N.B:** BDA reserves the right to add/alter/modify/delete/substitute any/ or some conditions in the format before requiring its execution by the Selected Bidder.

**ANNEXURE A-16**  
**PERFORMA OF BANK GUARANTEE**  
**For the outstanding Instalments of Maximum Land Premium**  
*(To be issued by a Scheduled Bank in India)*

THIS DEED OF GUARANTEE executed on this the ---- day of ----- at ----- by -----  
----- (Name of the Bank) having its Head/Registered office at -----  
-----

----- hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of Bhubaneswar Development Authority (BDA), hereinafter called BDA (which expression shall include its successors and assigns);

**WHEREAS**

A. Bhubaneswar Development Authority (BDA) had invited open Bids for development of “**Development of Community Market at Jharpada, Bhubaneswar on PPP mode**”, and has selected \_\_\_\_\_ as the Selected Bidder. \_\_\_\_\_ has incorporated \_\_\_\_\_, a company incorporated under the Companies Act, 2013 having its registered office at \_\_\_\_\_ hereinafter called “the Developer”.

B. In terms of the RFP Documents, LoA and Development Agreement, the Company is required to furnish to BDA, an unconditional and irrevocable bank guarantee for an amount of Rs..... /- (Rupees\_\_\_\_only) as the Second/Last Instalment which is equivalent to 20%/70% of the Land Premium as agreed and defined in Pt No. 6 (10) (Maximum Land Premium) of the Project Summary of Vol-I the RFP. The Bank Guarantee shall remain operative for the period of 12 (twelve) months from the signing of the Development Agreement and in case the developer fails to pay the 2<sup>nd</sup>/3<sup>rd</sup> instalment of the MLP, the BDA shall en cash the Bank Guarantee of like amount at the cost and risk of Developer.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.

1. The Guarantor hereby guarantees the remaining 20%/70% to be deposited to BDA within 90/240 days of executing the Development Agreement.
2. The Guarantor shall, without demur, pay to BDA sums not exceeding in aggregate \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), within five (5) days of receipt of a written demand from BDA stating that the Developer has failed to provide the 2<sup>nd</sup>/3<sup>rd</sup> instalment which is 20%/70% of the Maximum Land Premium within 90/240 days from the date of execution of the Development Agreement.
3. The Guarantor shall have no obligation to go into the veracity of any demand so made by BDA and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.
4. In order to give effect to this Guarantee, BDA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Development Agreement or other documents or by the extension of time for payment granted to the Company or postponement/non-exercise/ delayed exercise of any of its rights by BDA or any indulgence shown by BDA to the Developer and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by BDA or any indulgence shown by BDA provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Guarantor of all its obligations hereunder.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger, or amalgamation of the Company/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

**IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO  
ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.**

**SIGNED AND DELIVERED** by ----- Bank by the hand of Shri. -----  
its ----- and authorized official.

## **Annexure B-1**

### **FORMATS FOR FINANCIAL BID**

**(to be filled up in the BOQ available in E-procurement Portal)**

#### **CONTENTS**

|                  |                          |
|------------------|--------------------------|
| <b>Section 1</b> | <b>Financial Bid BOQ</b> |
|------------------|--------------------------|

### FINANCIAL BID

- i. The Financial Bid will be the Maximum Land Premium (in INR excluding GST) offered by the Bidder to Bhubaneswar Development Authority.
- ii. The Financial Bid should be submitted **only in the BOQ provided at the E-procurement portal** and should not be disclosed in any other document in the Technical Bid or any other communication.
- iii. The format of the BOQ will be similar to the one provided below:

|                            |  |   |
|----------------------------|--|---|
| Tender inviting Authority: |  | <b>SECRETARY, BHUBANESWAR<br/>DEVELOPMENT AUTHORITY</b>   |
| Name of Work:              |  | Selection of Private Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode |
| RFP No:                    |  |   |
| Sl. No.                    | Item   | <b>Basic Rate in figures to be entered by Bidder in Rs. (excluding GST)</b>                             |
| 1                          | Selection of Private Developer for Development of Community Market at Jharpada, Bhubaneswar on PPP mode  | <i>{Name of Bidder}</i>   |
| 1.01                       | Land Premium for 1.932 Acres of land at Jharpada for development of Composite Project including Community Market & Residential and/or Commercial Facilities. |   |
|                            | <b>Total in Figures</b>  |   |
|                            | <b>Total in Words (Indian Rupees)</b>  |   |