



**CHHATTISGARH HOUSING AND
INFRASTRUCTURE DEVELOPMENT BOARD**

Request for Proposal

for

**Selection of Developer for “Redevelopment of land
parcel(s) of total area 6.49 acres at Katghora, Korba on
license basis”.**

RFP Document - Volume 1

(Instruction and Information to Bidders)

June 2026

**CHHATTISGARH HOUSING AND INFRASTRUCTURE
DEVELOPMENT BOARD**

Chhattisgarh Housing Board Colony, Rampur,
District, Korba, Chhattisgarh

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Chhattisgarh eProcurement Website: <https://eproc.cgstate.gov.in>

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD (CGHIDB) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP has not been filed, registered or approved in any jurisdiction. Its possession or use in any manner contrary to any Applicable Law (as defined hereinafter) is expressly prohibited. Bidders shall inform themselves of any applicable legal requirements in respect of this RFP and shall observe the same.

This RFP is not an agreement and is neither an offer nor invitation by CGHIDB to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in formulation of their application for qualification and making their financial offers (**Bids**) pursuant to this RFP. This RFP includes statements for selection of a Selected Bidder (as defined hereinafter) for the Project (as defined hereinafter) and for no other purposes. This RFP includes statements, which reflect various assumptions and assessments arrived at by CGHIDB in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for CGHIDB, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents especially the Project Information Memorandum, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CGHIDB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

CGHIDB, its employees and advisors make no representation or warranty and shall have no liability to any person, including any or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense

which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP.

CGHIDB, its employees or advisors also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

CGHIDB may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that CGHIDB is bound to select the Bidder or to appoint the Selected Bidder or Licensee, as the case may be, for the Project and CGHIDB reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by CGHIDB or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CGHIDB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Part I – Definition

| | |
|--|--|
| Associate | As defined to in Clause 2.2.8 |
| Bid | As defined to in Clause 1.2.1 |
| Bid Due Date | As defined to in Clause a) |
| Bid Security | As defined to in Clause 1.1.1 |
| Bidders | As defined to in Clause 1.2.1 |
| Bidding Documents | As defined to in Clause a) |
| Bidding Process | As defined to in Clause 1.2.1 |
| BUA or Built-Up Area | As defined in License Agreement - Volume 2 of RFP document |
| Chhattisgarh Housing and Infrastructure Development Board (CGHIDB) | As defined to in Clause 1.1.1 |
| Compensatory Land Parcel | Shall means the Government Land which is to be given to the developer with development rights on License basis for redevelopment project. |
| Conflict of Interest | As defined to in Clause 2.2.1 |
| Damages | As defined to in Clause 2.2.1 |
| Development rights | Shall means License to investigate, study, design, engineer, procure, finance, construct, manage and maintain the Project and to exercise and enjoy the right to sell the superstructure of housing units/dwelling units, as set forth in License agreement; |
| Entities | As defined to in Clause 2.2.1(b) |
| Offset Price | As defined to in Clause 1.1.5 |
| Financial Capacity | As defined to in Clause 2.2.2 (A) |
| Financial Bid | As defined to in Clause 1.2.1 |
| Financial Quote | As defined to in Clause 1.2.6 |
| Government Facilities | Shall mean office buildings / blocks and staff residential blocks and any other Common Infrastructure being developed on Project Site along with all required building services, site infrastructure & utilities, green buffer and open spaces in the Project Site (described more particularly in Schedule B, Annexure 1 and 2 of License Agreement). |
| GoCG | Government of Chhattisgarh |
| Highest Bidder | As defined to in Clause 1.2.6 |
| Joint Bidding Agreement | As defined to in Clause 2.2.4 (g) |
| Lead Member | As defined to in Clause 2.2.4 |
| License | As defined to in Clause 1.1.4 |
| License Agreement | As defined to in Clause 1.1.3 |
| Licensee | As defined to in Clause 1.1.3 |
| LOA | As defined to in Clause 3.8.7 |
| Member | As defined to in Clause 2.2.1 |

| | |
|-------------------------------|--|
| Net Worth | As defined to in Clause 2.2.3(a) |
| Premium | Shall mean the amount quoted by the Selected Bidder/ Developer for Development rights on License basis for the Compensatory Land Parcel. Premium should be inclusive Offset Price. |
| Project | As defined to in Clause 1.1.1 |
| Technical Bid | As defined to in Clause 1.2.1 |
| Re. or Rs. or INR | Indian Rupee |
| RFP or Request for Proposals | As defined to in the Disclaimer |
| Selected Bidder | As defined to in Clause 3.8.1 |
| SPV | As defined to in Clause 2.2.4 |
| Subject Person | As defined to in Clause 2.2.1 |
| Technical Bid | As defined in Clause 1.2.1 |
| Technically Qualified Bidders | As defined in Clause 3.4.1 |
| Tie Bidders | As defined to in Clause 3.8.4 |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions (even in abbreviated form) beginning with capital letters and not defined herein but defined in the License Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Part II- Principles of Interpretation

1. Throughout this Bidding Documents, unless indicated otherwise by the context, the singular also includes plural.
2. Any reference in this Bidding Documents to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be, from time to time, amended, modified, extended or re-enacted, whether before or after the date of this Bidding Documents.
3. The words "hereof," "herein", "hereunder" and words of similar import when used in this Bidding Documents shall refer to this Bidding Documents as a whole and not to any particular provision of this Bidding Documents. The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
4. The headings in this Bidding Documents are intended for convenience only and shall not, in any way affect the meaning or construction of any provision therein.
5. References to Sections, Clauses and sub-clauses are, unless the context otherwise requires, references to Section, Clauses and sub-Clauses of this Bidding Document.

6. References to days, months and years are references to calendar days, calendar months and calendar years respectively.
7. References in this Bidding Documents to any consent or approval or permission or satisfaction or confirmation or certificate or agreement by any Person shall in each case mean in written form and signed, whether digitally or physically, by the authorized signatory of such person.
8. Reference to any gender includes the other gender(s).

REQUEST FOR PROPOSAL DOCUMENTS

- Volume 1** : Instruction and Information to Bidders
- Volume 2** : Draft License Agreement
- Volume 3** : Project Information Memorandum and Detailed Project Report for construction and development of Government Facilities

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Invitation for Proposal

NOTICE INVITING RFP

CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD (CGHIDB)

NIT No. 114

Date: 16.06.2026

Request for Proposal for “Selection of Developer for Redevelopment Project on land parcel(s) of total area **6.49 acres** at **Katghora, Korba** on license basis”.

Government of Chhattisgarh (GoCG) through CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD (CGHIDB) intends to appoints the Developer for Redevelopment Project on land parcel(s) at Katghora, Korba on license basis, as per the terms and conditions mentioned in RFP document for Redevelopment Project on CLP and construction & development of Government Facilities ("the Project").

The selected Developer will be provided Compensatory Land Parcels (CLP) admeasuring 6.49 acres on License basis in the form of "Development Rights". The prospective bidders have to quote the Premium for "Development Rights" on the CLP. The Bidder quoting Highest Premium shall be selected as Developer for the Project. The Selected Developer has to pay the quoted Premium partly in monetary terms and partly in form of construction of the Government Facilities, as per provisions of the License Agreement.

The CGHIDB invites bids from experienced entities for selection of a Developer for the Project, through transparent online bidding process. RFP documents can be purchased/downloaded from the e procurement portal <https://eproc.cgstate.gov.in>.

| | |
|---|---|
| RFP Document Cost (Non-refundable) | INR 1,18,000 [INR 1,00,000 + 18,000 (GST)] |
| RFP download schedule | FROM 10:30 AM ON 22/06/2026 |
| Pre-bid meeting schedule | 02/07/2026 at 12.00 Noon |
| Bid Security | INR 11.4 lakh |
| Estimated Cost of Government Facilities | INR 4.89 Crore |
| Offset Price | INR 22.74 Crore |
| Performance Security | 5% (Five Percent) of the Quoted License Premium (Please refer Appendix IX) |

Bids can be submitted online from 22/06/2026 to 22/07/2026 up to 5.30 PM Hrs through the online e procurement portal <https://eproc.cgstate.gov.in>

Chhattisgarh Housing and Infrastructure Development Board
Circle – Bilaspur

BID DATA SHEET

| | |
|--|--|
| Name of the work | Request for Proposal for Selection of Developer for “Redevelopment Project on land parcel(s) of total area 6.49 acres at Katghora, Korba on license basis”. |
| Offset Price | INR 22.74 Crore |
| Amount of Bid Security | INR 11.4 Lakhs/- |
| Cost of Tender Document (Transaction Fee) | INR 1,18,000/- (non-refundable). Document must be downloaded from the web site “ https://eproc.cgstate.gov.in ”. |
| Processing Fee | As applicable on e-procurement portal (non-refundable) |
| Bid Validity | 180 days from Bid Due Date |
| Bid Parameter | Highest bid quoted over and above Offset Price (as defined in 1.1.5) for CLP |
| RFP download schedule | FROM 10:30 AM ON 22/06/2026 Document must be downloaded from the web site “ https://eproc.cgstate.gov.in ”. |
| Date/Time/Venue of Pre-Bid Meet | Date:02/07/2026 (Thursday) at 12.00 Noon, Venue: CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD, Paryawas Bhawan, Sector- 19, Nava Raipur Atal Nagar [C.G.] |
| Last date of submission of queries | UP TO 3:00 PM on 01/07/2026 |
| Due date for Online Submission of Bids (Both Technical and Financial) | UP TO 5:30 PM on Date: 22/07/2026 |
| Due date for Physical Submission of Technical Proposal | UP TO 5:30 PM on Date: 24/07/2026 |
| Date of opening of Technical Proposals (Bids will be opened online by the Authorized officer) | Date: 27/07/2026, 11:00 AM onwards At office of Executive Engineer Chhattisgarh Housing Board Colony, Rampur, District, Korba, Chhattisgarh, Pin code: 495674 Email id: eeeghbdivkorba@gmail.com |
| Submission by the Bidder | The Proposal shall be submitted through e-Procurement Portal https://eproc.cgstate.gov.in/ . Up to 05.30 pm on or before 22/07/2026 (online). and The Hardcopy of the Technical Bid along with original documents shall be submitted by hand or Speed post or registered post only up to 05.30 pm on before 24/07/2026 |
| Bid Submission Address | At office of Executive Engineer Chhattisgarh Housing Board Colony, Rampur, District, Korba, Chhattisgarh, Pin code: 495674 |
| Consortium or JV | Permissible, up to two (02) members allowed |

Note: In case any above-mentioned date lies on public holiday, the next working day shall be considered as such date. Authority will endeavor to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises. Such change, if any, would be uploaded to the Authority’s website from time to time.

CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD

1. INTRODUCTION

1.1. Background

1.1.1. Government of Chhattisgarh through CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD (the “**Authority**” or “**CGHIDB**”) intends to appoint a Developer as per the terms and conditions mentioned in RFP document for **Redevelopment Project on CLP and construction & development of Government Facilities** ("the Project").

1.1.2. The selected Developer will be provided with CLP(s) admeasuring 6.49 acres on License basis in the form of "Development Rights". The prospective bidders have to quote the Premium for project development on the CLP. The Bidder quoting Highest Premium shall be selected as Developer for the Project. The selected Developer has to pay the quoted Premium partly in monetary terms and partly in kind (in the form of the cost of construction of the Government Facilities) as per provisions of License Agreement.

a) Brief particulars of the Project are as follows:

| S. No | Particulars | Description | | | | | | | | |
|----------------------------|---|--|--------------------|------------|----------|-----------------|-------------------------|---|----------------------------|-----|
| 1. | Project Title | Redevelopment Project on land parcel(s) of total area 6.49 acres at Katghora, Korba on license basis. | | | | | | | | |
| 2. | Implementing Agency | CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD, (CGHIDB) | | | | | | | | |
| 3. | Details of Compensatory Land Parcel Agency | <table><tr><td>Land Area (in Sqm)</td><td>6.49 acres</td></tr><tr><td>Land use</td><td>Residential use</td></tr><tr><td>Maximum Permissible FAR</td><td>For Residential – 1.25 FAR shall be applicable as CG Bhumi Vikas Niyam 1984 rule no. 60 & 61.</td></tr><tr><td>Minimum FAR to be achieved</td><td>0.8</td></tr></table> <p>The details and delineation of Project Site and CLP have been provided in the PIM and of the Schedule A, Schedule B, Schedule C Draft License Agreement</p> | Land Area (in Sqm) | 6.49 acres | Land use | Residential use | Maximum Permissible FAR | For Residential – 1.25 FAR shall be applicable as CG Bhumi Vikas Niyam 1984 rule no. 60 & 61. | Minimum FAR to be achieved | 0.8 |
| Land Area (in Sqm) | 6.49 acres | | | | | | | | | |
| Land use | Residential use | | | | | | | | | |
| Maximum Permissible FAR | For Residential – 1.25 FAR shall be applicable as CG Bhumi Vikas Niyam 1984 rule no. 60 & 61. | | | | | | | | | |
| Minimum FAR to be achieved | 0.8 | | | | | | | | | |
| 4. | Proposed Government Facilities | One (01) office building (G+2) Total 22 GADs of F(G+1)-4Units, G(G+1)-4Units, H(G+1)-6Units, H1(G+1)-8Units Type Residential Units. | | | | | | | | |

| S. No | Particulars | Description |
|-------|---|--|
| 5. | Estimated cost of Government Facilities | Rs. 4.89 Crore (on lumpsum basis) |
| 6. | Project Duration | 48 months (Government Facility Construction Period – 24 months) |
| 7. | Offset Price | INR 22.74 Crore |

- b) CGHIDB intends to award the Project through an open, competitive, single stage two separate envelop bidding process in accordance with the procedure set out herein.
- 1.1.3. If JV / Consortium is permissible, the Selected Bidder may incorporate a Special Purpose Vehicle under Companies Act 2013, for execution of License Agreement (the “**Licensee**”) and the Licensee shall be responsible for development design, finance, construction, development, operation & maintenance and transfer of the Project in accordance with the provisions of a License Agreement (the “**License Agreement**”) to be entered into between the Licensee and CGHIDB in accordance with the provisions of **RFP Volume 2 – License Agreement**.
- 1.1.4. The detailed terms and conditions of the license are set forth in the License Agreement, including *inter alia* the scope of the Licensee’s services and obligations (the “**License**”).
- The scope of work will broadly include construction of Government Facilities and design, development and finance of the Redevelopment Project on the CLP while fulfilling the Minimum Development Obligations (MDO) & special conditions (as defined in the Volume 2 – License Agreement – Schedule C – Annexure 3), operation & maintenance and transfer thereof in accordance with the terms of the License Agreement.
 - Construction of Government Facilities: Construction of under Redevelopment policy of GoCG and Other Common Infrastructure including building services and site infrastructure on Project Site, in accordance with the Schedule B of the Draft License Agreement (Volume - 2, Section 1 of RFP Document).
 - The developer will be provided with temporary possession / license to construct & develop the Government Facilities on Project Sites as mentioned in the RFP during the Construction Period.
 - Handing over and transfer of constructed/developed Government Facilities on Project Sites along with all required building services, site infrastructure & utilities after completion to CGHIDB as applicable.
 - The developer will be provided with Development Rights on the CLP to design, construct, develop, operate, maintain, and manage the Development Works and

assets thereon and to earn considerations from the disposal of the built-up residential/ commercial units therein.

- f) Fulfil Minimum Development Obligations and Special Conditions for the Redevelopment Project in accordance with Schedule C – Annexure 3 of RFP Volume 2 – License Agreement.
- g) Pay quoted Premium for the Development Rights on Compensatory Land Parcel partly in monetary terms and partly in kind in the form of handing over and transfer of Government Facilities after completion (cost evaluated at the rates at par with CGPWD SOR).

1.1.5. “**Offset Price**” is the minimum price, over and above which bidders are required to quote under Financial Proposal.

- a) Offset Price shall not include cost of construction and development for the Redevelopment Project on CLP. The Selected Bidder shall estimate the construction and development cost on its own for Redevelopment Project on CLP.
- b) Selected Bidder shall be liable to pay Annual License fee to CGHIDB, equivalent to 0.25% of the quoted Premium in addition to the quoted Premium, each year till completion of the Redevelopment Project or Hand over of the Government Facilities, whichever is later. Payment of Annual License Fee shall be made in advance for the year, within 30 days prior to the completion of the preceding year of execution of the License Agreement.
- c) Selected Bidder shall be liable to pay applicable GST / other taxes / fee / service charges, to competent authority from time to time as applicable. In addition to this the Developer shall be liable to pay GST on the Supervision charges and any other fee / charges levied by the CGHIDB.
- d) Supervision charges applicable as 8% of the quoted Premium and shall be part of the Premium quoted by the Selected Bidder. These charges will be payable to CGHIDB by the Selected Bidder.
- e) Selected Bidder shall be liable to pay any expenses towards approval or permits or any other fee for initiating the construction work on CLP.

1.1.6. CGHIDB shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by CGHIDB pursuant to this RFP, as modified, altered, amended and clarified from time to time by CGHIDB (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.1.7. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and

obligations of the Licensee set forth in the License Agreement or CGHIDB’s rights to amend, alter, change, supplement or clarify the scope of work, the License to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any and all omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claim on that account shall be entertained by CGHIDB.

1.2. Brief description of Bidding Process

- 1.2.1. CGHIDB has adopted an online single-stage two parts bidding process accessible at <https://eproc.cgstate.gov.in> (referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first part (the, “**Technical Bid**”) of the process involves qualification (the Technical Qualification) of interested parties/ consortia who submit a Bid in accordance with the provisions of the RFP (the “**Bidder**”, which expression shall, unless repugnant to the context, include Members of the Consortium). The second part of the process involves the Financial Bid (the “**Financial Bid**”) of the Bidders qualified in the Technical Bid. The Technical Bid and Financial Bid shall collectively be referred as Bid (the “**Bid**”).

Prior to participation in the Bidding Process, the Bidder shall pay to CGHIDB a sum of **Rs. 1,00,000/- plus applicable Goods and Service Tax (GST)** (Rupees One Lakh Only plus applicable GST (presently 18%)) in the form of online fund transfer via RTGS/NEFT or other Electronic Mode as the cost of the Bid Process. (the “**Bid Processing Fee**”) and submit a proof of payment along with the Technical Bid.

The Bidders would be required to furnish all the information specified in this RFP. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

Details of CGHIDB Account for depositing of the Bid Processing Fee are given below:

| S. No. | Particulars | Details |
|--------|---------------------|---|
| 1 | Name of Beneficiary | EE CG Housing And Infrastructure Development Board Division Korba |
| 2 | Name of Bank | Punjab National Bank |
| 3 | Account No. | 6109000100026577 |
| 4 | IFSC Code | PUNB0610900 |
| 5 | CGHIDB GST number | 22AECA9783D2ZP |

The Government of India has issued guidelines (see Appendix-VII of RFP) for qualification of bidders seeking to acquire stakes in any public-sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. CGHIDB shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders

- must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.
- 1.2.2. At the Technical Qualification stage, the Technical Bids of the Bidders would be evaluated and only those Bidders that are qualified by CGHIDB shall be eligible for the second part of the Bidding Process comprising opening and evaluation of their Financial Bids.
- 1.2.3. The Bidding Documents include the draft License Agreement which is enclosed. The Project Information Memorandum (the "**Project Information Memorandum**" or "**PIM**") is separately provided as Volume 3. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP Document (except the PIM), will be deemed to form part of the Bidding Documents.
- 1.2.4. A Bidder is required to deposit Bid Security along with its Bid as per Clause 1.1.2. The Bidders will have an option to provide Bid Security in the form of an online transfer through RTGS / NEFT / Other Electronic transaction. No interest shall be payable by CGHIDB on the Bid Security. In case, the Bidder decided to provide the Bid Security in the form of online transfer through RTGS / NEFT / Other Electronic transaction it may make payment in Authority's designated bank account provided in Clause 1.2.1. The proof of payment of Bid Security via online mode is to be uploaded along with the Technical Bid and submitted original copy as per the provisions of Clause 2.13.4.
- 1.2.5. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.
- 1.2.6. (a) Bids are invited for Premium above the Offset Price defined in clause 1.1.5 (the "**Financial Quote**"). The Financial Quote offered by a Bidder to CGHIDB shall be payable in form of monetary terms and kind as per the conditions set forth in the License Agreement and shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.7, the Project will be awarded to the Bidder quoting the highest Financial Quote (the "**Bid Parameter**").
- (b) In this RFP, the term "**Highest Bidder**" shall mean the Bidder who has quoted the highest Financial Quote in the bid process. Subject to the provisions of Clause 3.8, the Project will be awarded to the Highest Bidder.
- 1.2.7. Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Financial Quote submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Quote of the Highest Bidder, CGHIDB may, in its discretion, annul the Bidding Process, as the case may be based on the following:

- a) In the event that two or more Bidders quote the same amount of Premium (the “**Tie Bidder**”), the CGHIDB shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- b) In the event that the Highest Bidders withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the CGHIDB may invite all the remaining Bidders to revalidate or extend their respective Bid Security and bid validity, as necessary, and ask the remaining Bidders to match the Financial Proposal of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Financial Quote was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bid in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- c) In the event that no Bidder offers to match the Highest Bid in the second round of bidding as specified in above Clause CGHIDB may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bids are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bidders provided, however, that in such third round of bidding only such Bidders shall be eligible for consideration which are higher than the Financial Quote of the second highest Bidder in the first round of bidding.

1.2.8. The Licensee shall, in consideration of its obligation, shall be responsible for operation and maintenance in accordance with License Agreement.

1.2.9. Any queries or request for additional information concerning this RFP shall be submitted in writing or e-mail to the officer designated in Clause 2.13.5. The communication shall clearly bear the following identification/ title:

Request for Proposal for “Selection of Developer for Redevelopment Project on land parcel(s) of total area 6.49 acres at Katghora, Korba on license basis”.

1.2.10. The Official Website is: <https://eproc.cgstate.gov.in>

Bidders are advised to visit this website regularly to keep them updated, for any changes/ modifications related to this RFP.

1.3. Schedule of Bidding Process

The schedule for the bidding process is as follows:

| Sl. No. | Event Description | Date |
|--|--|--|
| 1. | NIT Details | NIT No.114, Dated: 16/06/2026 |
| 2. | RFP download schedule | FROM 10:30 AM ON 22/06/2026 |
| 3. | Date/Time/Venue of Pre-Bid Meet | Date:02/07/2026 (Thursday) at 12.00 Noon, Venue: Chhattisgarh Housing and Infrastructure Development Board, Paryawas Bhawan, Sector- 19, Nava Raipur Atal Nagar [C.G.] |
| 4. | Last date of submission of queries | UP TO 3:00 PM on 01/07/2026 |
| 5. | Due date for Online Submission of Bids (Both Technical and Financial) | UP TO 5:30 PM on Date: 22/07/2026 |
| 6. | Due date for Physical Submission of Technical Proposal | UP TO 5:30 PM on Date: 24/07/2026 |
| 7. | Date for opening of Financial Bid | To be informed later |
| 8. | Issue of Letter of Award | To be informed later |
| CGHIDB reserves the right to modify the above schedule at its discretion which will be binding on the Bidders. | | |

1.4. Venue of Pre-Bid conference:

CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD

Paryawas Bhavan, Sector - 19, North Block,

Nava Raipur Atal Nagar – 492002

Email id: eecghbdivkorba@gmail.com

WEBSITE: www.cghb.gov.in, PHONE NO. +91 9907285405

Chhattisgarh eProcurement Website: <https://eproc.cgstate.gov.in>

2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1. CGHIDB intends to receive Bids under this RFP from experienced Bidders. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid for the Project as a member of any other Consortium, as the case may be.
- 2.1.2. The PIM of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Notwithstanding anything contrary contained in this RFP, nothing contained in the PIM shall be binding on CGHIDB nor confer any right on the Bidders, and CGHIDB shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to and not in derogation of its obligations under the License Agreement.
- 2.1.4. Bidders are required to submit their Bids online at <https://eproc.cgstate.gov.in> in the provided format. The Technical Bid and Financial Bid should be furnished in the format at Appendix-I and Appendix-VI respectively along with all enclosures, duly signed by the Bidder's authorised signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The bid amount shall consist of Premium quoted above the Offset Price by the Bidder. Premium shall be payable by the Licensee to CGHIDB as per the terms and conditions of this RFP and the provisions of the License Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5. The Bidder shall deposit a Bid Security in accordance with the provision of Clause 1.2.4.
- 2.1.6. Bid Security of unsuccessful bidders shall be returned within 30 days of issue of LOA to the Selected bidder, whichever is later except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided Performance Security in terms of the License Agreement.
- 2.1.7. The Bidder is required to submit a Power of Attorney as per the format at Appendix-III authorizing the signatory of the Bid to commit the Bidder.

- 2.1.8. In case the Bidder is a Consortium, the Members thereof must furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.
- 2.1.9. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10. The documents including this RFP and all attached documents, provided by CGHIDB are and shall remain or become the properties of CGHIDB and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and CGHIDB will not return to the Bidders any bid document or any information provided therewith.

2.2. Eligibility of the Bidder

- 2.2.1. For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:
 - (a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
 - (b) Bidder may be a natural person, private entity or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.4 below.
 - (c) The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have any Conflict of Interest shall be disqualified¹. In the event of disqualification, CGHIDB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by CGHIDB and not by way of penalty for, *inter alia*, the time, cost and effort of CGHIDB, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to CGHIDB under the Bidding Documents and/or the License Agreement or otherwise, under the law. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

1 The provisions of sub-clauses (i), (iii) and (v) shall not apply to government companies.

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25 (twenty-five) per cent of the subscribed and paid up equity share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 25 (twenty five) per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause (i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder, is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same authorized signatory for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each

other's confidential information or to influence the Bid of either or each other; or

- (vi) such Bidder, or any Associate thereof has participated as a consultant to CGHIDB in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of CGHIDB in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters relating to or incidental to the Project. For avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 30 (thirty) days prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.
- (e) None of the Bidders, its directors, promoters or Associate shall figure in any list of willful defaulters maintained by the Reserve Bank of India or have been convicted by a Court of law for any offence committed for any financial crimes or money-laundering activities.
- (f) Further, the Bidders, its directors, promoters or Associates must not have been blacklisted, debarred or suspended by any governmental authority in India, in relation to any public procurement works/contracts.
- (g) The Bidder or its Promoters should not have an account, which has been classified as a non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 as of the date of submission of the Technical Bid.
- (h) None of the Bidders, its directors, promoters or Associate shall, as of the date of submission of the Bid, been declared fraud or a fraudulent account by any bank or financial institution.
- (i) No red corner notice shall have been issued in the name of the Bidders, its directors, promoters or Associate, as of the date of submission of the Technical Bid.

For the avoidance of doubt, in the event of a Conflict of Interest that affects the Bidding Process between two (2) or more Bidders, all such Bidders shall be forthwith disqualified.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in the Clause 2.2.1 shall include each Member of such Consortium.

- 2.2.2. To be eligible for Qualification, a Bidder shall fulfil the following conditions of eligibility.

(A) Financial Capacity:

- i Audited Average Annual Turnover of the bidder during last three (03) financial years (FY 2024-25, 2023-24 & 2022-23) shall be at least or more than **INR 49 Crore**.
- ii The Bidder shall have a minimum Net Worth at the close of the preceding financial year (the “**Financial Capacity**”) as **INR 21 Crore** at the close of the preceding financial year.
- iii In case of JV / Consortium, Financial Capacity to be fulfilled by the JV / consortium members jointly.

(B) Technical Capacity:

- i For demonstrating technical capacity or experience (the “**Technical Capacity**”), the Bidder shall, over the past 05 (five) financial years preceding the Bid Due Date:

- (a) Should have Developed / Developed & Constructed / Constructed, at least one (01) “**Eligible Project**” with a cost not less than Rs. 47 Crore OR at least 01 “**Eligible Project**” where bidder has developed or constructed built up area not less than 1.81 lakh sqft.

OR

- (b) Should have Developed / Developed & Constructed / Constructed, at least two (02) “**Eligible Project(s)**” with a cost not less than Rs. 30 Crore OR at least 02 “**Eligible Project(s)**” where bidder has developed or constructed built up area not less than 1.13 lakh sqm.

OR

- (a) Should have Developed / Developed & Constructed / Constructed, at least three (03) “**Eligible Project(s)**” with a cost not less than Rs. 24 Crore OR at least 03 “**Eligible Project(s)**” where bidder has developed or constructed built up area not less than 0.91 lakh sqft.

- ii For the purpose of **Technical Capacity**, “**Developed**” or “**Developed or Constructed**” shall mean:

- a) In case the Eligible Project is developed under a separate legal entity, the Bidder should have held a minimum of 26% (twenty-six per cent) of the paid up and subscribed equity of such legal entity.

OR

- b) In case the Eligible Project is developed by the Bidder itself, the Bidder should have paid more than 50% (fifty per cent) of the capital cost of the Eligible Project(s). The same shall have to be certified by a Statutory Auditor. In case the Bidder does not have a Statutory Auditor (e.g., when the Bidder

is an individual entity), the same is to be certified by a CAG-empaneled Chartered Accountant.

iii For the purpose of **Technical Capacity**, “**Constructed**” shall mean:

- a) The Bidder’s scope of construction should have included all works, which were undertaken on a turnkey basis i.e. up to the completion of the project. For the avoidance of doubt, (a) partial works such as only civil works, only electrical works, etc. would not be accepted as construction experience for Eligible Projects, and (b) the Bidder should not have outsourced more than 49% (forty nine percent) of the total project work. The same shall have to be certified by the Statutory Auditor of the Bidder. In case the Bidder does not have a Statutory Auditor (e.g., when the Bidder is an individual entity), then certified by a CAG-empaneled Chartered Accountant.

iv For the purpose of Technically Eligibility, “**Eligible Project**” shall mean from the following “**Eligible Sectors**”:

- a) “**Real Estate sector**”: retail or office, residential complexes, hospitality, IT/ITES park, commercial complex/shopping mall, Convention Center, and MICE.
- b) Real Estate sector project shall not include residential flats unless they form a part of a real estate complex or township.

v **In case of JV/Consortium, Technical Capacity shall be fulfilled by the Lead Member.**

vi The Technical Capacity, if in terms of project cost, shall be calculated by enhancing the actual value of work @7% per annum, compounded annually, calculated from the date of completion of project till last date of receipt of Bid.

vii The **Eligible Project** could be completed projects and ongoing, however cost incurred and / or appropriated revenue for each project furnished by the bidder could not be less than the minimum value defined in Technical Capacity.

viii Bidder shall furnish Statutory Auditor certificate(s) for the cost incurred and / or appropriated revenue for the projects completed. In case the Bidder does not have a Statutory Auditor (e.g., when the Bidder is an individual entity), then the same shall have to be certified by a CAG-empaneled Chartered Accountant.

ix Even if the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in a specific Eligible Project, the experience of that Eligible Project, for the purpose of Technical Capacity, will not be taken into account more than once.

x Here, Built-up area shall mean the developed saleable floor area defined as per the applicable State building bye-laws, approved layout by competent authorities, RERA, any other applicable rules and regulations.

- xi The claim for Build Up Area (BUA) shall be accompanied by a certificate either "certified by the Architect Registered with Council of Architecture (CoA) duly enclosing the building plan (*clearly indicating the plinth area and built-up areas*) approved by any local competent authority" or "issued by a Certified Engineer", who shall be authorized for such certification by any government authority. The certificate shall include all the facilities in the project for which experience is being claimed.

2.2.3. The Bidder shall provide with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexures, the following:

- (a) certificate(s) from its statutory auditors² or its respective client(s) stating the Eligible Projects Developed (payments made) or Eligible Projects Constructed (payments received or works commissioned), as the case may be, during the past 07 (seven) years in respect of the projects submitted for evaluation of Technical Capacity as per Clause 2.2.2; In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or from the respective client; details of the certificate of Eligible Project per Clause 2.2.2 (C) (iv) and
- (b) certificate(s) from its statutory auditors³ specifying the Net Worth of the Bidder, as per the specified requirement, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.3 (b). For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid-up equity share capital and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For entities other than companies, the Net Worth shall mean assets net of liabilities and calculated as per applicable accounting standards.

The Bidder shall upload online scanned copies of the certificates as specified above along with the Bid while the original physical document shall be submitted **within the Bid Due Date**, failing which the Bidder shall be summarily rejected.

2.2.4. Where the Bidder is a single entity, it may form an appropriate Special Purpose Vehicle, incorporated under the Companies Act, 2013 (the "**SPV**"), to execute the Agreement and implement the Project. In case the Bidder is a Consortium, it may

² In case the Bidder does not have a Statutory Auditor (e.g., when the Bidder is an individual entity), then the same shall have to be certified by a CAG-empaneled Chartered Accountant

³ In case the Bidder does not have a Statutory Auditor (e.g., when the Bidder is an individual entity), then the same shall have to be certified by a CAG-empaneled Chartered Accountant.

incorporate an SPV registered under the Companies Act, 2013 and comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 2 (two);
- (b) Subject to the above provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 51% (Fifty - one per cent) of the paid up and subscribed equity capital of the SPV/JV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III and Appendix-IV, signed by all the other members of the Consortium;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and other obligations;
- (e) an individual Bidder cannot at the same time be a member of a Consortium. Further, a member of a particular Consortium cannot be member of any other Consortium;
- (f) the members of a Consortium may form an appropriate SPV to execute the Agreement and implement the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "**Joint Bidding Agreement**"), for the purpose of submitting this Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) in case of SPV, convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the License Agreement and subsequently perform all the obligations of the Licensee in terms of the License Agreement, in case the License to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member;
 - (iv) members of the Consortium undertake that Lead member should hold at least 51% (fifty-one per cent) and consortium member should hold at least 24% of the subscribed and paid up equity capital of the SPV/JV at all times until the agreement period; and

- (v) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Licensee in relation to the Project until Project Completion is achieved in accordance with the License Agreement;
 - (h) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of CGHIDB.
- 2.2.5. The Bidder should submit a Power of Attorney as per the format at Appendix-III. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-IV.
- 2.2.6. Any entity which has been barred by the Central / State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid, either individually or as member of a Consortium. Further, entities that have been declared bankrupt, insolvent or has pending against it, any litigation or proceedings, before any court or authority, in relation to liquidation, dissolution or winding-up, would not be eligible to submit the Bid, either individually or as member of a Consortium.
- 2.2.7. A Bidder, including any Consortium Member or Associate, should, in the last 3 (three) years, has neither failed to perform any contract, as evidenced by judicial pronouncement or arbitral award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity or have had any contract terminated by any public entity for breach of contract by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.7 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to CGHIDB for seeking a waiver from the disqualification hereunder and CGHIDB may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.
- 2.2.8. In computing the Technical Capacity and Financial Capacity under Clauses 2.2.2 and 2.2.3 of the Bidder/ Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For the purpose of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (**the “Associate”**). As used in this definition, the

expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to the person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.9. The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendix and Annexures is insufficient; Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2.10. Bidding is open to all. However, restrictions under Rule 144 (xi) of General Financial Rules, 2017, pursuant through circular no. F.No.6/18/2019-PPD of Ministry of Finance, Department of Expenditure, dated 23rd July 2020, as amended from time to time, shall apply. Further,

- (a) Where, on the date of the Bid, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of CGHIDB from national security and public interest perspective. The decision of CGHIDB in this behalf shall be final and conclusive, and binding on the Bidder. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, CGHIDB shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any

substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform CGHIDB of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- 2.2.11. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 07 (seven) years for Technical Capacity or 1 (one) year and three (03) years for Financial Capacity, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.2.12. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of CGHIDB in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the License Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the License Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the License Agreement and without prejudice to any other right or remedy of CGHIDB, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which CGHIDB may have thereunder or otherwise, the LOA or the License Agreement, as the case may be, shall be liable to be terminated without CGHIDB being liable in any manner whatsoever to the Selected Bidder or Licensee for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated at least 180 (One eighty days) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.
- 2.2.13. This RFP is not transferable.
- 2.2.14. Any award of the Project pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.3. Deleted

2.3.1. Deleted

2.3.2. Deleted

2.4. Number of Bids and costs thereof

- 2.4.1. No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.4.2. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. CGHIDB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site visit and verification of information

- 2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project Sites and ascertaining for themselves the site conditions, location, surroundings, feasibility, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6. Acknowledgement by Bidder

- 2.6.1. It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Bidding Documents;
 - (b) received all relevant information requested from CGHIDB;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of CGHIDB relating to any of the matters referred to in Clause 2.5 above;
 - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from CGHIDB, or a ground for termination of the License Agreement by the Licensee;
 - (f) acknowledged that it does not have a Conflict of Interest;
 - (g) agreed to be bound by the undertakings provided by it under and in terms hereof;
 - (h) acknowledged that bidder has made the site visit and acquainted itself with the information regarding the site.
- 2.6.2. CGHIDB shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to

RFP, the Bidding Documents or the Bidding Process, including any error, inaccuracy or mistake therein or in any information or data given by CGHIDB.

2.7. Right to accept or reject any or all Bids

2.7.1. CGHIDB reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by CGHIDB, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by CGHIDB shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of CGHIDB thereunder.

2.7.2. CGHIDB reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation by the Bidder is discovered or
- (b) the Bidder does not provide, within the time specified by CGHIDB, the supplemental information sought by CGHIDB for evaluation of the Bid,

Such misrepresentation / improper response shall lead to disqualification of Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected.

2.7.3. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then CGHIDB reserves the right to conduct further process in accordance to the clause 1.2.7.

2.7.4. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into the License Agreement, and if the Selected Bidder has already been issued the LOA or entering into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by CGHIDB to the Bidder or the Licensee, as the case may be, without CGHIDB being liable in any manner whatsoever to the Selected Bidder or the Licensee, as the case may be. In such an event, CGHIDB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to CGHIDB under the Bidding Documents and/or the License Agreement, or otherwise.

2.7.5. CGHIDB reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by CGHIDB, make available all such information, evidence and documents as may be necessary for such verification. Any such

verification or lack of such verification by CGHIDB shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of CGHIDB thereunder.

- 2.7.6. CGHIDB may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.8. Contents of the RFP

- 2.8.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.10

Invitation for Bids

- Section 1. Introduction
- Section 2. Instruction to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Bid, including Annexures.
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium
- V. Joint Bidding Agreement for Consortium
- VI. Financial Quote
- VII. Guidelines for the Department of Investment and Public Asset Management
- VIII. Instruction for Online Bid Submission

2.9. Clarifications

- 2.9.1. Bidders requiring any clarification on the RFP may notify CGHIDB in writing or / and e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. CGHIDB shall endeavor to respond to the queries at the earliest prior to the Bid Due Date. CGHIDB will provide respond to the queries without identifying the source of such queries.
- 2.9.2. CGHIDB shall endeavor to respond to the questions raised or clarifications sought online by the Bidders. However, CGHIDB reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring CGHIDB to respond to any question or to provide any clarification.

- 2.9.3. CGHIDB may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders by publishing it on the e-Procurement Portal <https://eproc.cgstate.gov.in>. All clarifications and interpretations issued by CGHIDB shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on CGHIDB.

2.10. Amendment of RFP

- 2.10.1. At any time prior to the Bid Due Date, CGHIDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2. Any Addendum thus issued hereunder shall be hosted on the website of <https://eproc.cgstate.gov.in>
- 2.10.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, CGHIDB may, in its sole discretion, extend the Bid Due Date⁴.

C. PREPARATION AND SUBMISSION OF BIDS

2.11. Language

- 2.11.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12. Format and Signing of Bid

- 2.12.1. The Bidder shall provide all the information sought under this RFP. CGHIDB will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.12.2. The Bid shall be typed and signed in indelible blue ink by the Authorized Signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers.

2.13. Submission of Bids

- 2.13.1. The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the e-procurement portal <https://eproc.cgstate.gov.in> duly signed in digital form by the authorised signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Financial Bids in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Bid should be scanned in at least 100 dpi with black and white option.
- 2.13.2. The RFP documents to be downloaded from Official Website and submit accordingly as instructed. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by CGHIDB and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by CGHIDB, the latter shall prevail.
- 2.13.3. The documents comprising the Bid referred to in Clause 2.13.1 shall include:
- (i) Technical Bid in the prescribed format (Appendix-I) along with Annexures and supporting documents;
 - (ii) Bid Security in the format at Appendix-II;
 - (iii) Power of Attorney for signing of the Bid as per the format at Appendix-III;

- (iv) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;
- (v) Joint Bidding Agreement in case of a Consortium, substantially in the format at Appendix-V;
- (vi) Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed or any other similar documents for other bidders;
- (vii) Bidder’s duly audited balance sheet and profit and loss account for the preceding five years;
- (viii) License Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (iii) hereinabove;
- (ix) Payment related details regarding Bid Processing Fee (scanned copy of the RTGS/NEFT/Other Electronic transaction confirmation receipt);
- (x) Payment related details Bid Security (scanned copy of the RTGS/NEFT/Other Electronic transaction confirmation receipt) as required under Clause 2.21;
- (xi) If applicable, Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the “Bidder from a country which shares a land border with India”)
- (xii) Financial Bid in the prescribed format (Appendix-VI), to be submitted online only;

2.13.4. The Technical Bid along with following documents shall be separately submitted in original to the address specified in the Clause 2.13.5 in a sealed envelope on or before 5:30 pm of the 24/07/2026 from the Bid Due Date, failing which the Bid shall be rejected:

- (a) Power of attorney as required under Clause 2.13.3 (iii) and Clause 2.13.3 (iv);
- (b) Joint Biding Agreement as required under Clause 2.13.3 (v);
- (c) Payment related details of Bid Processing Fee as required under clause 2.13.3 (ix); and
- (d) Payment related details of Payment towards the Bid Security as required under Clause 2.21.

2.13.5. The envelope shall clearly bear the following identification: **“Bid for Selection of Developer for Redevelopment Project on land parcel of 6.49 acres at Katghora, Korba on license basis”**. If the envelope is not sealed and marked as instructed above,

CGHIDB assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. The envelope under Clause 2.13.4 shall be addressed to

| | |
|--------------|--|
| ATTN. OF: | Executive Engineer CGHIDB, Division-Korba, Chhattisgarh |
| ADDRESS: | CGHIDB, CGHB Colony, Rampur, Korba, Chhattisgarh, PIN 495674 |
| Phone number | 9907285405 |
| Email id | eecghbdivkorba@gmail.com |

- 2.13.6. Bids submitted by special messenger, fax, telex, telegram, e-mail, or in any way other than on the specified e-platform for bidding, shall not be entertained and shall be rejected.

2.14. Bid Due Date

- 2.14.1. The Bid specified in Clause 2.13.1 should be submitted before 05.30 pm IST on the Bid Due Date, on the e-procurement portal as per the format and in the manner and form as detailed in this RFP.
- 2.14.2. For the purpose of submission of the Bid on the e-procurement portal <https://eproc.cgstate.gov.in>, registration of the Bidder with e-procurement portal <https://eproc.cgstate.gov.in> is mandatory. For any assistance regarding e-procurement, the Bidder may go to the helpdesk on the e-procurement portal <https://eproc.cgstate.gov.in>. A Bidder who is already registered need not register again.
- 2.14.3. CGHIDB may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.
- 2.14.4. E-procurement portal <https://eproc.cgstate.gov.in> shall not allow submission of any Bid after the Bid Due Date. Physical receipt of document listed at Clause 2.13.4 of the RFP after the time specified therein shall not be considered and the Bid shall be summarily rejected.

2.15. Contents of the Bid

- 2.15.1. The Technical Bid shall be furnished in the format at Appendix–I along with all the information and documents (complete in all respects) as requested in this RFP.
- 2.15.2. The Financial Bid shall be furnished in the format at Appendix–VI and shall consist of Premium (including the offset price) to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Premium to undertake the Project in accordance with this RFP and the provisions of the License Agreement.

2.15.3. The opening of the Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15.4. The proposed License Agreement shall be deemed to be part of the Bid.

2.16. Modifications/ Substitution/ Withdrawal of Bids

2.16.1. The Bidder may modify, substitute or withdraw its e-Bid after submission, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

2.16.2. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought by CGHIDB, may be disregarded.

2.17. Rejection of Bids

2.17.1. Notwithstanding anything contained in this RFP, CGHIDB reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that CGHIDB rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.17.2. CGHIDB reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.18. Validity of Bids

2.18.1. The Bid shall remain valid for a period of 180 (one hundred eighty) days from the Bid Due Date extendable by another 60 (sixty) days at the sole discretion of CGHIDB.

2.18.2. In exceptional circumstances without prejudice to Clause 6.2, prior to the expiry of the Bid Validity Period of 240 (Two Hundred and Forty) days, CGHIDB may request the Bidders to extend the period of validity for a specified additional period.

2.18.3. A Bidder may refuse such request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Bid but would be required to extend the validity of its Bid Security for the period of extension.

2.18.4. The Selected Bidder shall, where required, extend the Bid Validity Period until the date of execution of the Agreement.

2.19. Confidentiality

2.19.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CGHIDB in relation to or matters arising out of or concerning the Bidding Process. CGHIDB will treat all information, submitted as part of the Bid, in confidence and will require all those who

have access to such material to treat the same in confidence. CGHIDB may not divulge any such information unless as required under the e-Bidding process or if it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/ or CGHIDB or as may be required by law or in connection with any legal process.

2.20. Correspondence with the Bidder

- 2.20.1. Save and except as provided in this RFP, CGHIDB shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. Bid Security

2.21. Bid Security

- 2.21.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6.
- 2.21.2. CGHIDB shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.21.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by CGHIDB as non-responsive.
- 2.21.4. Save and except as provided in Clauses 1.2.4, the Bid Security of unsuccessful Bidders will be returned by CGHIDB, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by CGHIDB or within 30 days of issue of LOA to the Selected, whichever is later. The bid security of H1 will be adjusted against the Performance Guarantee for signing of License Agreement with Selected Bidder. Bid Security refund shall be in the form of online transfer or an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific request in writing to CGHIDB give the name and address of the person in whose favour the said demand draft shall be drawn by CGHIDB for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.21.5. The Selected Bidder's Bid Security will be returned, without any interest, upon the Selected Bidder signing the License Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.21.6. CGHIDB shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.21.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that CGHIDB will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

- 2.21.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to CGHIDB under the Bidding Documents and/or under the License Agreement, or otherwise in law, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid;
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of the RFP;
 - (c) If a Bidder withdraws its Bid during the Bid Validity Period as specified in Clause 2.18 of this RFP and as extended by mutual consent of the respective Bidder(s) and CGHIDB;
 - (d) if the Selected Bidder fails, within the specified time limit-
 - i. to sign and return the duplicate copy of LOA;
 - ii. to sign the License Agreement; or
 - iii. to furnish the Performance Security within the period prescribed format as per Appendix IX herein.
 - (e) In case the Selected Bidder, having signed the License Agreement, commits any breach thereof prior to furnishing the Performance Security.
 - (f) If the Bidder(s) is disqualified as a result of conflict of interest under Clause 2.2 of this RFP;

3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Bids

- 3.1.1. CGHIDB shall open the Technical Bids online at 11:00 am IST on the Bid Due Date.
- 3.1.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16.1 shall not be opened.
- 3.1.3. CGHIDB will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.4. Bidders are advised that selection of Bidders will be entirely at the discretion of CGHIDB. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.1.5. Any information contained in the Bid shall not in any way be construed as binding on CGHIDB, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.1.6. CGHIDB reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any.

3.2. Clarifications

- 3.2.1. To facilitate evaluation of Bids, CGHIDB may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by CGHIDB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.2.2. If a Bidder does not provide clarifications sought under Clause 3.2.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, CGHIDB may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of CGHIDB.

3.3. Tests of responsiveness

- 3.3.1. Prior to evaluation of Bids, CGHIDB shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive if:
 - (a) it is received as per the prescribed format;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.3;
 - (c) it is signed and marked as stipulated in Clauses 2.12 and 2.13;
 - (d) it is accompanied by the Bid Security as specified in Clause 2.1.5;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.7 and 2.1.8, in the case of a Consortium, in physical and scanned forms as stipulated in this RFP;

- (f) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.4 (c);
- (g) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (h) it contains information in formats same as those specified in this RFP;
- (i) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP;
- (j) physical submission is signed and sealed and marked as stipulated in Clauses 2.11 and 2.13;
- (k) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.4 (g);
- (l) it is accompanied by the Bid Processing Fee as specified in 1.2.1 submitted in the form as stipulated in this RFP;
- (m) the original documents as stipulated under Clause 2.13.4 have been submitted by the Bidder;
- (n) it does not contain any condition or qualification;
- (o) it is not non-responsive in terms hereof.

3.3.2. CGHIDB reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by CGHIDB in respect of such Bid. Provided, however, that CGHIDB may, in its absolute discretion, allow the Bidder to rectify any infirmities or omissions in form of clarification only against the information submitted, if the same do not constitute a modification of the Bid save to the extent of the aforesaid clarification.

3.4. Evaluation parameters

- 3.4.1. Subject to the provisions of Clause 2.7.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.3.1, would be evaluated to assess their Financial Capacity and Technical Capacity. Subject to their Bids being responsive as per Clause 3.3, Bidders qualifying on the criterion of Financial Capacity and Technical Capacity shall be the technically qualified bidders (the “**Technically Qualified Bidders**”). The Technical Bids of Bidders who do not meet these criteria shall be rejected.

3.5. Evaluation of Technical Capacity

- 3.5.1. The Bidder should furnish the details of Technical Capacity for the last 05 (five) financial years immediately preceding the Bid Due Date.
- 3.5.2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure-II of Appendix-I. The Bidder should furnish the required information and documents in support of its claim of Technical Capacity, as per format at Annexure-III of Appendix-I.
- 3.5.3. Experience for any project / asset under Clause 2.2 shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.6. Evaluation of Financial Capacity

- 3.6.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder (and of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.
- 3.6.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.6.3. The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 (B) and provide details as per the format at Annexure IV of Appendix-I.
- 3.6.4. In case of a Consortium, the combined Net Worth (sum of Net Worth) of only those members, who have and shall continue in terms of Clause 2.2.4 (g)(iv) to have at least 24% (twenty six percent) stake each in the SPV/JV, shall be considered.

3.7. Opening Evaluation of Financial Bids

- 3.7.1. CGHIDB shall inform the venue and time of online opening of the Financial Bids to the Technically Qualified Bidders through e-procurement portal <https://eproc.cgstate.gov.in>. CGHIDB shall online open the Financial Bids on date and time to be informed in this Clause in the presence of the authorised representatives of the Bidders who may choose to attend.

3.8. Selection of Bidder

- 3.8.1. The Financial Bid will be opened only for the Technically Qualified Bidders. Post opening of the Financial Bid.
- 3.8.2. Bidder who quotes the Highest Financial Quote, shall be declared as the Selected Bidder (the “**Selected Bidder**”).
- 3.8.3. CGHIDB reserves the right to award based on the highest Financial Quote quoted by the Technically Qualified Bidders.
- 3.8.4. In the event that two or more Bidders quote the same amount of Premium (the “**Tie Bidders**”), CGHIDB shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.8.5. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), CGHIDB may invite all the remaining Technically Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Financial Quote of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of Bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of Bidding, then the Bidder whose Financial Quote was higher as compared to the other Bidder(s) in the first round of Bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of Bidding offer to match the said Highest Bidder in the second round of Bidding, the said third highest Qualified Bidder shall be the Selected Bidder.
- 3.8.6. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.8.5, CGHIDB may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding, to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of Bidding only such Bids shall be eligible for consideration which are higher than the Bid of second highest Bidder in the first round of Bidding.
- 3.8.7. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by CGHIDB to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, CGHIDB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and next eligible Bidder may be considered.

- 3.8.8. After acknowledgement of the LOA as aforesaid by the Selected Bidder, CGHIDB shall notify the Licensee to execute the License Agreement within a period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

3.9. Contacts during Bid Evaluation

- 3.9.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time CGHIDB makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, CGHIDB and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, CGHIDB may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, CGHIDB shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to CGHIDB under the Bidding Documents and/ or the License Agreement, or otherwise.
- 4.2 Without prejudice to the rights of CGHIDB under Clause 4.1 hereinabove and the rights and remedies which CGHIDB may have under the LOA or the License Agreement, or otherwise, if a Bidder or Licensee, as the case may be, is found by CGHIDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any Bid or RFP issued by CGHIDB during period of 2 (two) years from the date such Bidder or Licensee, as the case may be, is found by CGHIDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of CGHIDB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of CGHIDB, shall be deemed to constitute an act influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any

matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of CGHIDB in relation to any matter concerning the Project;

- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by CGHIDB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. A maximum of four representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of CGHIDB. CGHIDB shall endeavour to provide clarifications and such further information as it may be, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.3 Pre-Bid Queries Format

Pre-Bid Queries are to be sent to the email ID “eecghbdivkorba@gmail.com” on or before the date of pre-bid meeting with the subject of email as mentioned below –

“Subject – Pre-Bid Queries for Tender ID – (Please enter the online tender ID)”.

The email should contain signed copy of the pre-bid queries along with a word file in the format as below -

| S. No. | Volume and Page Number | Clause as per RFP | Query / Suggestion |
|--------|------------------------|-------------------|--------------------|
| 1. | | | |

MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Raipur, Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- 6.2 CGHIDB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and / or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and / or evidence submitted to CGHIDB by, on behalf of, and / or in relation to any Bidder; and / or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases CGHIDB, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) License Agreement including its amendments;
 - (b) the RFP as modified, altered, amended and clarified from time to time by CGHIDB.
- i.e. the License Agreement at (a) above shall prevail over the RFP at (b) above.

Appendices

APPENDIX-I

Letter Comprising the Bid for Qualification

(Refer Clause 2.13.3)

To,

The Executive Engineer
Chhattisgarh Housing Board Colony, Rampur,
District Korba, Chhattisgarh
Pin Code: 495674

Sub: Selection of Developer for “Redevelopment Project on land parcel(s) of total area 6.49 acres at Katghora, Korba on license basis”.

Dear Sir,

1. With reference to your RFP document no _____ dated _____, I/we, having examined the Bidding Documents and understood its contents, hereby submit my/our Bid for the Project (the “**Project**”). The Bid is unconditional and unqualified.
2. I/ We acknowledge that CGHIDB will be relying on the information provided in the documents accompanying such Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted or suppressed which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for development (design, refurbishment, upgradation,), finance, operation & maintenance of the aforesaid Project.
4. I/ We shall make available to CGHIDB any additional information it may find necessary or required to supplement or authenticate the Bid.
5. I/ We acknowledge the right of CGHIDB to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we / any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum/corrigendum issued/ to be issued by CGHIDB;
 - b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any Bid or request for proposal issued by any public sector enterprise or any government or concerning any agreement entered into with CGHIDB or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.2 of the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, I/ We certify that we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ key employees⁵.
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Investment and Public Asset Management OM No. 3/9/2016-DD-II-Bdated 28th September, 2017 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-VII thereof. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Investment and Public Asset Management in their No. 3/9/2016-DD-II-Bdated 28th September, 2017.
15. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Bid.
16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred above or any other provisions of this RFP, we shall intimate CGHIDB of the same immediately.
17. I/ We acknowledge and agree that members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 51% (Fifty – one per cent) of the paid up and subscribed equity capital of the SPV/JV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III and Appendix-IV, signed by all the other members of the Consortium;
18. I/ We acknowledge and agree that in the event of a change in control of a Member whose Technical Capacity and Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform CGHIDB forthwith along with all relevant particulars and CGHIDB may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be as per the License Agreement.
19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage in law or howsoever otherwise arising to challenge or question any decision taken by

⁵ In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. “Except as specified in Schedule hereto”. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. CGHIDB will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

- CGHIDB in connection with the selection of Bidders, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 21. I/ We have studied all the Bidding Documents carefully including details of Compensatory Land Parcel and details of Government Facilities (if any) and also visited the CLP Sites. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by CGHIDB or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
 22. The Statement of Legal Capacity as per format provided at Annexure V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application {and the power of attorney for Lead Member of consortium}, as per format provided at Appendix-III {and Appendix-IV respectively} of the RFP, are also enclosed.
 23. I/ We understand that the selected Bidder shall either be an existing company or incorporate a Special Purpose Vehicle under the Companies Act, 2013, prior to execution of the License Agreement.
 24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
 25. I/ We certify that in terms of the RFP, we meet the Technical Capacity in Clause 2.2.2 (B) of the RFP document
 26. I / We herewith submit a Bid Security of Rs. _____(Rupees _____only) to CGHIDB in accordance with the RFP Document through online payment with UTR No. _____ Date _____ Bank Detail _____.
(Attach the transaction details)
 27. The Technical Bid and accompanying document, required to be submitted in original as specified in Clause 2.13.4 of the RFP, have been submitted in a separate envelope and marked as "Bid for Project" and the documents specified in Clause 2.13.3 have been uploaded/ are being uploaded on the Official Website.
 28. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

29. The Financial Quote has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, License Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
30. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement till the Appointed Date in accordance with the License Agreement.}⁶
31. I/we confirm that the bid shall remain valid for a period of 180 (one hundred and eighty) days from the Bid Due Date extendable by another 60 (sixty) days at the sole discretion of CGHIDB.
32. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the License Agreement.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document. The list of documents being submitted along with the Bid is listed below.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place:

(Name and seal of the Bidder/ Lead Member)

⁶ This Paragraph shall be omitted if the Bidder is not a Consortium.

Appendix I

Annexure- I

Annexure- I

Particulars of the Bidder

1. Details of the Bidder/ member of Consortium
 - a. Name:
 - b. Country of incorporation:
 - c. Type of entity: Individual / Sole Proprietorship / Company / Partnership Firm / Limited Liability partnership
 - d. Registered address:
 - e. Address of the corporate headquarters and its branch office(s), if any, in India:
 - f. Date of incorporation and commencement of business:
 - g. Incorporation / Registration Number⁷ :
 - h. Copy of GST registration certificate
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact for any communication by CGHIDB:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number/Mobile No:
 - f. E-Mail Address:
 - g. Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number/Mobile No:
 - f. Fax Number:

5. In case of a Consortium:

⁷ Where not applicable, PAN Number to be provided

- (a) The information above (1-3) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.4(g) should be attached to the Bid.
- (c) Information regarding the role of each Member should be provided as per table below:

| Sl No: | Name of Member | Role* | Percentage of Equity in the Consortium \$\$ |
|--------|----------------|-------|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

**The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.4 (d) and Annexure-II.*

\$\$ The percentage of equity should be in accordance with Clause 2.2.4 (a), (f) and (g).

6. The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium: _____

| S. No. | Criteria | YES | NO |
|--------|---|-----|----|
| 1 | Has the Bidder/ constituent of the Consortium been blacklisted / barred by the Central/ State Government, or any Public Sector Undertaking / Corporation, from participating in any project? | | |
| 2 | If the answer to 1 is yes, does the bar subsist as on the date of Bid? | | |
| 3 | Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years? | | |

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-

compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Signature of Authorised
Signatory
Stamp of Bidder/ Lead Member

Appendix I

Annexure- II

Technical Capacity of the Bidder

(Instruction: Refer to Clauses 2.2.2(B), 2.2.3 and 3.5 of the RFP)

| Bidder Type | S.no | Name and brief details of Eligible Project (as per RFP Clause) | Type of Experience (Developed / Developed & Constructed / Constructed) | Eligibility as per project cost (INR) or Built-up area (in sqft) | Project Cost (₹ Cr.) | Built-up Area (sq. m.) | Supporting documents / certificates attached |
|---------------------------------------|------|--|--|--|----------------------|------------------------|--|
| Single Entity | 1 | | | | | | |
| | 2 | | | | | | |
| Lead Member in case of JV/ Consortium | 1 | | | | | | |
| | 2 | | | | | | |

Notes:

- Provide details of only those projects which qualify for the Technical Capacity and have been undertaken by the Bidder under its own name
- A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored.
- Bidder Shall insert the rows for additional projects.
- All project details should be supported with relevant documents and certificates.

Appendix I
Annexure- III

Details of Eligible Projects

(Instruction: Refer to Clauses 2.2.2 (B), 2.2.3 and 3.5 of the RFP)

Project code:

Member Code:

| Item (1) | Particulars of the Project (3) |
|--|-----------------------------------|
| Title & nature of the project | |
| Location | |
| Project cost (Rs. In Crore) | |
| Build Up Area | |
| Date of commencement of project / contract | |
| Date of completion/ commissioning | |
| Type of Project (Sector Category) | |
| Developed under a separate legal entity (Yes/ No) (only applicable in case of “Developed” or “Developed & constructed” projects) if yes provide details of name of the separate legal entity or Name of Bidder | |
| Equity shareholding (with period during which equity was held) (only applicable in case of “Developed” projects) | |
| If not Developed under a separate legal entity (only applicable in case of “Developed” projects), Amount paid for development of Project (Rs in Crore) | |
| Entity for which the project was constructed (only applicable in case of “Constructed” projects) | |
| Equity shareholding (with period during which equity was held) (only applicable in case of “constructed” projects) | |

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2(B) of the RFP, as the case may be. Information provided in this Clause is intended to serve as a backup for information provided Annexure-II of this Appendix-I. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be 1,2,3 etc. In case the Bidder is a Consortium then for Lead Member, the Project Codes would be 1,2,3 etc.,
3. Details of each of the Eligible Projects in terms of name of the project, location of the project (within or outside India), Cost of Project Development, Build Up Area, experience being claimed under which category (Developed / Developed & Constructed/Constructed) etc.
4. The claim for Build Up Area (BUA) shall be accompanied by a certificate either “certified by the Architect Registered with Council of Architecture (CoA) duly enclosing the building plan (clearly indicating the plinth area and built-up areas) approved by any local competent authority” or “issued by a Certified Engineer”, who shall be authorized for such certification by any government authority. The certificate shall include all the facilities in the project for which experience is being claimed.
5. Provide the estimated capital cost of the Eligible Project.
6. The date of commissioning of the project, date of completion of construction should be clearly indicated.
7. In case the Eligible Project is developed under a separate legal entity, the name and other details should be provided (As per Clause 2.2.2(B)(ii)(a)). In case the Eligible Project is developed under the Bidder, write the name of the Bidder.
8. If the Eligible Project is not Developed under a separate legal entity (only applicable in case of “Developed” or “Developed & Constructed” projects), the Bidder is required to mention amount paid for development of Project (Rs in Crore) as per Clause as defined in Clause 2.2.2 (B) (ii) (b).
9. If the Eligible Project is claimed under “Constructed”, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. license / client etc.) may be provided.
10. If the Eligible Project is claimed under “Constructed”, a confirmation regarding following as a) shall be provided (a) The Bidder’s scope is as per the Clause 2.2.2(B)(iii) of RFP
11. For each Eligible Project, a Certificate from the Bidder’s statutory auditor or its respective clients must be furnished as per format provided in Annexure IV of Appendix I hereinabove. In case the Bidder does not have a Statutory Auditor, then certified by a CAG-empaneled Chartered Accountant.

The Certificate from the Statutory Auditor or CAG-empaneled Chartered Accountant as the case may be, shall also provide for the below information.

- 1. Signature, name and designation of the authorised signatory of the firm*
- 2. Name of the audit firm:*
- 3. Seal of the audit firm:*
- 4. Date of issuance of Certificate:]*

In case the Certificate is issued by the client, then it should provide for the below information.

- [1. Signature, name and designation of the authorised signatory of Client organization*
- 2. Name of the Client organization:*
- 3. Seal of the Client organization:*
- 4. Date of issuance of Certificate:]*

Appendix I

Annexure- IV

Financial Capacity of the Bidder

(Instruction: Refer to Clauses 2.2.2 (A), 2.2.3 and 3.6 of the RFP)

(In Rs. crore)

| Bidder Type ^{\$\$} | Member Code [£] | Net Worth ^{££} | Average Annual Turnover |
|--------------------------------------|--------------------------|-------------------------|-------------------------|
| (1) | (2) | Year 1 (3) | (INR) |
| Single Entity | | | |
| Consortium Member 1 (Lead Member) | | | |
| Consortium Member 2 | | | |
| TOTAL [^] | | | |

Name & address of Bidder's Bankers:

^{\$\$} A Bidder consisting of a single entity should fill in details as per the row titled Single entity / Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity / Bidder may be ignored.

[£] Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.

^{££} The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.8 separately.

[^] Total shall be applicable in case of consortium only.

Instructions:

- The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- For Companies Net Worth shall mean (Subscribed and Paid-up Equity Capital + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders). For entities other than companies, AIFs and Foreign Investment Fund, the Net Worth shall mean assets net of liabilities and calculated as per applicable accounting standards.

3. Year 1 will be the latest completed financial year, preceding the Bid Due Date. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.
4. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.4 (g) of the RFP document.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.3 of the RFP document.
6. Audited Average Annual Turnover of the bidder during last three (03) financial years (FY 2025-24, 2024-23 & 2023-22).
7. In support of Average Annual Turnover the bidder shall provide it statutory auditor certificate. If Bidder does not have a Statutory Auditor, then certified by a CAG-empaneled shall Chartered Accountant

Certificate from the Statutory Auditor regarding Associate^s

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (*name of the Bidder/ Consortium Member/ Associate*) is held, directly or indirectly[£], by (*name of Associate/ Bidder/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.8 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of Date:
the authorised signatory).

^{^^} In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law or by contract or otherwise, this certificate may be suitably modified and copies of the relevant law/documents may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

Note: It may be noted that in the absence of any detail in the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant capacity in computation of Net Worth.

Appendix I

Annexure- V

Annexure- V

Statement of Legal Capacity

(Instruction : To be forwarded on the letterhead of the Bidder / Each Member of Consortium)

Date: _____

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the eligibility criteria and agree to abide by the terms and conditions laid out in the RFP document.

We have agreed that _____ (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that _____ (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of _____

**Please strike out whichever is not applicable*

Appendix I
Annexure- VI

Affidavit

(On Rs 100 Non-judicial stamp paper, duly notarized)

I,.....S/o.....Aged
.....years.....(Address...
.....
.....)

(For and on behalf of
.....), do here by and
herewith solemnly affirm / state on oath that: -

1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief

2. I/We have not suppressed or omitted any required/relevant information.

3. I/We hereby authorize the CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD, Nava Raipur Atal Nagar Officials to get all the submitted documents verified from appropriate source(s).

(.....)

Authorized signatory / for and on behalf of

.....

(Affix seal)

Verification

I.....S/o..... do here by affirm that the contents
stated in Para 1 to 3 above are true to the best of my knowledge and believe and are based on my /
our record.

Verified that this..... Date of2026 at (Place).....

Seal of attestation by a public Notary with date

(.....)

Authorized signatory / for and on behalf of

.....

(Affix seal)

APPENDIX-II

(To be provided for the Project)

Online payment for Bid Security

(Refer Clauses 2.1.5, 2.1.6 and 2.21)

APPENDIX-III

Power of Attorney for signing of Bid⁸

(Refer Clause 2.1.7)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (Name), son/daughter/wife of and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney(hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participating in bidders' and other conferences and providing information / responses to CGHIDB, representing us in all matters before CGHIDB, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our bid, and generally dealing with CGHIDB in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the License Agreement with CGHIDB.

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

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

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

⁸ To be submitted in original.

Notes:

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

APPENDIX-IV

Power of Attorney for Lead Member of Consortium⁹

(Refer Clause 2.1.8)

Whereas the ***** (the “Authority”) has invited bids from qualified parties for the ***** Project (the “Project”).

Whereas,,and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers

⁹ To be submitted in original.

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

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

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

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

Witnesses:

Notarised

1.

2.

Notes:

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

APPENDIX-V

Joint Bidding Agreement

(Refer Clause 2.2.4(g))

(To be executed on stamp paper of the appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ____ day of ____ 20__

AMONGST

1. _____ Limited, a company incorporated under the Companies Act, 1956/ 2013¹⁰ and having its registered office at _____ (hereinafter referred to as the "Party of the **First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. _____, a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at _____ (hereinafter referred to as the "Party of the **Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

The above mentioned parties of the FIRST AND SECOND, PART are collectively referred to as the "**Parties**" and severally referred to as a "**Party**"

WHEREAS,

- A) CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD (hereinafter referred to as the "CGHIDB" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal No. _____ dated _____ (the "RFP") for qualification and short-listing of bidders for construction of Government Facilities and design, development and finance of the Redevelopment Project on the CLP while fulfilling the Minimum Development Obligations and Special Conditions in accordance to the Schedule C- Annexure 3 of RFP Volume – 2 License Agreement.

¹⁰ A Bidder who is registered abroad may substitute the words, viz "a company registered under the Companies Act, 1956/2013" by the words, viz "a company duly organised and validly existing under the laws of the jurisdiction of its incorporation". A similar modification may be made in Recital 2, as necessary.

- B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the Project, and
- C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it may incorporate a Special Purpose Vehicle (the "SPV") under the Indian Companies Act, 2013, for entering into an Agreement with CGHIDB and for performing all its obligations as the Licensee in terms of the said Agreement for the Project.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date shall become effective;
- (b) Party of the Second Part shall be of the Consortium;

5. Joint and Several Liability

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the License Agreement, in accordance with the License Agreement.
- 5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium

shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and CGHIDB shall be entitled to rely upon any such action, decision or communication of the Lead Member.

6. Shareholding in the SPV / JV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV / JV shall be as follows:

First Party:

Second Party:

6.2 The members of the Consortium undertake that Lead member should hold at least 51% (fifty one per cent) and consortium member should hold at least 24% of the subscribed and paid up equity capital of the SPV / JV at all times until the agreement period; and

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times till Completion of the Project, hold subscribed and paid up equity share capital, as specified hereinabove.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the License Agreement.

7. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, License, grant, license or other government authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the License Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, this Agreement will stand terminated upon return of the Bid Security by CGHIDB to the Bidder.

9. Miscellaneous

- (a) This Joint Bidding Agreement shall be governed by laws of India.
- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of CGHIDB.

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

Signed, Sealed and Delivered

For and Behalf of Lead Member

(Signature)

(Name)

(Designation)

(Address)

Signed, Sealed and Delivered

For and Behalf of Second Part

(Signature)

(Name)

(Designation)

(Address)

Signed, Sealed and Delivered

For and Behalf of Third Part

(Signature)

(Name)

(Designation)

(Address)

Notes:

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

APPENDIX–VI

Financial Quote

(Sample)

NOT TO BE SUBMITTED WITH THE TECHNICAL BID

ONLY TO BE SUBMITTED ONLINE

FINANCIAL QUOTE (The Financial Proposal template must not be modified/replaced by the bidder and same should be uploaded after filling in the relevant columns; else the Bidder is liable to be rejected for this tender.) The financial quote template is provided along with this bid document at <https://eproc.cgstate.gov.in>

Having gone through this RFP document and having fully understood the scope of work for the Project as set out in this RFP document, we are pleased to quote following offset price online in our financial proposal.

| Offset Price | Premium amount to be quoted by the Applicant (In numbers) | Premium Amount to be quoted by the Applicant* (in words) |
|---------------|--|---|
| INR 22.74 Cr. | | |

Note:

1. The Premium to be quoted by Bidder under financial Proposal shall include Offset Price.
2. The rates will be inclusive of all taxes (except GST).
3. Premium amount shall be in accordance with the clause 1.1.5 hereinabove.
4. In case of any discrepancy/difference in the rate indicated in figures and words the rate in words will prevail and will be considered.
5. CGHIDB reserves the right to claim from the bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the bidder.
6. CGHIDB reserves the right to forth with cancel any supplies under this quote if the bidder is blacklisted by the GST authorities
7. **The format given herein is for the understanding of the Bidder only. The financial Proposal to be submitted online. If CGHIDB finds any financial quote in Technical Proposal, such bids shall be summarily rejected.**

APPENDIX–VII

Guidelines of the Department of Investment & Public Asset Management

No. 3/9/2016-DD-II-B

Government of India

Department of Investment & Public Asset Management

Block 14, CGO Complex

New Delhi.

Dated 28th September, 2017.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification / disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment / adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. „Grave Offence“ is defined to be of such a nature that it outrages the moral sense of the community The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government. “Grave Offence” would include the below noted cases:
 - a. Only those orders of SEBI are to be treated as coming under the category of “Grave Offences,, which directly relate to “Fraud,, as defined in the SEBI Act and / or regulations.
 - b. Only those orders of SEBI that cast a doubt on the ability of the bidder to manage the public-sector unit, when it is disinvested, are to be treated as adverse.
 - c. Any conviction by Court of Law.
 - d. In cases in which SEBI also passes a prosecution order, disqualification of the bidder should arise only on conviction by the Court of Law.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government / conviction by a Court of Law for an offence

- committed by the bidding party or its Associate Company as defined in Companies Act, 2013 would result in disqualification. The decision in regard to the relationship interse between the concerns, would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
 - (d) Any bidder, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has Selected an appeal against the order, based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
 - (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
 - (f) Before disqualifying a bidder, a Show Cause Notice as to why it should not be disqualified, would be issued to it and it would be given an opportunity to explain its position.
 - (g) These criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above or the eligibility criteria prescribed in the EoI, is pending against them. In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above on the eligibility criteria prescribed in EoI against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/Managers, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be filed along with EOI.

(SD/-)

(Aseem Kumar Jha)

Under Secretary to the Government of India

APPENDIX-VIII

Instructions for Online Bid Submission

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and approved on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-Procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible. Also ensure to mention correct Bank account details during the registration, which will be referred during refund of unsuccessful EMD/Bid Security.

Vendors are required to pay online registration / enrolment fee of Rs. 500/- one time and renewal fee of Rs. 100/- for subsequent each year.

For more details, please get in touch with e-Procurement system integrator: M/s. Mjunction Services Limited, Raipur – 492 001

Toll free 1800 419 9140 or

Email: helpdesk.cgeproc@mjunction.in.

2. Digital Signature Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India, may refer http://www.cca.gov.in/cca/?q=licensed_ca.html.

Note: It may take up to 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: Bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However, bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate for any reason, they will not be able to submit the same bid under preparation online. Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment:

As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / EMD using the online payments gateway services integrated into the e-Procurement portal using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. Bidders are advised to initiate and process the eChallan/NEFT/RTGS payments well before bid due date in order to get the same updated in the eProcurement system. Also refer RBI guidelines for NEFT/RTGS payment.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link 'Payments accepted online' on the eProcurement portal <https://eproc.cgstate.gov.in>.

4. Setup of User's Computer System:

In order to operate on the e-Procurement portal for a bidder / user, the computer system /desktop/laptop of the bidder is required to have Java ver.8.77, Internet explorer 9 / 11, latest Mozilla Firefox, Google Chrome with IE Tab V2 (Enhanced IE Tab).

A detailed step by step document on the same is available on the eProcurement portal home page. Also internet connectivity should be minimum one MBPS.

An auto setup utility is available on the eProcurement portal home page for its users to auto configure client system, link to auto setup: <https://eproc.cgstate.gov.in> --> Auto Setup.

5. Publishing of N.I.T.:

For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender

document and the activity time schedule for all the tenders processed using the e- Procurement system on the portal <https://eproc.cgstate.gov.in>.

6. Tender's Critical Dates & Time/Tender Time Schedule

The bidders are strictly advised to follow the tender schedule for their side of tasks activities and responsibilities require to participate in the tender.

All the activities / tasks of each tender are locked with the start date and time and end date & time at the time of uploading tender as set by the concerned department official.

7. Download Tender Document(s)

The tender document and supporting document(s) can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

8. Submit Online Bids:

8.1 Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.

8.2 The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid within stipulated timeline. Bid of the bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

8.3 Size of bid documents uploaded during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

9. Submission of Earnest Money Deposit:

The bidders shall submit their Earnest Money Deposit Either as in usual physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender/ Tender document. Bidders also have to upload scanned copy of Earnest Money Deposit instrument OR Online Payment /NEFT/RTGS receipt along with the reference details online.

Bidders who choose to pay Earnest Money Deposit (EMD) or bid security using online payment(s) mode like Internet banking/ Debit Card/ Credit Card/NEFT/RTGS/eChallan/wallet etc. would be entitled for online refund subject to tender terms & conditions and evaluation by respective department authority.

Intending bidder(s)/vendor(s)/user(s) are required to provide their relevant & correct account details during registration in the portal which shall be used for EMD/Bid Security refund purpose, bidder(s)/vendor(s)/user(s) shall be solely responsible for providing correct account details and CHiPS/System Integrator shall not verify account details provided and be not responsible for any loss/transfer of funds.

Bidder(s)/vendor(s)/user(s) may update their account details in their registration if desired, the last updated account details shall be considered for future payment(s)/refund(s) if applicable.

10. Opening of Tenders

The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

11. Briefcase

Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

12. Support – Help Desk

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll free No. 1800 419 9140 or email helpdesk.cgeproc@mjunction.in.
2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.

APPENDIX-IX

FORMAT FOR PERFORMANCE SECURITY

Performance Guarantee No:[_____] To:

Executive Engineer

CHHATTISGARH HOUSING AND INFRASTRUCTURE DEVELOPMENT BOARD,
Circle - Bilaspur.....

(Hereinafter, and for the purpose of this Performance Guarantee, referred to as **CGHIDB**)
WHEREAS

A. By Letter of Acceptance dated [_____] issued to-----
[name of successful bidder/developer]
a company incorporated under the Companies Act, 2013 has qualified as the Preferred Bidder (Hereinafter, and for the purpose of this Performance Guarantee, referred to as "Preferred Bidder/Developer") under the RFP dated for Selection of Developer for (Insert project title) under Redevelopment Scheme of GoCG-".

B. Under the Acknowledgement of Letter of Acceptance dated [_____] and the RFP dated _____, the Developer is, to provide a Performance Security in the form of bank guarantee to CGHIDB to the tune of ten percent (5%) of the License Premium for the Project which shall be an aggregate sum of Rs. _____/-(Rupees _____), guaranteeing the due performance of its obligations.

C. By an agreement (hereinafter "**License Agreement**") dated _____ between you, CGHIDB and Selected Bidder/Developer, which expression shall include its successors and permitted assigns), you have granted a License to the Developer for undertaking the responsibilities as per the License Agreement for **(insert project title)**

D. The said License Agreement requires the Developer to procure and deliver to CGHIDB a performance security in the form of Bank Guarantee for the due performance of its obligations under the License Agreement.

E. The _____ Developer has approached us, _____ **[name and address of Bank]** (hereinafter "**Guarantor**"), for issuance of such bank guarantee and we have agreed to give such guarantee as hereinafter appearing. In consideration of the considerations payable by the Developer to the Guarantor for issue of this bank guarantee and your accepting the Guarantor's obligations herein contained in discharge of the Developer's obligation to provide such bank guarantee, the Guarantor hereby irrevocably and unconditionally agrees that:

1. 'Upon receipt by the Guarantor of a written demand or demands from CGHIDB stating that an Developer's Event of Default has occurred prior to the termination of the License Agreement (a "**Demand**" or "**Demands**") complying with the provisions of

paragraphs 2, 3 and 4 of this Bank Guarantee from time to time or at any time, the Guarantor shall, without any proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry of CGHIDB or the Developer, pay CGHIDB forthwith and in full without any deductions or set-offs or counterclaim whatsoever the sum claimed by CGHIDB in such Demand, or such lesser sum which in aggregate with all sums-previously paid here under shall not exceed an amount equivalent to the Bank Guarantee Amount (as hereinafter defined). Subject to the terms of this Bank Guarantee, CGHIDB shall not be obliged to exercise any right or remedy which CGHIDB may have before making a Demand under this Bank Guarantee.

2. The value of the Bank Guarantee Amount shall be from the date hereof an amount equivalent to Rs.____(Rupees_____only') (The **"Bank Guarantee Amount"**),
3. CGHIDB may make an unlimited number of Demands, in writing, under this Bank guarantee. The value of this Bank Guarantee shall stand reduced to the extent of the amount paid by the Guarantor upon receipt of a written demand for payment by GoCG /CGHIDB
4. The Guarantor shall make payment hereunder against receipt of a written Demand made in accordance with paragraphs 1, 2, and 3 above without further proof or document and notwithstanding any dispute by [•] and such a Demand will be conclusive evidence of the Guarantor's liability to pay CGHIDB and of the amount or amounts which the Guarantor is liable to pay to GoCG /CGHIDB
5. The Guarantor's obligations hereunder in respect of the sum or sums claimed under this Guarantee are primary, independent and absolute and not by way of surety only and the Guarantor shall not be entitled as against CGHIDB to delay payment.
6. This Bank Guarantee shall enter into force on the date hereof and shall be a continuing irrevocable obligation and shall remain in force and effect until the expiry of **Project Duration** from the Commencement Date or such extended period under the License Agreement or the date of receipt by the Bank of a letter signed by CGHIDB that the License Agreement has been terminated and the obligations of the Bank; under the Guarantee stand discharged (hereinafter the **"Bank Guarantee Expiry Date"**). The Guarantor shall entertain and pay all claims received by it up to a period of **three (3) months** from the Bank Guarantee Expiry Date.
7. Any waivers, extensions of time or other forbearance given or variations required under the License Agreement or any invalidity, unenforceability or illegality of the whole or any part of the License Agreement or rights, of any party thereto, or amendment or other modification of the License Agreement or any other fact, circumstance, provision of statute or law which might, where the Guarantor's liability to be secondary and not primary, entitle the Guarantor to be released in whole or in part from the Guarantor's undertaking, shall not in any way release the Guarantor from its obligations under this Bank Guarantee.
8. The Guarantor shall not be in any way released or discharged from any liability hereunder by (lie insolvency, winding up, re-organisation, amalgamation or liquidation of the Developer including any appointment of a receiver, administrator,

administrative receiver or supervisor of the Developer or any of its assets) nor any dispute or disagreement whatsoever under the License Agreement between CGHIDB and the Developer or any other person, or any disclaimer of the License Agreement by the Developer or any liquidator or any other person and the obligations of the Guarantor hereunder shall be continuing and shall remain in full force and effect until the expiry of this Bank Guarantee.

9. Each Demand or other notice given hereunder by CGHIDB shall be executed in writing by CGHIDB or its authorized representatives. For the purposes of this Bank Guarantee, CGHIDB authorized representatives shall include CGHIDB officers staff personnel and such other persons as may be designated as CGHIDB authorized representatives by notice to the Guarantor.
10. References herein to CGHIDB shall be construed so as to include any successors or permitted assigns or any such person in accordance with their respective interests. References in this Bank Guarantee to any person shall be construed so as to include it and any subsequent successors in accordance with their respective interests.
11. Any reference in this Bank Guarantee to any other agreement or document shall, unless otherwise expressly provided herein, be construed as a reference to that other agreement or document as the same may be amended, supplemented or notated from time to time.
12. The benefits of this Bank Guarantee may not be assigned by the Guarantor. The benefits of this Bank Guarantee may however be assigned in full by CGHIDB to Lenders

[being the financial institutions, banks, funds and/or trusts who provide or refinance the debt component of the cost of the project for the construction and development of the Project including guarantees, risk participation facility, take-out facility and other forms of credit enhancement] and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by CGHIDB to meet or contribute to the cost of such project] but may not otherwise be transferred or assigned without the prior written consent of (name and Address of Issuing Bank), which consent shall not be unreasonably delayed or withheld. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee.

13. Any demand, notice or other communication given in connection with or required by this Bank Guarantee shall be made in writing (entirely in the English language) and subject to **paragraph 14** shall be delivered by hand to, or sent by pre-paid registered post, or facsimile transmission to:

_____[The Developer]:

_____[Guarantor] at

[address and fax no.] Marked for the attention of the [_____] Or such other address as may be notified in writing from time to time.

14. Any such demand, notice or communication shall be deemed to have been duly served:

(a) if delivered by hand, duly acknowledged.

(b) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

15. This Bank Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Bank Guarantee hereby submit to the jurisdiction of the courts of city for the purposes of settling any disputes or differences which may arise out of or in connection with this Bank Guarantee and for the purposes of enforcement under this Bank Guarantee.

IN WITNESS HEREOF this Bank Guarantee has been duly executed by the Guarantor on this [] day of [] 2026.

[Signed by []
)

.....

for and on behalf of)

the Guarantor).....

Dated:).....

Witnessed by:).....

Dated:).....

Witnessed by:).....

Dated:).....