



REQUEST FOR PROPOSAL

**INSTRUCTIONS TO BIDDERS
VOLUME II**

**Development Of Integrated Group Housing Facility
At Kantodia vas Municipal Staff Quarters TPS-02
(Kakriya) FP 66/Paiki On PPP Basis under Gujarat
State Govt's Redevelopment of Public Housing
Scheme 2016**



**ISSUED BY,
MUNICIPAL COMMISSIONER
AHMEDABAD MUNICIPAL CORPORATION**

PART II

INSTRUCTIONS TO BIDDERS

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1. GENERAL INFORMATION & INSTRUCTIONS

FORM OF BID / ADDRESS FOR SUBMISSION / DEADLINE

- 1.1 The bidders are required to submit Technical Bid in Physical form in ***separate sealed envelope*** clearly marked as follows ***as well as online*** and Financial Bids in ***online only***:

Envelope A : Tender Fee and EMD (original Physical Submission only)

Envelope : B (online Submission only)

“Technical Bid (Proposal Master Plan & Related Qualifying documents Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya) FP 66/Paiki On PPP Basis under Gujarat State Govt's Redevelopment of Public Housing Scheme 2016

Submitted By: [.....Name of Bidder]

AND

Financial Bid

“Financial Bid (Online only) For Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya) FP 66/Paiki On PPP Basis under Gujarat State Govt's Redevelopment of Public Housing Scheme 2016

- 1.2 For the Technical Bid, the bidders are required to submit online only.

- 1.3 For the Financial Bid, the bidders are required to submit online only.

- 1.4 The bids shall be submitted to the following address:

**Assistant Manager (Project) / PWA Office, 2nd floor,
C-Wing Old Building, Ahmedabad Municipal Corporation,
Sardar Patel Bhavan, Danapith,
Ahmedabad - 380001**

The bids shall be received at the above address. Bidders can submit their *Envelope A : Tender Fee and EMD* by registered post / Speed Post only so as to reach the designated address within the stipulated deadline for submission. AHMEDABAD MUNICIPAL CORPORATION or any of its agencies/advisors shall not be responsible for any delay in receipt of bids. Any bid received after the due date/time for submission of bids shall not be opened / evaluated and shall be deemed to be rejected for all purposes.

- 1.5 Any bidder seeking a clarification with regard to the RFP may address the request in writing mentioning “Queries on RFP Document on PPP/Basis” on email id addcehp@ahmedabadcity.gov.in or addcehpamc@gmail.com and must be reached to on or before Pre bid meeting.

1.6 *PRE-BID MEETING*

Place of Pre bid meeting: Additional City Engineer (Housing Project), C-Block, 5th floor, Sardar Patel Bhavan, Danapith, Ahmedabad Municipal Corporation. AHMEDABAD. Gujarat, India.

The minutes of the pre- bid conference incorporating the clarifications uploaded online only and shall form part of this RFP document. The queries raised after pre bid meeting shall not be entered.

BIDDER'S RESPONSIBILITY FOR DATA

While preparing the Technical and Financial Bids, the bidder shall consider the information based on studies undertaken on behalf of AHMEDABAD MUNICIPAL CORPORATION by any of its agencies/consultants/advisors. However, Bidder shall be wholly responsible for all the details of its Bid, the physical and site conditions, the execution methodology, etc. In essence, after the Bid is submitted, the bidder shall be the 'owner' of all the data, which forms the basis of Technical Bid and Financial Bid.

- 1.7 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 AHMEDABAD MUNICIPAL CORPORATION or its nominated agencies/advisors to evaluate the Bids and select the successful bidder.
- 1.8 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.
- 1.9 AHMEDABAD MUNICIPAL CORPORATION or any of its agencies/consultants/advisors reserves the right to vet and verify any or all information submitted by the Bidder. A.M.C. decision regarding any Bidder's eligibility or otherwise shall be final and binding and AHMEDABAD MUNICIPAL CORPORATION and/or any of agencies/consultants/ advisors would be under no obligation and/ or responsibility to inform any Bidder of the grounds of such decision / rejection.
- 1.10 Bidders shall provide evidence of their continued eligibility, in accordance with the Technical Bid in a manner that is satisfactory to AHMEDABAD MUNICIPAL CORPORATION and as

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AHMEDABADMUNICIPAL CORPORATION may reasonably request till signing of Development Agreement and sale deed. A Bidder may be disqualified, if it is determined by AHMEDABAD MUNICIPAL CORPORATION at any stage of the bidding process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the qualification criteria.

- 1.11 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).
- 1.12 Bidders may be required to periodically update, at any time as may be notified by AHMEDABAD MUNICIPAL CORPORATION, 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 all members of the JV;
 - (c) Proof of experience in designing, constructing, implementing, operating and maintaining and marketing projects similar to the Proposed Project.
- 1.13 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.
- 1.14 **For the above purpose, the bidders may approach AHMEDABAD MUNICIPAL CORPORATION for assistance within a week after pre bid meeting for site visit.** The bidders shall be responsible for all arrangements and shall release and indemnify AHMEDABAD MUNICIPAL CORPORATION 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.
- 1.15 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

- 1.1 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 AHMEDABAD MUNICIPAL CORPORATION or 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.
- 1.2 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 AHMEDABAD MUNICIPAL CORPORATION or any of its agencies/consultants/advisors processing of bids for award shall result in the rejection of the bid.
- 1.3 To assist in the examination, evaluation, and comparison of proposals, AHMEDABAD MUNICIPAL CORPORATION or any of its agencies/consultants/advisors may, at its discretion, ask any Bidder for clarification. AHMEDABAD MUNICIPAL CORPORATION 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. However, clarifications if any required from bidder, shall be in written form and will be communicated to bidder by AHMEDABAD MUNICIPAL CORPORATION or any of its agencies/consultants/advisors.
- 1.4 deleted
- 1.5 AHMEDABAD MUNICIPAL CORPORATION 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 AHMEDABAD MUNICIPAL CORPORATION shall be considered as binding upon the bidder. If the bidder does not accept the corrections in proposal, AHMEDABAD MUNICIPAL CORPORATION may reject the Bid and Bid Security will be forfeited.
- 1.6 **Eligible Bidders**

The Bidder may be a single entity ('Bidding Company') or a group of entities (Joint Venture, Only technical), coming together to implement the Project. The expression 'entities', for the purpose of this clause, shall mean and refer to corporate entities incorporated under the Companies Act, 1956. The term Bidder used hereinafter would therefore apply to both a single entity and a JV. The Bidder

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should submit a Power of Attorney as per the format enclosed at Annexure A8, authorizing the signatory of the Bid to commit the Bidder.

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

- Evidence of availability of financial resources & technical capability;
- 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.

A Bidder may be disqualified if it is determined by AHMEDABAD MUNICIPAL CORPORATION, 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 persons or bidder in any manner from any country subject to Applicable Laws and regulations of Government of India.

The Selected Bidder in the form of a single entity ('Bidding Company') shall fulfill some criteria so as to enter into a Development Agreement. Such criterion should be specified in the LoI (Letter of Intent).

INSTRUCTIONS FOR JOINT VENTURE

- 1.7 Only one type of JV is allowed for the selected bidder, which is between the technology provider and the selected bidder himself. In this case, the selected bidder should submit all the documents regarding the technical & financial eligibility, whereas the technology provider should submit all the certificates related to the construction technology.
- 1.8 In case the bidder is a JV, the members of the JV shall furnish a Power of Attorney designating one of the members, as per the JV Agreement, as their Lead Member. The Lead Member would be fully responsible for satisfactory performance under the terms of the Agreement to be signed with AHMEDABAD MUNICIPAL CORPORATION.
- 1.9 Wherever required, the Bid should contain the information required for each member of the JV.
- 1.10 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 JV.
- 1.11 The Bid should include a description of the roles and responsibilities of individual members.

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- 1.12 The Lead Member must be able to demonstrate its ability of financial capacity to invest in the project.
- 1.13 Any change in the composition of a bidding JV after the final date of submission of bids, as given in this document, would result in disqualification of the Bidder.
- 1.14 No member can propose to be a member of more than one Bidding JV for submission of bids for the Project.
- 1.15 A copy of the JV Agreement registered should be submitted with the Bid. The JV Agreement entered into among the members of the JV should be specific to this Project and should contain the above requirements failing which the Application should be governed by the laws, rules and regulations of India and should be subject to jurisdiction of Indian Courts only.

Amendment of RFP

- 1.16 AHMEDABAD MUNICIPAL CORPORATION may modify the RFP by issuing an Addendum before Due Date.
- 1.17 **Any Addendum and Corrigendum thereto, thus issued shall be part of the RFP and shall be published online only. AHMEDABAD MUNICIPAL CORPORATION will assume no responsibility for receipt of the Addendum and Corrigendum.**
- 1.18 To give prospective Bidders reasonable time in which to take any Addendum and/or Corrigendum into account in preparing their bids, AHMEDABAD MUNICIPAL CORPORATION may, at its sole discretion, extend the Due Date.

Schedule of Bidding Process

- 1.19 As per Volume 1 Schedule of Bidding Process

VALIDITY OF TERMS OF THE BID

- 1.20 **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, AHMEDABAD MUNICIPAL CORPORATION 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 his bid in any other respect.

MISCELLANEOUS INSTRUCTIONS TO BIDDERS

- 1.21 All Bidders should note the following:

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- 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, AHMEDABAD MUNICIPAL CORPORATION 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 AHMEDABAD MUNICIPAL CORPORATION 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 AHMEDABAD MUNICIPAL CORPORATION 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 AHMEDABAD MUNICIPAL CORPORATION or any of its agencies/consultants/advisors, and if AHMEDABAD MUNICIPAL CORPORATION or any of its agencies/ consultants/ advisors, is adequately satisfied;
- The Bidder shall provide, in the Technical Bid, the names and relevant experience of sub selected bidders, consultants, agents, and agencies to be retained for executing the construction and operation activities on behalf of bidding JV;

POWERS OF ATTORNEY

1.22 Deleted

1.23 Deleted.

EARNEST MONEY TO BE PAID BY THE BIDDERS

- 1.24 Each bidder shall furnish Envelope A, an Earnest Money Deposit in form DD / Bank GauranteeOnlyfor the Project.**
- 1.25 The Earnest Money shall be in the form of an unconditional and irrevocable Earnest Money from a scheduled / nationalized bank in India (in the format attached) in favourof MunicipalCommissioner, AHMEDABAD MUNICIPAL CORPORATION". The Earnest Money shall remain valid for a period of 180 days beyond the original validity period for the bid, i.e. 180 days after 180 days of bid validity after opening of financial bid.**
- 1.26 Any bid not accompanied by an acceptable Earnest Money, in the manner stated above, shall be the ground amongst others for rejection of bid as non-responsive.**
- 1.27 The Earnest Money of unsuccessful bidders will be returned as promptly as possible, but not later than 180 days after the expiration of the bid validity period, or selection of the preferred bidder, whichever is later.**
- 1.28 The Earnest Money of the preferred bidder shall be extended till submission of performance security.**
- 1.29 The Earnest Money will stand forfeited if:**
- (a) Bids are withdrawn within the validity period;
 - (b) Successful Bidder fails to sign the Development Agreement;
 - (c) Successful Bidder fails to provide Construction Period Performance Security within the stipulated time period;
 - (d) Bidder fails to provide project development fees (to AHMEDABAD MUNICIPAL CORPORATION) in a manner as specified.
- 1.30 The preferred bidder will be required to make available performance securities.**

MODIFICATIONS OR WITHDRAWALS OF BIDS

- 1.31 Any Bidder may modify or withdraw its Bid after submission prior to the deadline for submission of bids, provided that AHMEDABAD MUNICIPAL CORPORATION 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.**

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1.32 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 AHMEDABADMUNICIPAL CORPORATION, to accommodate clarifications on the Bid submitted, subject to the Bid substantially conforming to the requirements of this solicitation.

1.33 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

1.34 A Bid shall be deemed “non-responsive” if it does not satisfy any of the following conditions:

- It is not received by the due date and time;
- Financial Bid (Quote) submitted in hard copy/off line.
- 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 Earnest Money of the specified amount as Bid Security;
- Non submission of required document (s) as specified in this RFP.

OPENING OF BIDS

1.35 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 would be opened. AHMEDABAD MUNICIPAL CORPORATION 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. The Financial Bids of bidders failing the technical qualification will not be opened.

Criteria for Evaluation

Evaluation Parameters

1.36 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. Turn over
 - ii. Net Worth
 - iii. Bid capacity

- 1.37 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.
- 1.38 Bids without Bid Security fee will be disqualified

MINIMUM QUALIFYING CRITERIA FOR THE BIDDER

- 1.39 The Bidders should satisfy the following minimum parameters.

TECHNICAL PARAMETERS

- 1.40 Bidder (Single or JV) to demonstrate the capability of:

- Experience of having successfully completed/Substantially completed similar nature of works as a prime contractor/developer during the last Seven years ending last day of the month previous to the one in which bids are invited.
 - **Substantially completed works means those works which are at least 90 % completed as on the date of submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily. For these, a certificate from the employers shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information.(NOTE: Similar works means should have at least constructed residential building works of at least G+5 or P+5 storied or 18.00 mt height having RCC Columns, beams, slab in immediate last 7 consecutive years as main contractor (work executed as a sub-contractors and the work executed through any other contractor will not be considered).**
 - Three similar completed/Substantially completed works, each costing not less than the amount equal to 40% of estimated project cost ,
Or
 - Two similar completed/Substantially completed works, each costing not less than the amount equal to 50% of estimated project cost.
Or
 - One similar completed/Substantially completed work of aggregate cost not less than the amount equal to 80% of estimated project cost.

FINANCIAL PARAMETERS

- 1.41 Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- 1.42 The average net worth should not be less than 15% of the estimated project cost during last 3 consecutive financial years, ending 31st March of the previous financial year.
- 1.43 Should have a bank solvency of the amount minimum 20% of the estimated cost of composite work issued by the Bank as per attached list. The solvency should not be more than six month old calculated from the last date of bidding.
- 1.44 The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 10% per annum; Calculated from the date of completion of last financial year.

- Base year can be considered as financial year 2025-26

Escalation Factors:

- Following enhancement factors will be applied to annual turnover and completion cost of works to bring them to the base year. The current financial year in which bid is invited shall be considered as the base year

Year	Financial Year	Enhancement factor
Base (year of inviting Tender)	2025-2026	1.0
-1	2024-2025	1.1
-2	2023-2024	1.21
-3	2022-2023	1.33
-4	2021-2022	1.46
-5	2020-2021	1.61
-6	2019-2020	1.77
-7	2018-2019	1.95

- 1.45 The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = $[A \times N \times 2] - B$ Where,

A = Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as partial completed works.

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N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and ongoing works and LOI issued to be completed during the period of completion of work for which bids have been invited.

- 1.46 The initial criteria prescribed above in respect of experience of similar class of work completed, bidding capacity and financial turnover etc. will first be scrutinized and the bidder's eligibility for the work to be determined.
- 1.47 deleted
- 1.48 deleted.
- 1.49 deleted
- 1.50 To qualify for the opening of Financial Bid, a bidder must comply with all the Annexures as listed in the document in respective formats.
- 1.51 AHMEDABAD MUNICIPAL CORPORATION intends to complete the entire process of bid evaluation and award the project very speedily on receipt of bids. In order to enable AHMEDABAD MUNICIPAL CORPORATION to meet the target, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. AHMEDABAD MUNICIPAL CORPORATION shall adhere to the above schedule to the extent possible. AHMEDABAD MUNICIPAL CORPORATION, however, reserves the right to modify the same. Intimation to this effect AHMEDABAD MUNICIPAL CORPORATION shall be given to all Bidders including request for extending the bid validity if required.
- 1.52 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 in the last five years. Suppression of any information or material in this regard would be construed as a fundamental breach and AHMEDABAD MUNICIPAL CORPORATION 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 AHMEDABAD MUNICIPAL CORPORATION at any time without requiring to give any notice to the Bidder in this regard.
- 1.53 The AHMEDABAD MUNICIPAL CORPORATION, Municipal Commissioner reserves the right to reject or accept any or all tenders without assigning any reason whatsoever.

- 1.54 Contractor shall have to make his own arrangements for water and electricity for the purpose of construction work at site at his own expenses.

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 bidders 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-A10), covering the **General parameters and evaluation.**

- 2.2 The Financial Plan to be submitted by the Bidder will outline over for the 3(Three) 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 A11-12) and present the same towards compliance of this section.

- 2.3 Deleted.

- 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-11. Each Bidder shall also provide as part of the Financial 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-12 may not be provided.

- 2.5 Company/JV details on Annexure-A4 with copy of Memorandum of Association/Article of association in case of companies

2.6 Audited financial accounts of previous 3 Year

IMPLEMENTATION CAPABILITY

This parameter pertains to demonstration of past technical strength and capability to execute the project collectively for the major components of the....**Redevelopment Of Public Housing Facility at Above Project On PPP Basis Under Redevelopment of Public Housing Scheme – 2016**

- 2.7 Such demonstration is expected through either in-house experience OR experience of the Associate members (maximum three allowed including Lead Member) OR experience of Alliance Partners entering into a Memorandum of Understanding with the Lead Member/Bidder.

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- a. Similar type of development of Residential/ Group Housing/ Commercial/ Retail projects and its marketing capability;
- 2.8 For demonstrating Implementation Capability, Bidder/s must fill all the information as required in the listed annexure formats (Annexure A14-A16) and present the same towards compliance of this section. The requirements and evaluation parameters for this section are discussed in greater detail below.

3. INSTRUCTIONS FOR FINANCIAL BIDSUBMISSION

- 3.1 Although the financial bid will be submitted at the same time with technical bid, it will be opened only after completing the evaluation of technical bids. Prior to the detailed evaluation of the financial bid, AHMEDABAD MUNICIPAL CORPORATION 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) Has been properly signed and contains any required representations or commitments;
 - (iv) Is presented in a manner that matches with the requirements of the RFP and follows the required formats;
 - (v) Confirms to all terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one:
 - Which affects in any substantial way the scope, quality, or performance of the Project; or
 - Which limits in any substantial way, inconsistent with the bidding documents, AHMEDABAD MUNICIPAL CORPORATION rights or the Bidder's obligations under the Agreement;
 - Whose rectification would affect unfairly the competitive provision of other bidders presenting substantially responsive bids.
- 3.2 Each bidder shall indicate clearly values in the financial bid
- 3.3 In case of tie among the bidders based upon the same quote, AHMEDABAD MUNICIPAL CORPORATION may call / ask for a fresh and a sealed financial submission in the same manner as the original, only from such bidders (whose quotes have been found to be the same) on a fixed date and time as decided by AHMEDABAD MUNICIPAL CORPORATION. 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 Preferred Bidder has the freedom to decide on the overall layout, design and architecture of the various components in the project on, subject to the specified development control regulations and obtaining of required approvals. Built up area and FSI of existing structures like Temple etc. should be deducted from built up area and FSI available for development to The Bidder. Tentative Built up area of Existing Structures is Sqmts.
- 3.5 The intention to sign Development Agreement would be conveyed by AHMEDABAD MUNICIPAL CORPORATION to the Successful Bidder, who satisfies all other compliance requirements. Prior to expiration of the period of proposal validity, AHMEDABAD MUNICIPAL CORPORATION will notify the Successful Bidder by registered letter that its bid has been accepted.
- 3.6 AHMEDABAD MUNICIPAL CORPORATION 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 award of Letter of Acceptance to the Preferred Bidder, without assigning any reason and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AHMEDABAD MUNICIPAL CORPORATION action.
- 3.7 After completing the evaluation of Financial Bid and identifying the successful bidder, AHMEDABAD MUNICIPAL CORPORATION shall issue a Letter of Acceptance (LoA) to the Successful Bidder, indicating its intention for signing the Development Agreement. Within 15 days, upon issuance of such LoA to the Developer/selected bidder, the Preferred Bidder will be required to:
- 1.25% of Estimated Project Cost* to be payable to implementing agency by the selected bidder/ developer before signing of Development Agreement ;
 - Project development fee in form of Demand Draft (DD) in favour of Municipal Commissioner, AHMEDABAD Municipal Corporation payable at AHMEDABAD.

4. SCOPE OF WORK

The work shall be executed on PPP basis **“Redevelopment of Public Housing Scheme 2016”** from conception to commissioning services including soil investigation, all necessary engineering survey, construction with all infrastructure, designing, method of erection in accordance with layout plan and detailed architectural / structural drawings duly approved as specified by AHMEDABAD MUNICIPAL CORPORATION.

1. Scope of work contained in the paragraphs mentioned below is only indicative and not exhaustive. In addition the selected bidder shall be responsible for executing all items required for completing the houses in all respect to make the dwelling units habitable and ready for occupation including all services, environment-fit for habitation with electrical, landscaping works complete as per direction of Engineer-in-charge.
2. **The developer has to do Total Station Survey for finalization of scheme area boundary/ total plot area for the project and have to take approval of the same from the AMC.**
 - **The selected bidder/ developer have to carry out** first, minimum 60% consent of the members, including those taken by way of resolution passed by existing society/association. Without minimum 60% consent of the members, bidder should not demolish the house and do not release the transit allowance to beneficiaries
 - The selected bidder/ developer have to carry out survey to verify/ validate and finalize the no. of residential units (beneficiaries) and shops/commercial spaces in consultation with implementation agency. Collect the documents from dwellers. And verify and finalise the beneficiary with collecting document related to original house.
 - developer have to carry out Scanning the all beneficiary data And Submitted the AHMEDABAD MUNICIPAL CORPORATION in soft and hard copy also.
 - The selected bidder/ developer, to provide transit accommodation for the dwellers (beneficiaries) under redevelopment and bear the entire cost of transit accommodation to and fro shifting & final settlement Transit accommodation till the completion and handing over of new units after obtaining building use permission from local authority, will be provided by the developer to the existing inhabitants. **The cost of transit accommodation will be borne by the developer.**
3. Selected bidder will have to prepare the layout plan and detailed architectural drawings to be approved as specified by AHMEDABAD MUNICIPAL CORPORATION for this scheme within the development control norms attached in the tender documents and CGDCR norms including all floor plans and other relevant details.

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4. Selected bidder will get the all the statutory clearance from the Prescribed Authority as and where required. Planning norms as mentioned in Redevelopment of Public Housing Scheme shall be applicable.
5. Selected bidder will get the detailed soil investigation done as per relevant IS code, NBC 2005 etc. as applicable through any nationally accredited lab. The department may verify the results submitted by the agency, if need be.
6. Tender may satisfied himself by conducting pre soil test if he so required.
7. Prepare complete structural design, drawing for foundation, super structure and for other related structures in the housing pocket i.e. UGRs, pump houses etc. to be provided in this housing scheme as per provision contained in IS code/ relevant codes.
8. Provision of protection against seismic forces as per relevant IS codes for structure in Gujarat.
9. The structural drawing shall be approved as specified by AHMEDABAD MUNICIPAL CORPORATION through expert's agencies & charges if any shall be borne by the agency. If any modification in design/ drawing is needed, as per site conditions, the agency shall do/redo without any extra cost. The decision of the AHMEDABAD MUNICIPAL CORPORATION shall be final and binding. No claim what so ever will be entertained in this regard.
10. Construction includes construction and finishing of the flats complete as well as related structure in this housing pocket as per specifications provided by AHMEDABAD MUNICIPAL CORPORATION.
11. Planning, preparing drawing for internal services and execution of the same i.e. internal sanitary work, water supply work, drainage system etc. complete for the building including all pipes, its fittings, testing etc. complete.

12. Water supply:

Water supply lines will be laid as per scheme prepared, submitted by the selected bidder and to be approved as specified by AHMEDABAD MUNICIPAL CORPORATION.

- A. UGR of the required capacity/ of the quantity approved by AHMEDABAD MUNICIPAL CORPORATION.
- B. Planning, designing and construction/ installation of underground reservoirs, water gallery pump houses for water supply, for fire-fighting tank including installing of pumps, standby pumps, DG sets, etc. as per approved drawings/ specifications or as directed by Engineer-in-charge.

13. Sewerage:

- 1. Refuse area will be constructed in the building plot.
- 2. Internal storm water drain (pipe/ open surface drain) to be designed and constructed with Rain water harvesting system as per approved norms. Responsibility of getting storm water drain approved is included in the scope of work/tender.
- 3. Planning, designing and execution of all services like water supply, rain water harvesting system, sewerage, drainage system, roads, paths and all connected sub structures and super structures within the premises, as per bye laws and norms of the local bodies including making connections with the peripheral services after getting the services design approved from the local bodies/ Central Ground Water Board, AHMEDABAD MUNICIPAL CORPORATION role shall be limited only to sign the application/ drawings / documents for submission to the local bodies in the capacity of the owner for approval. In case of water supply and sewerage, the responsibility of getting the scheme approved from service provider (Municipal Corporation/ULB) is included in the scope of work/ tender apart from internal and external water supply/ sewerage & drainage lines to be laid to make the system of water supply and sewerage and drainage functional/ complete. However, the cost of connection of water supply lines/ sewer lines from peripheral connection point/ out fall sewer shall also be borne by agency. Infrastructure charges, if levied by the service provider (AMC) towards cost of laying of the peripheral services shall only be reimbursed by the AHMEDABAD MUNICIPAL CORPORATION, on production of relevant documents to the satisfaction of AHMEDABAD MUNICIPAL CORPORATION. It is also clarified that scope of work/ tender includes cost of getting the services approved from the services provider as aforesaid and the services charges including supervision charges, if any, payable to the service provider (AMC). The cost of deficiency charges and rectifications of any defect at the end of the job is also to be borne by the selected bidder. Planning designing and execution of the roof top rain water harvesting system for recharge the sub soil water including laying of pipe lines and construction of substructure/ super structures.

14. Landscaping :

Preparation of landscaping plan including parks, plantation and execution of the same with following:

The development of park: water hydrants, grassing creeper planting trees etc. complete as per Municipal Corporation/ULB norms as per specification and drawing approved by the prescribed authority of AHMEDABAD MUNICIPAL CORPORATION.

Complete leveling/ dressing including filling of earth, its supply, disposal of surplus earth, (if any) shall be the property of AHMEDABAD MUNICIPAL CORPORATION& will be disposed to the approved disposal point or at the place as directed by engineer in charge. No extra payment for disposal shall be allowed.

15. Planning, designing and construction of boundary wall for the whole scheme area, MS gate,, dustbin, sign boards, guide map, location board, direction boards, numbering of housing etc. All complete as per drawing approved by AHMEDABAD MUNICIPAL CORPORATION.

19.Setting of testing lab At site, equipped with apparatus needed for testing during construction as per the list of laboratory equipments annexed with the NIT. 70% of the material shall be tested on site, 15% shall be tested in govt. lab, and 15% shall be tested in govt. approved lab.

20. Taking all precautionary measure to safeguard against any accident for the selected bidders employees, general public, supervisory staff of AHMEDABAD MUNICIPAL CORPORATION by providing necessary safety equipments, helmets and MS sheet barricading etc. at work site. The site has to be kept clean all the time of all debris, rubbish, dirt& surplus/waste material.

21. De-silting will also be done by the agency before handing over the completed housing pocket to AHMEDABAD MUNICIPAL CORPORATION. All machine, equipment and labour for this purpose will be arranged by selected bidder.

22. The Selected bidder will submit the model for layout of the project specifying details provided in layout along with in the tender documents in one month from stipulated date of start. He will also submit a model of modules of houses specifying all floors and its adjoining area. The scale of module shall be 1:500 for layout plant and 1:100 for dwelling unit.

23. Contractor will erect batch mix plant (minimum 18 cum/hr) fully automatic, computerized for preparation of Design mix concrete as per IS code at his own cost and will prepare all concrete accordingly. If site situation and site condition will not permit space for batch Mix Plant then contractor may allow to use one grade higher concrete with prior concern to AMC Authority for construction work.
24. Internal & external electrification work as per specification given in the tender document & directions of AHMEDABAD MUNICIPAL CORPORATION as per scope of work & specifications appended with the NIT which includes L T supply, water supply arrangement, fire-fighting, lifts and DG sets, for both the interior and exterior of buildings.
25. Agency has to obtain labour licensee from Gujarat labour welfare board.
26. Defect liability period would be 10 (ten) years from the date of handing over the respective housing pocket complete in all respect & fit for occupation. However maintenance of other building activities, such as cleaning, sweeping of pocket & desilting of sewer lines, S.W. Drain shall be done only once prior to handing over the respective pocket. The maintenance will be only limited to removal of defects noticed in the works carried out by the agency during defect liability period.
27. The final ground level will be decided soon after actual start of work to avoid water logging at site. Plinth level of the houses shall be minimum (+) 650 mm above the nearby highest finished road level. Changes, if any, would not affect the agreed rates and no claim on this account shall be entertained.
28. The expenditure on all internal development works for civic and social infrastructure will be borne by the developer. Internal development works for civic infrastructure will comprise of works like all internal roads, footpaths, complete water supply including overhead or surface water reservoir/ distributions lines, electric distributions lines, gas distributions network, transformers etc. (if required), internal sewer lines/ drainage, gated compound/ street light/ proper tree plantation in campus & in front of houses, rain water harvesting etc. Internal development works for social infrastructure will be as per norms.
29. During Construction period, selected bidder shall submit total station survey drawings of each floor showing c/c distance of columns, wall etc. . The same shall be checked & certified by PMC (Project Management Consultants) appointed by Client.
30. Bidder shall submit all the as built drawings in soft copy & one set in hard copy duly certified by PMC (Project Management Consultants) appointed by Client.
31. The scope as described above is only indicative and not exhaustive. In additions to the above the selected bidder shall be responsible for executing all the items required for completing the

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houses in all respect to make the dwelling units habitable and ready for occupation and also all services, make the environment fit for habitation with electrical, horticultural, rain water harvesting works complete as per direction of Engineer-in-Charge.

The above scope of work includes cost of all materials, manpower, equipments, T&P fixtures, accessories, royalties, taxes, watch & ward, and all other essential elements for completion and maintenance of works as aforesaid whatsoever the approval accorded by AHMEDABAD MUNICIPAL CORPORATION before acceptance of tender is only for tender evaluation. Any change, modification, revision etc. required to be done by AHMEDABAD MUNICIPAL CORPORATION, local bodies, proof consultants etc. in accordance with applicable standards and tender document will have to be done at selected bidder's cost and nothing extra shall be payable.

Signature of Developer(s)

Signature of Additional City Engineer

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Annexure A1 – Format of Covering Letter For Envelope A

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

Date:

Place:

To

The Municipal Commissioner

AHMEDABAD MUNICIPAL CORPORATION

AHMEDABAD.

Sir,

Sub: **Technical Bid for Selection of Developer** for Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya) FP 66/Paiki On PPP Basis under Gujarat State Govt's Redevelopment of Public Housing Scheme 2016

Please find enclosed one (1) original and one (1) copy of our Technical Bid in respect of the ***Selection of Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya) FP 66/Paiki On PPP Basis under Gujarat State Govt's Redevelopment of Public Housing Scheme 2016***

in response to and complying with the *Request for Proposal* ("RfP") Document issued by AHMEDABAD MUNICIPAL CORPORATION.

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. Our Bid includes the Letter (s) of Acceptance in the format specified in the RfP, and the MoU (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 AHMEDABAD MUNICIPAL CORPORATION and in any subsequent communication sent by AHMEDABAD MUNICIPAL CORPORATION. We agree and undertake to abide by all these terms and conditions.
3. The information submitted with respect to our qualification criteria is complete, is 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.

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4. The Bidding Company satisfy the legal requirements and in our opinion by itself / along with its bidding partners meets all the eligibility criteria laid down in RfP.
5. A Power of Attorney, by all other Bidding Companies to sign all Technical and Financial Proposals, hold negotiations with AHMEDABAD MUNICIPAL CORPORATION and sign the Development Agreement, in respect of the Project, is included as part of the Proposal.
6. A Power of Attorney from the Bidding Company 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.

For and on behalf of :

Signature :

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

ANNEXURE A2- INTEGRITY PACT

ULB/DA, hereinafter referred to as "The Principal" and _____ hereinafter referred to as "The Bidder/ Selected bidder Preamble

The principal intends in award, under laid down organizational procedures, contact for _____. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or selected bidder(s) In order to achieve, these goals the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principals mentioned above.

Section1- Commitments of the principal

The principal commits itself to take all measures necessary to prevent corruption and to observe the following principals:-

1. No employee of the principal, person or through family members, will in connection with the tender for, or the execution of a contract, demand, false promise for or accept, for sell or third person, any material or materials benefit.
2. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process provide to all |Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
3. The principal will exclude from the process all known prejudiced persons.
4. If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPX/PC, Act or if there be a substance suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate Disciplinary actions.

Section2- Commitments of the Bidder(s)/Selected bidder(s)

1. The Bidder(s)/ selected bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the participation in the tender process and during the contract executions.
2. The Bidder(s)/Selected bidder(s) will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

certifications, subsidiary, contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce castellation in the bidding process.

The Bidder(s)/selected bidder(s) will not commit any offence under the relevant IPC/PC Act, further Bidder(s)/selected bidder(s) will not use Improperly, for purpose of completion or personal gain, or pass on to others, any information of document provided by the principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/selected bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/selected bidder(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/selected bidder(s). Further as mentioned in the Guidelines all the payments made to the Indian Agent /representatives have to be in Indian Rupees only).

The Bidder(s)/selected bidder(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s)/ selected bidder(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3- Disqualification from tender process and execution from future contracts.

If the Bidder(s)/selected bidder(s) before award or during execution has committed a transgression through a violation of Section2, above or if any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/ contract(s) from the tender process or take action as per procedure mentioned in the guidelines on Banning of business dealings. It should be added that committing any offence incur any disqualification

Section4-Compensation for Damage

1. If the principal has disqualified the Bidder(s) from the tender process prior to the award according to section3, the principal is entitled to demand and recover the damages equivalent to Earnest money Deposit/ Bid Security.
2. If the principal has terminated the contract according to section 3 or if the principal is entitled to terminate the contract according to section 3, the principal I shall be entitled to demand and recover from the selected bidder liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5- Previous transgression

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1. The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country confirming to the anti-corruption approach or with any other public sector Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder make incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6- Equal treatment of All Bidders/ selected bidders/ sub-selected bidders.

1. The Bidder(s)/ selected bidder(s) undertake(s) to demand from all sub contract commitment in conformity with this integrity pact and to submit it to the prime before contract signing.
2. The principal will enter, into agreements with identical conditions as this one Bidders, selected bidders and sub-selected bidders.
3. The principal will disqualify from the tender process all bidders, who do not sign Bidders, Selected bidders and sub-selected bidders.

Section 7- Criminal charges against violating Bidder(s)/selected bidder(s)/ Sub selected bidders If the principal obtains knowledge or conduct of a Bidder, selected bidder or sub selected bidder an employee or a representatives or an associate of a Bidder, selected bidder or sub-selected bidder which constitutes corruption, or if the principal has substantive suspicion in this regarding principal will inform the same to the Chief vigilance officer.

Section8-Independent External Monitor/Monitors

1. The principal appoints competent and credible independent External Monitor impact. The task of the Monitor is to review independently and objectively, whether to what extent the parties comply with the obligations under this agreement.
2. The monitor is not subject to instructions by the representatives of the party performs his functions neutrally and independently. He reports to the chairman.
3. The Bidder(s)/Selected bidder(s) accept that the Monitor has the right part restriction to all project documentation of the principal including that provided . The selected bidder will also grant the Monitor upon his request demonstration of a valid interest, unrestricted and unconditional access to his documentations. The same is applicable to sub selected bidders. The monitor contractual obligation to treat the information and documents of the Bidder|(s)/selected bidder(s) sub-selected bidder(s) with confidentially.
4. This agreement is subject to Indian Law. Place of performance and jurisdiction the Registered Office of the principal i.e. **AHMEDABAD.**
5. Changes and supplements as well as termination not less need to be made writing. Side agreements have not been made.
6. If the selected bidder is a partnership, this agreement must be signed by all partners of members.

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7. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid in this case, the parties will strive to come to an agreement to their original intentions.

For & on behalf of the
Principal (office seal)

For& on behalf of
Bidder/selected bidder (office seal)

Place-----

Date-----

Witness:1 (Name &Address)-----

Witness:2 (Name &Address)-----

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ANNEXURE A3 - LETTER OF TRANSMITTAL

From:

To

The Additional City Engineer
Housing Project,c-Block, 5th floor, Sardar
Patel Bhavan, Danapith
AHMEDABAD Municipal Corporation
AHMEDABAD.

Subject: submission of Technical bid

Name of Work:: *Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya) FP 66/Paiki On PPP Basis under Gujarat State Govt's Redevelopment of Public Housing Scheme 2016*

SH: C/o _____

Sir,

Heaving examined the details given in pre-qualification press notice and pre-qualification document for the above work/we hereby submit the pre-qualification application and relevant documents.

1. I/we hereby certify that all the statements made and information supplied in the enclosed from "A" to "F" and accompanying statements are true and correct.
2. I/we have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Executive Engineer to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Executive Engineer to approach individual employers, firms and corporation to verify our competency and general reputation.
4. I/we submit the following certificate in support of our suitability technical knowhow and capability for having successfully completed the following works.

Name of work:

Certificate from:

Enclosures:

Date of Submission:

SIGNATURE OF APPLICANT(S)

SEAL

ANNEXURE A4 – DESCRIPTION OF THE BIDDING COMPANY / BIDDING JV

Name of the Bidding Company	
Address of the Lead Member and Contact Person, Phone/Fax Nos.	

(use a similar format for all other members also)

(Signature of Authorized signatory)

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NNEXURE A5-FORMAT OF LETTER OF ACCEPTANCE
(The Letter of Acceptance is to be submitted by Company)

Date:

Place:

To

The Municipal Commissioner

AHMEDABAD MUNICIPAL CORPORATION

AHMEDABAD

Sir,

Sub: Technical Bid for Selection of DEVELOPMENT OF INTEGRATED GROUP HOUSING FACILITY AT KANTODIA VAS MUNICIPAL STAFF QUARTERS TPS-02 (KAKRIYA) FP 66/PAIKI ON PPP BASIS UNDER GUJARAT STATE GOVT'S REDEVELOPMENT OF PUBLIC HOUSING SCHEME 2016

This has reference to the Bid being submitted by Bidding Company comprising (mention name(s) of the Member Companies) in respect of Technical Bid for Selection of Developer for *Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya) FP 66/Paiki On PPP Basis under Gujarat State Govt's Redevelopment of Public Housing Scheme 2016*

in response to the Request for Proposal ("RfP") issued by AHMEDABAD MUNICIPAL CORPORATION.

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 AHMEDABAD MUNICIPAL CORPORATION;
All subsequent communications between AHMEDABAD MUNICIPAL CORPORATION and the Bidder, represented by (Mention name of the Lead Member);
The Bid being submitted by (name of the Lead 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 JV 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.

For and on behalf of :

Signature : _____

(Authorised Representative and Signatory)

Name of the Person :

Designation :

**ANNEXURE A6 FORM OF BANKERS CERTIFICATE FROM A NATIONALIZED BANK
(Solvency Certificate from a Scheduled Bank)**

This is to certify that the best of our knowledge and information that M/S /Sh_____ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagements up to a limit of INR_____ (INR_____).

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

(Signature) For the Bank

NOTE:

- Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

In case of partnership, certificate should include names of all partners as recorded with the Bank.

Annexure A7 – Format of Power of Attorney for Appointing the Lead Member Company

{On Requisite Stamp Paper}

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

WHEREAS the Company along with ____ and _____ (give name and registered office address) is forming a joint venture to submit Technical and Financial Bids in response to the Request for Proposal ("RfP") for ***Selection of Developer for Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya) FP 66/Paiki On PPP Basis under Gujarat State Govt's Redevelopment of Public Housing Scheme 2016*** issued by the AHMEDABAD MUNICIPAL CORPORATION and is desirous of appointing an attorney for the purpose thereof.

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

NOW KNOW YE ALL BY THESE PRESENTS, that _____[name of company] do hereby nominate, constitute and appoint....[name the lead member company] 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 Joint Venture 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 tender 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 AHMEDABAD MUNICIPAL CORPORATION, City Administrations, Government Authorities, Competent Authorities and other Project related entities;

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- To receive notices, instructions and information for and on behalf of the Company;
- To execute the Development Agreement 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 _____, 2016 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)))-----) [name & designation of the person])
--	--

ANNEXURE A8 – FORMAT OF POWER OF ATTORNEY APPOINTING SIGNATORY

{On Requisite Stamp Paper}

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

WHEREAS the Company has been authorized by _____ and _____ (give names and registered office addresses), vide its respective power of attorney, to act as the Lead Member of the JV/Joint Venture bidding for the for *Selection Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya) FP 66/Paiki On PPP Basis under Gujarat State Govt's Redevelopment of Public Housing Scheme 2016*

___ Sq.mts. of land at _____ on PPP Basis.UnderRedevelopment of Public Housing Scheme 2016.

WHEREAS in response to the Request for PROPOSED HOUSING BLOCKS UNDER DEVELOPMENT OF INTEGRATED GROUP HOUSING FACILITY AT KANTODIA VAS MUNICIPAL STAFF QUARTERS TPS-02 (KAKRIYA) FP 66/PAIKI ON PPP BASIS UNDER GUJARAT STATE GOVT'S REDEVELOPMENT OF PUBLIC HOUSING SCHEME 2016IN AHMEDABAD. On PPP Basis Under Redevelopment of Public Housing Scheme – 2016

___ Sq.mts. of land at _____ on PPP BasisUnder Redevelopment of Public Housing Scheme 2016.

("Project"), the Company is submitting Technical and Financial Bids on behalf of the Joint Venture for the Design, Develop, Finance, Construct, Market, Sub-Lease and Maintenance of the for ***Selection of Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya) FP 66/Paiki On PPP Basis under Gujarat State Govt's Redevelopment of Public Housing Scheme 2016*** issued by the AHMEDABAD MUNICIPAL CORPORATIONand 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 YE ALL BY THESE PRESENTS, that _____[name of the lead member 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 the said *Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya) FP 66/Paiki On PPP Basis under Gujarat State Govt's Redevelopment of Public Housing Scheme 2016* 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;

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To tender 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 act, 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 ____, (year))-----
in the presence of [name & designation of the) [name & designation of the person]
person] and countersigned by [name &)
designation of the person] of the Company of)
[name of the company])-----
) [name & designation of the person]

Annexure A9 – Information on Litigation
(To be provided for selected bidder)

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Sl. No.	Name of bidding entity Members	Name of agency with which litigation and brief subject	Estimated financial liability

Signature of Authorised Signatory

Annexure A10 – Pro-forma of Bank Guarantee for Bid Security

WHEREAS, (name of the Bidder) wishes to submit his Bid for the ***Selection of Developer for the DEVELOPMENT OF INTEGRATED GROUP HOUSING FACILITY AT KANTODIA VAS MUNICIPAL STAFF***

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QUARTERS TPS-02 (KAKRIYA) FP 66/PAIKI ON PPP BASIS UNDER GUJARAT STATE GOVT'S REDEVELOPMENT OF PUBLIC HOUSING SCHEME 2016, 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 AHMEDABAD MUNICIPAL CORPORATION **name** or its successor, (hereinafter referred to as "AHMEDABAD MUNICIPAL CORPORATION (short form)" in the sum of Rs. _____ (In Words)_____ which payment can truly be made to AHMEDABAD MUNICIPAL CORPORATION. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this ____ day of _____, ____.

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 AHMEDABAD MUNICIPAL CORPORATION; or
- (b) If the Bidder, for the period of the Bid Validity as per RfP in AHMEDABAD MUNICIPAL CORPORATION, commits a material breach of any of the terms and / or conditions contained in the RfP Document and / or subsequent communication from AHMEDABAD MUNICIPAL CORPORATION 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 AHMEDABAD MUNICIPAL CORPORATION:
 - (i) fails or refuses to sign the Agreement for the ***Development of Integrated Housing Facility over ____ Sq.mts of land at _____ on PPP Basis Under Redevelopment of Public Housing Scheme 2016.***
 - (ii) Fails or refuses to provide the performance security to the AHMEDABAD MUNICIPAL CORPORATION in accordance with, and when required by (within the stipulated time), RfP Volume III.

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- (iii) Fails or refuses to pay the Project Development Fees in accordance with and when required by the RfP Volume II (Instruction to Bidders);
- (iv) Material Variation / Material fact suppression etc;

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 AHMEDABAD MUNICIPAL CORPORATION first written demand, without the AHMEDABAD MUNICIPAL CORPORATION having to substantiate its demand, provided that in its demand the AHMEDABAD MUNICIPAL CORPORATION 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 AHMEDABAD MUNICIPAL CORPORATION 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 Acceptance, the Bid Security shall remain in force until the provision of the Performance Guarantee and payment of the Project Development Expenses/ Fees 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 ____ days after the announcement of award of the Project to the Successful Bidder and the issue of the Letter of Acceptance 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 _____ and the Indian law shall be applicable.

SIGNATURE OF AUTHORISED

REPRESENTATIVE OF THE BANK _____

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NAME AND DESIGNATION_____

SEAL OF THE BANK_____

SIGNATURE OF THE WITNESS_____

NAME OF THE WITNESS_____

ADDRESS OF THE WITNESS_____

Annexure A 11 – ESTIMATED Project Cost(SAMPLE)

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

Year Wise- Quarter Wise distribution of costs	Total Capital / Construction Cost of project	Physical Contingency, project development fee, maintenance, etc.	Any Other Costs (please name the item for such costs)
Year 1			
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
Year 2			
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
YEAR 3			
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
YEAR 4			
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
YEAR 5			

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Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
YEAR 6			
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
Total cost			
TOTAL PROJECT COST			

The Total Project Cost estimated for **PROPOSED HOUSING BLOCKS UNDER DEVELOPMENT OF INTEGRATED GROUP HOUSING FACILITY AT KANTODIA VAS MUNICIPAL STAFF QUARTERS TPS-02 (KAKRIYA) FP 66/PAIKI ON PPP BASIS UNDER GUJARAT STATE GOVT'S REDEVELOPMENT OF PUBLIC HOUSING SCHEME 2016 IN AHMEDABAD.**On PPP Basis Under Redevelopment of Public Housing Scheme – 2016 on PPP Basis Under Redevelopment of Public Housing Scheme 2016.is INR (inwords)

Signature of Authorised Signatory

Annexure A 12– Means of Financing for Project (SAMPLE)

- The RED/Bidder shall submit its estimated yearly distribution of financing arrangement with regard to the project

Year Wise- Quarter Wise distribution of costs	Total Estimated Project Cost	Equity	Debt proposed to be taken by the selected bidder
Quarter 1			
Quarter 2			
Quarter 3			
Quarter 4			
Quarter 5			
Quarter 6			
Quarter 7			
Quarter 8			
Quarter 9			
Quarter 10			
Quarter...			
Quarter...			
Quarter...			
Quarter...			
Quarter...			
Quarter...			
Quarter...			
Quarter 24			
Total			

Signature of Authorised Signatory

Annexure A 13 – NET WORTH & NET CASH PROFITS

- The aggregate and average of Cash Profits as per the previous years audited annual reports presented in the following tabular format, and certified by a Chartered Accountant (CA). In case of JV, each member 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.
- Filling up of this format is a must, otherwise the proposal is liable for disqualification

S. No.	Name of Bidder or JV members	Net Worth (INR Crore)	Net Cash Profits (INR Crore)
1.	(Name of bidder OR Lead Member of JV)		
2.	(Name of JV Member 1)		
Aggregate for Bidding Entity			

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 and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Account

ANNEXURE A 14

DETAILS OF ALL WORKS SIMILAR WORK/ CLASS COMPLETED (Minimum building height 16.50m /G+4/P+5 or above) DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH

Sl. No .	Name of Work/Project & Location	Owner or sponsoring Organization	Cost of works in crores	Date of commencement as Per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration pending/ in progress with details*	Name of address / telephone of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of applicant(s)

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

Similar Work means bidder's experience of constructing/ implementing – residential / housing building project as above.

ANNEXURE A 15

DETAILS OF MULTISTORIED BUILDING (Minimum building height 16.50m / G+4/P+5 or above) WORKS COMPLETED WITH ANY OTHER APPROVED TECHNOLOGY AS MAIN SELECTED BIDDER DURING THE LAST FIVE CONSECUTIVE YEARS ENDING LAST DAY OF THE MONTH

Sl. No.	Name of work/project and location i/c number of stories and height of building.	Owner of sponsoring organization	Cost of works in crore	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Build up area in sq. meter.	Litigation/ arbitration pending/ in progress with details	Name & address/ telephone number of officer whom to reference maybe made	Remarks (Mention prefabricated technology used in construction).
1	2	3	4	5	6	7	8	9	10	11

Indicate gross amount claimed and amount awarded by the Arbitrator.

ANNEXURE A 16
PROJECTS UNDER EXECUTION OR AWARDED/LOI ISSUED.

Sl. No .	Name of work/ Project . And locatio n.	Owner or sponsoring organizati on	Cost of work in Crore s.	Date of commen cement As per contract	Stipulated date of completio n.	Up to date amount of the work execute d (INR)	Slow progre ss if any & reason thereof .	Name &addre ss / telepho ne of officer to whom referenc e may be made.	Remar ks
1	2	3	4	5	6	7	8	9	10

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

Signature of Applicant(s)

ANNEXURE A 17

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK.

Sl. No.	Designation	Total number	Number available for this work.	Name.	Qualification.	Professional experience of details of work carried out.	How these would be involved in this work.	Remarks.
1	2	3	4	5	6	7	8	9

Signature of applicant(s).

Annexure A 18

DETAIL OF CONSTRUCTION, PLANT & EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

Sl. No.	Name of equipment	No s.	Capac ity of type.	Ag e	Condi ti on.	Ownership status			Curre ntloc ati on.	Rema rks
						Prese ntly owned	Leas ed	To be purcha sed		
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
1	EARTH MOVING EQUIPMENT.									
	Excavators (Various sizes.)									
2	EQUIPMENT FOR HOISTING & LIFTING									
	1. Tower Crane									
	2. Building hoist									
	3. Lift									
3	EQUIPMENT FOR CONCRETE WORK.									
	1 .Concrete batching plant (Fully automatic of min 30 M3/hr capacity Age: Not more than 5 years).									
	2. Concrete pump.									
	3. a) Concrete transit mixer. b) Other equipment for transportation of concrete mix.									
	4. Needle Vibrator (Electrical)									
	5. Needle Vibrator (Petrol).									
	6. Table Vibrator (Electrical/Petrol).									

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	7. Shutter Vibrator (Electrical/Petrol									
	8. Concrete Mixer(Electrical/ Diesel).									
	9.Bar bending machine.									
	10. Bar cutting machine.									
	11.Wood thickness planner.									
	12.Drilling machine.									
	13.Circular Saw machine.									
	14. Welding Generator.									
	15.Welding transformers.									
	16.Steel shuttering.									
	17.Steel shuttering scaffolding.(for high rise building)									
	18.Grinding/polishing machine.									
4	Equipment for Road work.									
	1. Road rollers.									
	2. Earth rammers.									
5	Equipment for transportation.									
	1. Tippers.									
	2. Trucks.									
	3.Mobile Cranes.									
	4. Water Tanker									
6	Pneumatic equipment.									
	1. Air Compressor (Diesel).									
7	Dewatering Equipment.									
	1. Pump(Diesel).									

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	2.Pump(Electrical).									
8	Power equipment.									
	1. Diesel Generators.									
9	Any other plant/equipment .									
10	Steel centering & shuttering/form work/H-frame centering (ii) steel plate (at least 60% of plot area)									

Signature of applicant(s).

Annexure A 19 Financial Qualification (For Bidder)

The aggregate Net Worth as per the latest audited annual report should be presented in the following tabular format.

The Net Worth should be calculated as per the formula given in this document. The copies of the audited annual reports for last 5 (five) years must be submitted along with the statutory auditor's certificate.

Name of Bidder:

S. No	Head	Indian Rupees
1	Paid up Share Capital	
2	Reserves and Surplus	
3	Subtotal (1+2)	
4	Revaluation reserve	
5	Miscellaneous expenditure to the extent not written off	
6	Sub total (4+5)	
7	Net worth (3 – 6)	

Certificate:

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

Dated this ____ day of _____ 20

For and on behalf of :

Signature :

(Authorised Representative and Signatory) Name

of the Person :

Designation :

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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 and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Account

ANNEXURE A 22 : FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the AHMEDABAD MUNICIPAL CORPORATION (hereinafter called "_____") having agreed under the terms and conditions of Agreement no. _____ dated _____ made between _____ and _____ {hereinafter called the said Contractor(s)} for _____ The work _____ {hereinafter called the said Agreement} having agreed to production of a irrecoverable Bank guarantee for INR _____ only) as a Security/Guarantee from the Contractor (s) for compliance of his obligations in accordance with the Terms & Conditions in the said Agreement, We _____ {hereinafter referred to as "the Bank"} (Indicate the name of the Bank) hereby undertake to pay to the AHMEDABAD MUNICIPAL CORPORATION an amount not exceeding INR. _____ (INR _____ only) on demand by the AHMEDABAD MUNICIPAL CORPORATION.

2. We _____ hereby undertake to pay the amounts due and (Indicate the name of the Bank) payable under this Guarantee without any demure, merely on a demand from AHMEDABAD MUNICIPAL CORPORATION stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee; however, our liability under this guarantee shall be restricted to an amount not exceeding INR _____ only.

3. We, the said bank further undertake to pay to the AHMEDABAD MUNICIPAL CORPORATION any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding, pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

4. We _____ (Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AHMEDABAD MUNICIPAL CORPORATION under or by virtue of said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the AHMEDABAD MUNICIPAL CORPORATION certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharge this Guarantee.

5. We _____ (indicate the name of the bank) further agree with the AHMEDABAD MUNICIPAL CORPORATION that, AHMEDABAD MUNICIPAL CORPORATION shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the AHMEDABAD MUNICIPAL CORPORATION against the said Contractor(s) and to for bear orenforce.

6. Any of the terms & conditions relating to the said Agreement we shall not berelieved from our liability by reason of any such variation, or extention being granted to the said Contractor or for any for bearance, act of mission on the part of the AHMEDABAD MUNICIPAL CORPORATION or any indulgence by the AHMEDABAD MUNICIPAL CORPORATIONto the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relivingus.

7. This guaranteewill not be discharged due to the change in the constitution of the bank or the contractor(s).

8. We _____ (Indicate the name of the Bank lastly undertake not to revoke this Guarantee except with the previous consent of the AHMEDABADMUNICIPALCORPORATIONin writing.

9. This Guarantee shall be valid upto _____ unless extended ondemand by AHMEDABAD MUNICIPAL CORPORATION, Not with- standing anything mentioned above, our liability against this Guaranteeis Restricted to INR _____ (INR__ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiryof this guaranteed all our liabilities under this guarantee shall standdischarged.

Dated theday of 2016 For__

(Indicate the name of the Bank) with Bank seal)

ANNEXURE A23 AFFIDAVIT

Name of Work:-_____

- **I, the undersigned, do hereby Certify that all the statements made in the required attachments are true and correct. I also understand in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.**
The undersigned also hereby certifies that neither our firm M/s _____ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last five years, prior to the date of this bid,
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or a corporation to furnish pertinent information deemed necessary and requested by the AMC to verify our statement or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested, and agree to furnish any such information at the request of the AMC.
The AMC and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statements, documents, and information permitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. The Affidavit will also serve as authorization to any individual or authorized representative to any institute referred to in the supporting information, to provide such information deemed necessary and requested by representative of Ahmedabad Municipal Corporation to verify statements and information provided in the Tender or with regard to the resources, experiences and competence of the Applicant.

Signed by the Authorized signatory

of the firm Title of the Office Name of the

firm Date:-

Note: - The affidavit format as indicated above to be furnished on the non-judicial stamp Paper of Rs.100 And duly notarized.

ANNEXURE-A 25

A. Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

- All nationalized Banks

B. Guarantees issued by following banks will be accepted as SD/EMD for the period up to March 31, 2026. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

1. Commercial Banks :-

- | | |
|------------------------------|-----------------------------|
| • Axis Bank | • HDFC Bank |
| • A U Small Finance Bank | • HSBC Bank |
| • Bandhan Bank | • ICICI Bank |
| • Barclays Bank | • IDBI Bank |
| • City Union Bank | • IDBI FIRST Bank |
| • CSB Bank | • Jammu and Kashmir Bank |
| • DBS Bank India Limited | • Jana Small Finance Bank |
| • DCB Bank | • Karnataka Bank |
| • Equitas Small Finance Bank | • Krur Vysya Bank |
| • ESAF Small Finance Bank | • Kotak Mahindra Bank |
| • Federal Bank | • South Indian Bank |
| • YES Bank | • Standard Chartered Bank |
| • Utkarsh Small Finance Bank | • Tamilnadu Mercantile Bank |

2. Co-operative and Rural Banks Of Gujarat :-

1. The Ahmedabad Mercantile Co-operative Bank Limited
2. Nutan nagrik Sahakari Bank Limited
3. Rajkot Nagarik Sahakari Bank Limited
4. Saraswat Co-operative Bank
5. SBPP Co-Operative Bank
6. SVC Co-operative Bank
7. The Cosmos Co-operative Bank
8. The Gujarat State Co-Operative Bank
9. The Mehsana Urban Co-operative Bank Limited
10. The Surat District Co-operative Bank
11. The Surat Peoples Co-operative Bank
12. The Kalupur Commerical Co-operative Bank Limited
13. The Panchmahal District Co-Operative Bank
14. The Baroda District Co-Operative Bank
15. Baroda Gujarat Gramin Bank
16. Saurashtra Gramin Bank

(Bank Guarantee of only Ahmedabad branch shall be accepted)

(Please refer circular no.06 dt.12.05.2025 issued by Finance Dept. Of AMC)