

**Sikkim Housing and Development Board (SH&DB)**

AWAS Bhavan,  
Church Road,  
Gangtok, East Sikkim- 737101

**RFP No.001/787/SHDB**

**Date: November 7<sup>th</sup>, 2017**

**REQUEST FOR PROPOSAL**

**For**

**Development of Residential Property at Lumsey,  
5<sup>th</sup> Mile Tadong, Gangtok, East Sikkim**

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## INVITATION LETTER FOR REQUEST FOR PROPOSAL

Date \_\_\_\_\_

***[insert name and address of the shortlisted firm/company]***

**Attention: Mr./Ms. \_\_\_\_\_**

1. Following the Expression of Interest (Eoi) No. 01/Eoi/787SH&DB/2013 dated 22 April 2017 invited by SH&DB for Development of Residential Housing Project over 2 acres of land at 5<sup>th</sup> Mile Tadong, below Flour Mill, Lumsay, East Sikkim, Gangtok, and applications received in response thereto, the following firms/companies are shortlisted –

1) Panchadeep Construction Ltd,  
545,GT Road (South),Howrah, Kolkata,  
Email ID: Panchadeep.howrah@gmail.com

2) GTM Builders and Promoters Pvt. Ltd,  
GTM house,G-5 Pushkar Enclave,PaschimVihar, NewDelhi-110063  
Email ID: accounts@gtm.co.in

3) J.K.Engineering  
Office space no-5, 5th floor, Ravika Complex,  
3A,Ram Mohan Munich, Garden Lane, Kolkata – 700010.

2. You are invited to submit a proposal (the Bid) for design, engineering, financing, construction and operation & maintenance of residential property at Lumsey, 5<sup>th</sup> Mile Tadong, Gangtok, East Sikkim in accordance with this Request for Proposal.

3. It is not permissible to assign this invitation to any other firm/company.

4. Detailed RFP documents can be collected from the office of undersigned on any working day from 07/11/2017 to 14/11/2017 between 10.00 AM to 4.00 PM on payment of Rs.10,000 (Rupees Ten Thousand) only (non-refundable)

through Demand Draft in favor of Sikkim Housing and Development Board, payable at Gangtok towards cost of the RFP document.

5. RFP can also be downloaded from the website of the [www.sikkimudhd.org](http://www.sikkimudhd.org). In case the RFP document is downloaded from the website, the Bidder shall have to submit with the bid the fees of Rs.10000 (Rupees Ten Thousand) only (non-refundable) through Demand Draft in favor of Sikkim Housing and Development Board, payable at Gangtok towards cost of the RFP document.
6. Details about the scope of work, eligibility criteria of Bidders, bid submission procedure and the selection methodology are available in the RFP document.
7. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidders about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidder set forth in the Contract or the SH&DB's rights to amend, alter, change, supplement or clarify the scope of work, pursuant to this RFP or the terms thereof or herein contained. Consequently, any 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 claims on that account shall be entertained by the SH&DB.

Sincerely  
Sd/-

Secretary  
Sikkim Housing & Development Board

## **Disclaimer**

1. This Request for Proposal (hereinafter referred to as "RFP") document is neither an agreement nor an offer by the Sikkim Housing & Development Board (SH&DB) to the prospective Bidders or any other person. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their bids.
2. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the SH&DB, its employees or consultant/advisor to consider the business / investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document.
3. The SH&DB, its employees and consultant/advisor do not make any representation or warranty and shall incur no liability under any law (including without limitation the law of contract, tort), statute, rules or regulations as to the accuracy, reliability or completeness of the information in this RFP document.
4. This RFP document includes statements which reflect various assumptions and assessments arrived at by the SH&DB in relation to the scope of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.
5. The SH&DB will have 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 document.
6. The SH&DB may, in its absolute discretion, but without being under any obligation to do so, update, amend, change, modify or supplement the information in this RFP document. Such revisions of the RFP document will be made available on the website of the SH&DB and will be also available in hard copy from AWAS Bhavan, Church Road, Gangtok, East Sikkim- 737101.

7. The information contained in this RFP document or subsequently provided to the Bidders in documentary or in any other form by or on behalf of the SH&DB or by any of its employees or consultant/advisor will be subject to the terms and conditions set out in this RFP document.
8. The issue of this RFP document does not imply that the SH&DB is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the work required under this RFP document and the SH&DB reserves the right to reject all or any of the Bids without assigning any reason whatsoever.
9. 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 the SH&DB or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the SH&DB 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.

## 1. INTRODUCTION

### 1.1 Background

1.1.1 The Sikkim Housing & Development Board (the “SH&DB”) is engaged in the development of quality housing for the people of the State of Sikkim including commercial spaces vital for economic development in the state and as part of this endeavor, the SH&DB has decided to undertake development of Residential Property on two parcels of land situated at Lumsey, 5th Mile Tadong, Gangtok, East Sikkim, and has decided to carry out the bidding process for selection out of the shortlisted firms/companies as the bidder to whom the Project may be awarded.

1.1.2 Brief particulars of the Project are as follows and a brief details is provided as Technical Schedule annexed with the RfP:

Sl. No.	Description	Requirement
1	Name of the Project	Development of Residential Property at Lumsey, 5 <sup>th</sup> Mile, Tadong, East Sikkim, Gangtok
2	Site	The proposed site covers an area of 2 acres consisting in 2 parcels of land separated by an existing natural drain (Jhora), which is off the National Highway (NH-10) from Manipal Central Referral Hospital Junction at a motorable distance of 1.5 Km, beyond the existing location of Mechanical workshop of Road & Bridges Department, Government of Sikkim. The new road with a width of 3 meters and length measuring 282 meters dissects the site ending on the southern boundary off the NABARD land. The Land slopes towards west which gives a picturesque view of the Kanchendzonga Recreational Park, on the Ranka Hill.
3	Number of Towers	As per design and drawings to be



Sl. No.	Description	Requirement
		prepared by the Bidder as permissible under Applicable Laws.
4	Floors in each Tower including ground floor	G+5 or G+6 (special permission required), and as per design and drawings to be prepared by the Bidder as permissible under Applicable Laws.
5	Height of Building	As per design and drawings to be prepared by the Bidder as permissible under Applicable Laws.
6	Parking	As per the site condition, design and drawings to be prepared by the Bidder as permissible under Applicable Laws.
7	Number of Flats per Floor	As per design and drawings to be prepared by the Bidder as permissible under Applicable Laws.
8	Type of Flats	2/3/4 BHK in the ratio of 30:50:20
9	Total Built-Up Area	As per design and drawings, built-up area to be prepared by the Bidder as permissible under Applicable Laws.
10	Green Spaces & Parks	To be developed.
11	Water & Sewer Lines	Water Security & Public Health Engineering Department (WS&PHED), Government of Sikkim, is providing the water supply. A dedicated connection needs to be taken from the point of water tapping source/point of WS&PHED till the Project site in consultation with WS&PHED. The sewerage will be discharged in the existing sewer lines within the proposed site.
12	Electricity Sub-Station	66/11 KV Electric Sub-Station is lying just above the Project site but a separate transformer is needed to be installed as per the load condition in consultation with the Power Department, Government

Sl. No.	Description	Requirement
		of Sikkim.
13	Internal Roads	To be developed if there is more than one Tower.
14	Number of Community Halls	Single Multi-purpose Hall of 60'-0"x40'-0"x18'-0" specification.
15	Utility Stores	To be built above the Multi-purpose Hall or as per site condition.
16	Power Back-Up	To be provided
17	Marketing and allotment of flats:	Will be carried out by the SH&DB. However, if and as required, marketing assistance will be provided by the Bidder as and when requested by the SH&DB.

## 1.2 Scope of Work

1.2.1 The Scope of Work will broadly include:

- (a) Survey and geo-technical investigation;
- (b) Design, engineering, financing, procurement, and construction of Residential Property in accordance with Applicable Laws, Applicable Permits, as per Good Industry Practice with provision of utilities;
- (c) Prepare the building plan and obtain approval of the SH&DB; and get the plan approved from concerned Authorities, at its own cost.
- (d) Acquire necessary permission for commencement of the construction, at its own cost.
- (e) Commence the work, at its own cost, under the supervision of Architects/Engineers (Independent Engineer), appointed by SH&DB.
- (f) Provide all maintenance requirements of the Residential Property till the expiry of 2 (two) years from the achievement of Commercial Operation Date (CoD); and thereafter handing over the operation & maintenance

work to the society/association/body corporate incorporated by the SH&DB for this purpose; and

(g) Hand over the Residential Property to the SH&DB upon completion of construction together with provision of relevant utilities save and except the site access to fulfill maintenance requirement related obligations.

(h) Provide marketing assistance, if required, to SH&DB which shall invite intending buyers and shall book/sell the flats.

1.2.2 In design and construction of all structures should safeguards against seismic forces should be taken into account considering the guidelines of the Bureau of Indian Standards on Earthquake Engineering and other relevant applicable norms, regulations and standards.

1.2.3 In design and development of facilities IS Code 4963, CPWD guidelines and other relevant applicable norms, regulations and standards for Barrier-Free environment differently-abled and elderly people should be followed.

1.2.4 The Project is to be completed within a period of 2 (two) years from the date of commencement of work under this RFP. In the event of delay in completion of the Project penalty of 1% (one per cent) of the project cost per day or part thereof for every day or part thereof of delay will be levied by the SH&DB on the contractor/developer awarded the contract.

### **1.3 Eligibility of Bidders**

1.3.1 The shortlisted firms/companies should continue to fulfill all the conditions for eligibility as required in the Notice for Expression of Interest No. 01/EoI/787SH&DB/2013 dated 22 April 2017 invited by the SH&DB to submit their Bids in response to this RFP:

1.3.2 In case of a Consortium, each Consortium Partner is registered/incorporated in India under Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or the Companies Act, 1956/2013 or similar

Act. No shortlisted firm/company to whom invitation for this RFP is given shall form a Consortium with another shortlisted firm/company invited for this RFP.

- 1.3.3 Maximum of six (6) partners shall be permissible in a Consortium;
- 1.3.4 1.3.4 Firm/Company (all members in case of a Consortium) is/are not blacklisted at the time of submission of the Bid by Asian Development Bank, the World Bank, JICA, KfW, DFID, GIZ, and any international institutions, ministries of the Central Government and agencies/authorities under them, or by any State Government, and agencies/authorities under them.
- 1.3.5 Firm/Company (all members in case of a Consortium) should not be bankrupt or insolvent declared by a competent authority.
- 1.3.6 The lead member should have development license provided by competent authority.
- 1.3.7 Further, for determining the eligibility of bidders, 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 singly or as a member of a Consortium, as the case may be, can be member of another Bid. The term Bidder used herein would apply to both a single entity and a Consortium.
  - (b) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
    - (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 5% of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% 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 4A of the Companies Act, 2013.

For the purposes of this Clause 1.3.6 (b), 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 (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) 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, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, 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 legal representative 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 others' information about, or to influence the Bid of either or each other; or
  - (vi) such Bidder, or any Associate thereof has participated as a consultant to the SH&DB in the preparation of any documents, design or technical specifications of the Project.
- (c) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the SH&DB 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 related to or incidental to the Project.

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 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 5 (five) years from the date of commercial operation of the Project.

**Explanation:**

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 1.3.6, shall include each Member of such Consortium.

1.3.8 Notwithstanding anything to the contrary contained in Clause 1.3.6, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

1.3.9 In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 6 (six);
- (b) Subject to the 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"). The nomination(s) shall be supported by a Power of Attorney, as per the prescribed in Appendix 1 of this RFP, 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 operation & maintenance obligations;
- (e) A member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification;
- (f) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Joint Bidding Agreement"), for the purpose of making the Bid and submitting a Bid. The Joint Bidding Agreement, as provided in Appendix 2 of this RFP, to be submitted along with the Bid, shall, inter alia:
  - (i) Convey the intent to perform all the obligations of the Bidder in terms of the RFP;
  - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;

(iii) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations in relation to the Project; and

(g) 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 the SH&DB;

(h) Change in the composition of a Consortium will not be permitted by the SH&DB during the Bid Process.

1.3.10 A Bidder can participate in one Bid. Participation by Bidder in more than one Bid will cause all the Bids in which the Bidder has participated to be disqualified.

#### 1.4 Schedule of Bidding Process

1.4.1 SH&DB shall endeavor to adhere to the following schedule:

Sl. No.	Event	Tentative Timeline	Remarks
1	Collection / Download of RFP Document	07/11/2017 to 14/11/2017	7 days from the date of this RFP
2	Submission of Request for clarification by Bidders and pre-bid meeting, if required.	07/11/2017 to 18/11/2017	Not later than 12 days from the date of commencement of collection/download of RFP
3	Response to Queries of Bidders	18/11/2017 to 25/11/2017	Not later than 8 days from the date of submission of request for clarifications by bidders/pre-bid meeting.
4	Last Date for	11/12/2017 by 11:00 Hrs.	Not later than 35



Sl. No.	Event	Tentative Timeline	Remarks
	Submission of Bid, i.e. Bid Due Date		days from the date of commencement of collection/download of RFP.
5	Opening of Technical Bid	11/12/2017 by 14:30 Hrs.	
6	Presentation of Design Concept, if required by the SH&DB	12/12/2017 at 11:00 Hrs.	
7	Opening of Financial Bid	13/12/2017 at 11:00 Hrs.	
8	Issue of Letter of Award (LoA)	Within 10 days from opening of financial bid	
9	Signing of Contract	Within 10 days of issue of LoA	

1.4.2 If any public holiday, weekly holidays falls on the scheduled dates, the next working day shall be treated as the operational date. The SH&DB reserves the right to change the above Bid process timelines. However the SH&DB shall notify prospective Bidders through email/notification on its website regarding changes to the above timelines.

1.4.3 The SH&DB shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the SH&DB pursuant to this RFP, as modified, altered, amended and clarified from time to time by the SH&DB (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 1.4 for submission of Bids (the "Bid Due Date").

## 1.5 Brief Description of Bidding Process

1.5.1 The SH&DB has adopted a single-stage process (referred to as the "Bidding Process") for selection of the bidder for award of the Project.

1.5.2 In this process, the Bidders are required to submit only one Bid. The Bid is to be submitted in 2 (two) parts, viz.:

**Part 1: Technical Bid**

**Part 2: Financial Bid**

1.5.3 The evaluation of the Bids would be carried out in 2 (two) stages. The first stage (Part 1) would involve a test for responsiveness to the RFP and information of the Bidders on their technical and financial capability for undertaking the Project would be evaluated. Based on this stage, only those Bids that meet the minimum threshold technical and financial capabilities as set out in the RFP would be qualified and their Financial Bid (Part 2) would be opened for selecting the Successful Bidder. On the basis of this evaluation process, the SH&DB will issue a Letter of Award (LOA) to the Selected Bidder.

1.5.4 All Bidders are required to submit the Bid in accordance with the guidelines set forth in this RFP. In order to promote consistency among Bids and minimize potential misunderstandings regarding how Bidders' Bids will be interpreted by the SH&DB, the format in which Bidders will specify the fundamental aspects of their Bids has been broadly outlined in this RFP.

1.5.5 The Bidders are required to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids.

1.5.6 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.2.1 below. The envelopes/communications shall clearly bear the following identification/title:

"Queries/Request for Additional Information: RfP for Development of Residential Property at Lumsey, 5<sup>th</sup>Mile Tadong, Gangtok, East Sikkim".

1.5.7 A Bidder is required to deposit, along with its Technical Bid, a bid security of Rs. 50 Lakhs (Rupees Fifty Lakhs only) (the "Bid Security"), refundable not

later than 180 (One hundred Eighty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract. The Bidders will have to provide Bid Security in the form of Fixed Deposit in favor of the Secretary, SH&DB payable at State Bank of India, M.G. Marg, Gangtok and the validity period of the Fixed Deposit, shall not be less than 210 (Two hundred Ten) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the SH&DB and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.5.8 The Bids, submitted by the bidder, shall be valid for a period of not less than 180 days from the date specified in Clause 1.4 for submission of bids (the "Bid Due Date").

## **1.6 Extension of Bid Validity Period**

1.6.1 In exceptional circumstances, if required the SH&DB may request for one or more extensions of the Bid Validity Period to the Bidders. Such request to the Bidder (s) shall be made in writing prior to expiration of the bid validity period. If any Bidder does not agree to the extension, it may withdraw its Bid without inviting action of forfeiture of its Bid Security by giving notice in writing to the SH&DB of its decision prior to the expiration of the Bid Validity Period. In case the SH&DB does not receive any written notice of withdrawal prior to expiration of the bid validity period, the requested extension shall be deemed to have been accepted by the Bidder.

1.6.2 The Bid Validity Period of the selected Bidder shall be automatically extended till the date on which the Contract is executed and is in force.

1.6.3 When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

1.6.4 The Bidding Documents include the draft Contract for the Project which is enclosed. The aforesaid documents and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.

## **2. Instructions to Bidders (ITB)**

### **2.1 Introduction**

- 2.1.1 The Bidders shall observe the highest standard of ethics during the procurement and execution of the Contract. Bid offered by a Bidder will be rejected if it is determined that the Bidder evaluated as the highest-ranked has engaged in corrupt or fraudulent practices in competing for the Contract in question.
- 2.1.2 Shortlisted Parties are invited to submit Technical Bid and Financial Bid for the Project. The Bids will be the basis for evaluation and for the eventual contract negotiations and, ultimately, the signature of a contract with the Selected Bidder.
- 2.1.3 The Bidders must familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain first-hand information on the Project and on the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them. Bidders are encouraged to pay a visit to the site and the SH&DB Office before submitting a Bid, and to attend a pre-bid meeting. Attendance at the pre-bid meeting is optional. Bidders' representatives should contact Secretary, SH&DB to arrange for their visit or to obtain additional information on the pre-bid meeting. Bidder should ensure that the designated official is informed of the visit with adequate time to allow him/her to make appropriate arrangements.
- 2.1.4 The Background Documents 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. Nothing contained in the Background Documents shall be binding on the SH&DB nor confer any right on the Bidders, and the SH&DB shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP and

any other documents that may be made available to the Bidders by the SH&DB.

2.1.5 The SH&DB will assist the Selected Bidder in obtaining licenses and permits, if any, needed to carry out the Project, and make available such data, information and reports, as relevant for carrying out the work related thereto.

2.1.6 The costs of preparing the Bid and of negotiating the contract, including a visit to the site and the SH&DB Office, are not reimbursable and the SH&DB is not bound to accept any of the Bids submitted.

## **2.2 Clarification of RFP Documents and Pre-Bid Meeting**

2.2.1 Bidders may request for clarification of any of the contents in the RFP document within 12 days from the date of commencement of collection/download of RFP. Any request for clarification must be sent in writing by paper mail or electronic mail to **Secretary, Sikkim State Housing Development Board at AWAS Bhavan, Church Road, Gangtok, East Sikkim- 737101 and/or skmhousingdevboard@gmail.com**. The SH&DB will respond by electronic mail to such requests and will send copies of the response to the Bidders who intend to submit the Bids.

2.2.2 The SH&DB proposes to hold a Pre-Bid Meeting, to discuss issues related to the Works with all the Bidders.

2.2.3 The SH&DB shall endeavor to respond to the questions raised or clarifications sought by the Bidders. The responses will be sent by e-mail. However, the SH&DB 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 the SH&DB to respond to any question or to provide any clarification including within any specified time limit. No extension of any deadline will be granted on the basis or

grounds that the SH&DB have not responded to any question or not provided any clarification.

2.2.4 The SH&DB will forward all the queries and the responses thereto, to all Bidders, without identifying the source of queries.

2.2.5 No extension of any deadline will be granted on the basis or grounds that the SH&DB have not responded to any question or not provided any clarification.

### **2.3 Amendment of RFP**

2.3.1 At any time before the submission of Technical Bid, the SH&DB, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP documents by amendment. The amendment will be sent in writing by mail, cable, telex, facsimile, or electronic mail to the Bidders, and will be binding on them.

2.3.2 In order to afford the Bidders a reasonable time for taking a revision into account, or for any other reason, the SH&DB may at its discretion extend the deadline for the submission of Bid.

### **2.4 Conflict of Interest**

2.4.1 The SH&DB requires that Bidders provide professional, objective, and impartial advice and at all times hold its interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future. Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any circumstances, if the conditions mentioned in Clause 1.3.6 are not complied with.

2.4.2 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or

termination of its Contract. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

## **2.5 Confidentiality**

2.5.1 Information relating to the examination, clarification, evaluation, and recommendation for the qualified Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the SH&DB in relation to or matters arising out of, or concerning the Bidding Process. The SH&DB will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The SH&DB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the SH&DB or as may be required by law or in connection with any legal process.

## **2.6 Proprietary Data**

2.6.1 All documents and other information supplied by the SH&DB or submitted by a Bidder to the SH&DB shall remain or become the property of the SH&DB. 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 SH&DB will not return any Bid or any information provided along therewith.

## **2.7 Correspondence with the Bidder**

2.7.1 Save and except as provided in this RFP, the SH&DB shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

## **2.8 Language of the Bid/Proposal**

2.8.1 Bidders are requested to submit their Bid written in English language.

## **2.9 Currency of the Bid/Proposal**

2.9.1 The currency for the purpose of the Bid shall be Indian Rupee (INR).

## **2.10 Preparation of Technical Bid**

2.10.1 In preparing the Technical Bid, Bidders are expected to examine in detail the documents comprising this RFP. Material deficiencies in providing the information requested may result in rejection of a Bid.

2.10.2 While preparing the Technical Bid, if a Bidder considers that it does not have all the expertise for the Project, it may obtain a full range of expertise by associating with other eligible parties in a joint venture relationship or sub-consultancy, as appropriate, but not exceeding 6 (six) partners.

2.10.3 Bidders shall furnish the information strictly as per the formats given in Section 4 and the Appendices of this RFP document, without any ambiguity. The SH&DB shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.

2.10.4 In case of a Consortium, wherever required, the Bid must contain such information individually for each member of the Consortium.

2.10.5 In case of a Consortium, the members shall submit a Memorandum of Agreement (MoA) conveying their intent to jointly bid for the Project, and in case the Contract is awarded to the Consortium, it will subsequently carry out all its responsibilities as the 'Contractor/Developer'. The MoA shall also include the nomination of the Lead Member in the Consortium



and clearly outline the proposed shareholding and responsibilities of each member at each stage.

- 2.10.6 All Bids shall be numbered, signed in blue ink and stamped on each page by the duly 'Authorized Signatory' of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall also be initialed in blue ink by the Authorized Signatory. In case of printed and published Documents, only the cover shall be initialed in blue ink. In case of a Consortium, the Bid shall be signed in blue ink by the duly Authorized Signatory of the Lead Member. Bidders shall submit a supporting Power of Attorney, authorizing the Signatory of the Bid to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said Authorized Signatory. In case of a Consortium, such Power of Attorney shall be signed by all members of the Consortium and shall be legally binding on all of them.
- 2.10.7 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid documents shall be dated.
- 2.10.8 Bidders are required to submit one set of original Bid, a true copy thereof, and shall also provide soft copies on Compact Disc (CD) as specified in Clause 2.11. In the event of any discrepancy between the original and true copy and/or CD, the original shall prevail
- 2.10.9 Any Bidder who submits or participates in more than one Bid for the said Project shall be disqualified and shall also cause the disqualification of all the Consortia in which it is a member.
- 2.10.10 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 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, English language translation shall prevail.

## **2.11 Sealing and Marking of Bids**

2.11.1 The Bidder shall submit the Bid as stipulated below in the formats given in Section 4 of this RFP. .

2.11.2 Envelope 1 shall be sealed and shall bear the identification “Bid Security” and shall contain Bid Security Bank Guarantee in the prescribed format with a Cover Letter for Bid Security.

2.11.3 Envelope 2 shall be sealed and shall contain Envelope 2A, Envelope 2B and Envelope 2C as mentioned below and shall clearly bear the identification “Request for Proposal: Original”, the name and address of the Bidder.

(a) Envelope 2A shall be sealed and shall clearly bear the identification “Qualification Bid: Original” and shall contain:

- (i) Forms regarding technical experience in the prescribed formats at Section 4 –along with supporting documents
- (ii) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed
- (iii) Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years from Bid Due Date
- (iv) Power of Attorney for signing the Bid as per the prescribed format at Appendix 4 for single entity bidder.

- (v) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix 6.
- (vi) Copy of the Joint Bidding Agreement, in case of a Consortium as per the prescribed format.
- (vii) Statement of Legal Capacity as per the format at Appendix 7.
- (viii) Copy of the RFP Documents along with all amendments and clarifications, duly stamped and signed on each page by the Authorized Signatory of the Bidder.

All the documents in Envelope 2A shall be bound together in hard cover and the pages shall be numbered serially.

- (b) “Envelope 2B shall be sealed and shall clearly bear the identification “Technical Bid: Original Drawings” and shall contain Detailed Design Presentation (Site Plan, Plans, Elevations, and Sections & Views) & Cost Estimates” in the prescribed formats at Section 4 bound together in hard cover
- (c) Envelope 2C shall be sealed and shall clearly bear the identification “Financial Offer: Original” and shall contain the covering letter in the prescribed format at Section 4.

2.11.4 Envelope 3 shall be sealed and shall contain Envelope 3A and Envelope 3B and shall clearly bear the identification “Request for Proposal: True Copy”, the name and address of the Bidder.

- (a) Envelope 3A shall be sealed and shall contain a true copy of the documents in Envelope 2A along with a CD containing soft copy of as many documents in Envelope 2A as possible and shall clearly bear the identification “Qualification Application: True Copy”. All the documents in Envelope 3A, except the CD shall be bound together in hard cover. Each page thereof shall be initialed in blue ink by the Authorized Signatory of the Bidder.

(b) Envelope 3B shall be sealed and shall contain a true copy of the documents in Envelope 2B along with a CD containing soft copy of as many documents in Envelope 2B as possible and shall clearly bear the identification "Technical Proposal: True Copy". All the documents in Envelope 3B except the CD shall be bound together in hard cover. Each page thereof shall be initialed in blue ink by the Authorized Signatory of the Bidder.

2.11.5 Envelope 1, Envelope 2 and Envelope 3 shall be submitted at Secretary, Sikkim Housing and Development Board, Awas Bhavan, Church Road, Gangtok, East Sikkim – 737101 on any working day i.e. Monday to Saturday excluding public holidays before 16.00 hours (Indian Standard Time) on or before the Bid Due Date.

2.11.6 If the envelopes are not sealed and marked as instructed above, the SH&DB assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **2.12 Bid Due Date**

2.12.1 Bids should be submitted before 11.00 hours (Indian Standard Time) on the Bid Due Date, at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP.

2.12.2 The SH&DB may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.3.2 uniformly for all Bidders.

## **2.13 Late Bids**

2.13.1 Bids received by the SH&DB after the specified time on the Bid Due Date shall not be accepted for whatsoever reasons.

## **2.14 Modification/ Substitution/ Withdrawal of Bid**

- 2.14.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the SH&DB prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.14.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.14.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the SH&DB, shall be disregarded.

## **2.15 Validity of Bid**

- 2.15.1 Technical Bid and the Financial Bid shall remain valid for 180 days from the date specified in Clause 1.4 for submission of Bids. The SH&DB will make its best effort to complete negotiations within this period. If the Bid validity period is required to be extended, the Bidder shall have the right not to maintain its validity of Bid.

## **2.16 Bid Security**

- 2.16.1 The Bidder shall furnish as part of its Bid, a Bid Security equivalent to Rs. 50 Lakh (Rupees Fifty Lakh only) in the form of a Fixed Deposit made in favor of the Secretary, SH&DB, payable at State Bank of India, M.G.Marg, Gangtok and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time.

- 2.16.2 Any Bid not accompanied by the Bid Security shall be rejected by the SH&DB as non-responsive and shall be summarily rejected.
- 2.16.3 The Bid Security of unsuccessful Bidders will be returned by the SH&DB without any interest, after 21 working days from the date of signing of the Contract with the Selected Bidder or if the bidding process is cancelled by the SH&DB.
- 2.16.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof.
- 2.16.5 The SH&DB shall be entitled to forfeit and appropriate the Bid Security in any of the events specified in Clause 2.16.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the SH&DB will not suffer any loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.16.6 The Bid Security shall be forfeited and appropriated by the SH&DB without prejudice to any other right or remedy that may be available to the SH&DB hereunder or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices.
  - (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by the Bidder from time to time;
  - (c) In the case of Selected Bidder, if it fails within the specified time limit -
    - (i) to sign the Contract and/or

(ii) to furnish the Performance Security within the period prescribed therefore in the Contract;

(d) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

## **2.17 Performance Security**

- (a) The Selected Bidder shall, for the due and punctual performance of its obligations relating to the Project, deliver the SH&DB, prior to / simultaneous with the execution of the Contract, a bank guarantee from a scheduled/nationalized bank or any of its subsidiaries (other than regional rural bank and cooperative bank), in India ('Performance Security') for a sum of Rs.8 Crores (Rupees Eight Crores only) valid initially for a period of 48 (Forty Eight) months from the date of submission of Performance Security.
- (b) The Performance Security in favor of the Secretary, SH&DB shall be kept valid throughout the Contract Period by renewal or otherwise.
- (c) If the Contract is terminated due to any event other than for Successful Bidder's event of default, the Performance Security if subsisting as of the Termination Date shall, subject to the SH&DB's right to receive or recover amounts, if any, due from the Successful Bidder under the Contract, be duly discharged and released to the Successful Bidder.
- (d) In case, the Performance Security has been invoked in part or full in accordance with the terms of the Contract, the Successful Bidder undertakes to forthwith furnish a top up guarantee or replenish the Performance Security in favor of the SH&DB such that the aggregate value of the Performance Guarantee equals the original value of Performance Security.

## **2.18 Evaluation Process**

### **2.18.1 Opening and Evaluation of Bids**

- (a) The SH&DB shall open the Bids at the place and time as specified hereinbefore in this RFP document on the Bid Due Date, and in the presence of the Bidders who choose to attend.
- (b) Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.14 shall not be opened.
- (c) The SH&DB will subsequently examine and evaluate Bids on Quality-cum-Cost Based System (QCBS) of 90:10 in accordance with the provisions set out in Clause 2.20.

#### 2.18.2 Test of Responsiveness

- (i) Prior to evaluation of Bids, the SH&DB shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
  - (a) it is received as per formats specified in this RFP document;
  - (b) it is received on or before the time specified for submission of Bid on the Bid Due Date including any extension granted by the SH&DB;
  - (c) it is signed, sealed, bound, and marked as stipulated in this RFP document;
  - (d) it is accompanied by the Power of Attorney as specified in the RFP document;
  - (e) it contains all the information and documents (complete in all respects) as requested in this RFP document;
  - (f) it contains certificates from its statutory auditors in the formats specified at Section 4 of the RFP document for each Eligible Project;



- (g) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in this RFP document;
  - (h) it does not contain any condition or qualification; and
  - (i) it is not non-responsive in terms hereof.
- (ii) The SH&DB reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the SH&DB in respect of such Bid.

## **2.19 Clarifications**

- (i) To facilitate evaluation of Bids, the SH&DB may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the SH&DB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- (ii) If a Bidder does not provide clarifications sought under Clause 2.19 (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the SH&DB 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 the SH&DB.

## **2.20 Evaluation Parameters**

### **Technical**

2.20.1 The Technical Capacity of the Bidders has to demonstrate experience in executing similar projects: The following list of experience would qualify as eligible experience.

For the purpose of this RFP:

“Eligible Projects” would be deemed to include:

(i) housing, residential townships and mass housing (Category-1) ; and

(ii) Core Sector Projects (Category-2) would be deemed to include real estate\*, factory buildings, industrial buildings, industrial parks, port terminal, airport terminal, railway stations, commercial complexes and office complexes.

\*real estate would include dwelling units as part of industrial estates & other industrial infrastructure such as SEZs/Industrial Parks, institutional infrastructure development such as schools, colleges, universities, IT-ITeS Campuses/Hostel buildings etc.; Social/Rehabilitation projects such as night shelter buildings, bus shelters, community centers, etc.; hotels, resorts, and serviced apartments; development of amusement parks, recreational facilities such as planetarium oceanariums, museums, auditoriums, stadiums, etc.; city side development in Airports, i.e. – retail and recreational construction experience in Airports; development of way side amenities forming part of highway projects.

2.20.2 The Bidders must provide the necessary information relating to Technical Capacity, which shall include the following:

(a) Performance certificate(s) from the concerned client(s) [along with notarized copy of work order, contract and completion certificate, where applicable] in respect of the projects undertaken; and

(b) Certificate(s) from the concerned client(s) evidencing the COD of the project

2.20.3 The Projects for which the Bidder is claiming experience shall be during the last 10 (ten) financial years preceding the Bid Due Date.

2.20.4 The Bidder shall have Financial Capacity demonstrated through a Net Worth of at least Rs. 1 Crore (Rupees One Crore only).

**Explanation:**

- (i) For the purpose of this RFP document, Net Worth (the “Net Worth”) is defined as:  
Net Worth = (Subscribed and Paid-up equity capital + Reserves) – (Revaluation reserves + miscellaneous expenditure not written-off + reserves not available for distribution to equity shareholder)
- (ii) For the purpose of measuring Financial Capacity:
  - (a) In case of a Single Entity Bidder, the Average Net Worth of the past 3 (three) financial years will be considered.
  - (b) In case of a Consortium, Net Worth will be calculated by weighting the Average Net Worth of the past 3 (three) financial years of individual Member by their respective proposed equity stake (%) in the Consortium.

2.20.5 In case of a Consortium, for combined Technical Capacity and Financial Capacity evaluation:

- (i) The Lead Member’s experience would be considered only if the Lead Member has an equity share of at least 51% (fifty one percent) in the Consortium.
- (ii) The experience of other Consortium Members (i.e. except the Lead Member) would be considered only if each such member has an equity share of at least 10% (ten percent) in the Consortium.

2.20.6 The Bidders must provide the necessary information relating to Financial Capacity, which shall include the following:

- (a) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth;

(b) Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.

2.20.7 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.

### **Financial**

2.20.8 The Financial Bid shall be furnished in the prescribed form for Financial Bid Submission and shall consist of a selling rate, inclusive of all taxes, in Indian Rupees per square feet of Super Built-Up Area offered by the Bidder to undertake the Project. To avoidance of doubt it is clarified that the selling rate, inclusive of all taxes, once finalized no future escalation shall be claimed by the Contractor/Developer and shall not be entertained by the SH&DB.

### **Explanation –**

(1) Super Built-Up Area means the built up area (i.e. the carpet area plus the thickness of outer walls and the balcony) plus proportionate area of common areas such as the lobby, lifts shaft, stairs, etc. and includes the common areas such as, car parking, community hall, parks & gardens, etc.

(2) In making the financial quote, the Bidder should consider minimum floor ratio to be shared between the Contractor/Developer and the SH&DB will be 80:20.

## 2.21 Selection of Bidder

2.21.1 After the technical evaluation is completed the SH&DB shall notify the date, time and venue of opening of the Financial Bids to those Bidders whose technical evaluation score is not less than 90% out of 100%.

ATechnical Evaluation Score Matrix is provided below.

**Evaluation Sheet for Technical Bid**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Weight</b>
<b>I</b>	<b>Experience of Bidder</b>	<b>50</b>
	<b>Number of Eligible Projects</b>	
	Up to 5 Eligible Projects	12
	6 to 10 Eligible Projects	25
	11 to 15 Eligible Projects	38
	16 to 20 Eligible Projects	50
<b>II</b>	<b>Financial Capacity</b>	<b>50</b>
	<b>(A) Turnover</b>	<b>20</b>
	Up to Rs. 20 Crore	5
	Over Rs. 20 Crore and up to Rs. 50 Crore	10
	Over Rs. 50 Crore and up to Rs. 100 Crore	15
	Above Rs. 100 Crore	20
	<b>(B) Net Worth</b>	<b>20</b>
	Up to Rs. 1 Crore	5
	Over Rs. 1 Crore and up to Rs. 5 Crore	10
	Over Rs. 5 Crore and up to Rs. 10 Crore	15
	Above Rs. 10 Crore	20
	<b>(C) Available Bank Credit Facilities</b>	<b>10</b>
	Up to Rs. 1 Crore	2

		Over Rs. 1 Crore and up to Rs. 5 Crore	5
		Over Rs. 5 Crore and up to Rs. 10 Crore	7
		Above Rs. 10 Crore	10
		<b>Total</b>	<b>100</b>

The Financial Bids shall be opened in presence of the authorized representatives of the Bidders who choose to attend the opening of Financial Bid.

2.21.2 The Bidder quoting the highest ratio in favour of SH&DB will be given a financial scoring (Sf) of 100 points. The scores of a given financial bid will be computed as follows:

$$Sf = 100 \times FM/F$$

FM = Lowest financial Proposal Amount  
F = Amount of the given Financial Bid

2.21.3 Final ranking of all Bids shall be done with weightage of 90:10 - weight age of 90% shall be given to technical score (St) and 10% to the Financial score (Sf).

2.21.4 Bids will finally be ranked according to their combined technical scores (St) and financial (Sf) scores as follows:

$$S = ((0.9 \times St) + (Sf \times 0.1))$$

Where "S" is the combined score

2.21.5 The Selected Bidder shall be the first ranked bidder (having the highest combined score).

## 2.22 Letter of Award

2.22.1 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the SH&DB 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, the SH&DB 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 the next eligible Bidder may be considered.

2.22.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Contract within the period prescribed in this RFP document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract.

## **2.23 Miscellaneous**

2.23.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Sikkim shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

2.23.2 The SH&DB, 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) retain any information and/or evidence submitted to the SH&DB by, on behalf of, and/or in relation to any Bidder; and/or

- (d) 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.

2.23.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the SH&DB, 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 and the RFP Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **2.24 Defect Liability**

2.24.1 With respect to the Residential Property, the Contractor/Developer shall be responsible for all defects and deficiencies for a period of 3(Three) years from the date of issuance of Completion Certificate or its Termination, whichever is earlier (“Defect Liability Period” or “DLP”), and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer and/or the SH&DB in the Residential Property during the aforesaid period. In the event that the Contractor/Developer fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Independent Engineer/the SH&DB in this behalf, the SH&DB shall be entitled to get the same repaired or rectified at the Contractor’s/Developer’s risk and cost. All costs incurred by the SH&DB hereunder shall be reimbursed by the Contractor/Developer to the SH&DB within 15 (fifteen) days of receipt of demand thereof.

## **2.25 Payment**



2.25.1 Payment to the Successful Bidder (i.e. the Contractor/Developer) shall be made based on progress of work and construction as indicated below:

<b>Sl. No.</b>	<b>Payment</b>	<b>Payment Percentage (%)</b>
01	Approval of Design/Building Plan/other related approvals/permission for construction	5%
02	On completion of R.C.C. structure and infrastructure development	20%
03	On construction of walls	10%
04	On flooring, installation of doors, windows and electrical wiring	10%
05	On Plumbing Work and installation of common amenities	15%
06	On completion of service areas and amenities	10%
07	On completion of utilities (laying of sewerage lines, start of road work, laying of electrical lines and water services)	20%
08	On completion of total allotment	10%

### **3. Fraud and Corrupt Practices**

- 3.1 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 Letter of Award (LoA) and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, in the LoA, the Contract, the SH&DB may reject a Bid, withdraw the LoA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or the Successful Bidder, as the case may be, if it determines that the Bidder or the Successful Bidder, 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, the SH&DB shall be entitled to appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to the SH&DB under the Bidding Documents and/or the Contract or otherwise.
- 3.2 Without prejudice to the rights of the SH&DB under Clause 3.1 hereinabove and the rights and remedies which the SH&DB may have under the LoA or the Contract, or otherwise, if a Bidder or Successful Bidder, as the case may be, is found by the SH&DB 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 Contract, such Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by the SH&DB during a period of 2 (two) years from the date such Bid or Contract, as the case may be.
- 3.3 For the purposes of this Section 3, 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 directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SH&DB 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 Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the SH&DB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process; or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
- (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 the SH&DB 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.

**Note:** The Bidder is required to submit with the Technical Bid a Non-Collusion Certificate in the form given in **Appendix 5**, duly signed by the authorized signatory.

## **4. Sample Forms for Bid**

### **4 A. Technical Bid**

#### **ANNEX – I**

#### **Letter Comprising the Bid**

Date:

To,  
[Name and Address of the SH&DB]

**Sub: Bid for Development of Residential Property at Lumsey, 5<sup>th</sup> Mile, Tadong, Gangtok, East Sikkim**

Sir/Madam,

1. With reference to your RFP document dated ....., we, having examined the RFP document and understood its contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. We acknowledge that the SH&DB will be relying on the information provided in the Bid and the documents accompanying such Bid for the aforesaid Project, and we certify that all information provided in the Bid and in the Annexes is true and correct; nothing has been omitted 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 bid for the design, engineering, financing, construction, operation and maintenance of the aforesaid Project.
4. We shall make available to the SH&DB any additional information it may find necessary or require to supplement or authenticate the Bid.

5. We acknowledge the right of the SH&DB 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. We certify that in the last 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. We declare that:
  - (a) We have examined and have no reservations to the RFP document, including any Addendum issued by the SH&DB;
  - (b) We do not have any conflict of interest in accordance with the provisions of the RFP document;
  - (c) 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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the SH&DB or any other public sector enterprise or any government, Central or State; and
  - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions 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. We understand that the SH&DB may cancel the Bidding Process at any time and that the SH&DB is neither bound to accept any Bid that it may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. We believe that we/our Consortium/proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are qualified to submit a Bid.

10. 10. We declare that we/any Member of the Consortium, or our/its Associates are not a Member of a/any other Consortium applying for this Bid.
11. 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 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. We further certify that in regard to matters relating to 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. 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 Chief Executive Officer or any of our directors/managers/employees.
14. 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 provisions of this RFP, we shall intimate the SH&DB of the same immediately.
15. The Statement of Legal Capacity as per format provided in the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided in the RFP, are also enclosed.
16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SH&DB in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. We agree and undertake to abide by all the terms and conditions of the RFP document.
18. I / We certify that in terms of the RFP, my/our Net Worth is ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).
19. We agree and undertake to be jointly and severally liable for all the obligations in accordance with and under the Contract.

In witness thereof, we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)  
Name and seal of the Bidder/Lead Member

Date:

Place:

**Note: Paragraphs may be omitted, if not applicable, or modified as necessary.**

## ANNEX – II

### Details of the Bidder

- 1.(a) Name:
  - (b) Country of incorporation/registration:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation/registration and/or commencement of business:
  
2. Brief description of the Firm/Company 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/communication for the SH&DB:
  - (a) Name:
  - (b) Designation:
  - (c) Firm/Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Firm/Company
  - (d) Address:
  - (e) Phone Number:
  - (f) Fax Number:
  
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Joint Bidding Agreement 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 the Member	Role	Percentage of Equity in the Consortium

(a) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/Member of the Consortium:**

Number	Criteria	Yes	No
1	Has the Bidder/constituent of the Consortium been barred by the [Central/State] Government, or any entity controlled by it, 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% (five per cent) 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 three years?		

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):

## ANNEX – III

### Details of Projects for Technical Capacity

**Project Code:**

**Bidder/Member Name:**

Item	Particulars of the Project
Title & Nature of the Project	
Category (Residential/Commercial)	
Built-up Area Constructed/Developed (in sq. feet)	
Entity for which the Project was Constructed/Developed	
Location of the Project	
Date of Commencement of the Project/Contract	
Date of Completion	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	

#### Instructions:

1. Bidders are expected to provide information in respect of each project in this Appendix. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each project.
3. The total area constructed/developed by the Bidder in the last 10 (ten) years preceding the Bid Due Date.
4. Experience for any activity relating to the Project 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.
5. Proof of Experience in the form of copy of work orders from clients/contracts and completion certificates issued by Client/Independent Engineer/appropriate Government Instrumentality for the above. The Proof furnished by the Bidder

should clearly state the area constructed by the Bidder/member of the Consortium and the year of completion of construction. In case the Project was owned by the Bidder, the undertaking stating the above information shall be furnished by the Bidder.

6. In the event that credit is being taken for the Eligible Experience of an Associate, the Bidder should also provide a certificate in the format below.

**Certificate from Statutory Auditor**

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

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

[Describe the share-holding of the Bidder/Consortium Member in 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 the authorized signatory).

Date:

**Format for Detailing Consolidated Experience**

Item	Particulars	Remarks
Number of Projects		
Total Built-up Area (Sq. ft.)		
Category of Projects (Residential/Commercial)		
Capital Cost (₹ /Crore)		

## ANNEX – IV

### Financial Capacity of the Bidder

(In Rs.Crore)

Type of Bidder	Member Code	Net Worth as on.....
Single Entity Bidder/Lead Member		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		
Consortium Member 5		
Consortium Member 6		
TOTAL		

#### Instructions:

1. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation Reserves + Miscellaneous Expenditure Not Written Off + Reserves not available for distribution to equity shareholders).
2. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with the requirement of the RFP document.
3. 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 the requirement of the RFP document.
4. Audited annual accounts for the last 3 years should be submitted (in case of consortium for each member).
5. 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, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

## **4B. Financial Bid**

### **LETTER COMPRISING THE FINANCIAL BID**

Date:

To,  
[Name and Address of the SH&DB]

**Sub:Financial Bid for Development of Residential Property at Lumsey, 5<sup>th</sup> Mile,  
Tadong, Gangtok, East Sikkim**

Sir/Madam

With reference to your RFP document No. \_\_\_\_\_ dated \_\_\_\_\_ we, having examined the Bidding Documents and understood their contents, hereby submit our Bid and offer a ratio of XX:XX between SH&DB and Developer, for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract.

The above financial offer is based on minimum floor ratio to be shared between the Contractor/Developer and the SH&DB will be 80:20.

The Bid is unconditional and unqualified.

Yours faithfully

(Signature, name and designation of the Authorized Signatory)  
Name and seal of the Bidder/Lead Member

Date:  
Place:

**APPENDICES**

**APPENDIX – 1**

**Power of Attorney for Lead Member of Consortium**  
*(to be executed on the Stamp paper of requisite value)*  
*[Refer Clause 1.3.5(c)]*

**Whereas** the Sikkim State Housing & Development Board (“the SH&DB”) has invited Bids from interested parties for Development of Residential Property at Lumsey, 5<sup>th</sup> Mile, Tadong, Gangtok, East Sikkim (the “Project”).

**Whereas**, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other 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 ....., M/s. ....having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as

are necessary or required or incidental to the selection of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the SH&DB, 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 Contract is entered into with the SH&DB.

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

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

For \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

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

(Notarized)

Person identified by me/personally appeared before me/signed before  
me/Attested/Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: \_\_\_\_\_

**Notes:**

1. 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.
2. 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.



**APPENDIX – 2**

**Joint Bidding Agreement**

*[Refer Clause 1.3.8(f)]*

*(To be executed on Stamp paper of 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, 1956/2013} and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. \_\_\_\_\_ Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. \_\_\_\_\_ Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

4. \_\_\_\_\_ Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)\$

§ The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

**WHEREAS,**

- A. The Sikkim State Housing & Development Board, having its principal office at \_\_\_\_\_, (hereinafter referred to as the “SH&DB” 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 selection of bidders for Bid for Development of Residential Property at Lumsey, 5<sup>th</sup> Mile, Tadong, Gangtok, East Sikkim.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**5. Definitions and Interpretations**

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

**6. 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.

## **7. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013 for entering into a Contract with the SHDV and for performing all its obligations as the Developer in terms of the Contract for the Project.

## **8. 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 under the Contract when all the obligations of the SPV shall become effective;
- b. Party of the Second Part shall be {the Technical Member of the Consortium};
- c. Party of the Third Part shall be {the Financial Member of the Consortium}; and
- d. Party of the Fourth Part shall be {the Other Member of the Consortium.}

## **9. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract.

## **10. Shareholding in the SPV**

- a. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

Fourth Party:

- b. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the expiry of Defect Liability Period in terms of the Contract, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification of Bidders for the Project in terms of the RFP.
- c. The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times till the expiry of Defect Liability Period in terms of the Contract, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- d. The Parties undertake that they shall collectively themselves or together with their Associate hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till the expiry of the Defect liability Period in terms of the Contract.
- e. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract.

## **11. 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 favor 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, lease rights, grant, license or other governmental authorization, approval, judgment, 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;
- (vi) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

- (vii) 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.

## 12. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect in accordance with the Contract, 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, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the SH&DB to the Bidder, as the case may be.

## 13. 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 the SH&DB.

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

**SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED**  
**For and on behalf of**

LEAD MEMBER by:  
(Signature)  
(Name)  
(Designation)  
(Address)

SECOND PARTY  
(Signature)  
(Name)  
(Designation)  
(Address)

THIRD PARTY  
(Signature)  
(Name)

FOURTH PARTY  
(Signature)  
(Name)

(Designation)  
(Address)

(Designation)  
(Address)

**Notes:**

- (a) 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.
  
- (b) Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

### APPENDIX– 3

#### Bank Guarantee for Bid Security

*(Refer Clause 1.5.7)*

B.G. No.

Dated:

1. In consideration of you, **Sikkim State Housing & Development Board**, having its office at \_\_\_\_\_, (hereinafter referred to as the “**SH&DB**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956/2013) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “**Bidder**”, which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **Development of Residential Property at Lumsey, 5<sup>th</sup> Mile, Tadong, Gangtok, East Sikkim**(hereinafter referred to as “**the Project**”) pursuant to the RFP Document No. \_\_\_\_\_ dated \_\_\_\_\_ issued in respect of the Project and other related documents including without limitation the draft Contract (hereinafter collectively referred to as “**Bidding Documents**”), we (Name of the Bank) having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_(hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of Clause 1.5.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of ₹ \_\_\_\_\_ (**Rupees \_\_\_\_\_ only**) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the SH&DB stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and



conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the SH&DB is disputed by the Bidder or not, merely on the first demand from the SH&DB stating that the amount claimed is due to the SH&DB by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ **(Rupees \_\_\_\_\_ only).**

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the SH&DB and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the SH&DB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the SH&DB that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the SH&DB and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the SH&DB shall be entitled to treat the Bank as the principal debtor. The SH&DB shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the SH&DB, and the Bank shall not be released from its liability under these presents by any exercise by the SH&DB of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the SH&DB or any indulgence by the SH&DB to the said Bidder or by any change in the constitution of the SH&DB or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the SH&DB to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the SH&DB may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the SH&DB in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The Bank shall be liable to pay the said amount or any part thereof only if the SH&DB serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before \_\_\_\_\_ (indicate date falling 240 days after the Bid Due Date).

Signed and Delivered by \_\_\_\_\_ Bank  
By the hand of Mr./Ms. \_\_\_\_\_, its \_\_\_\_\_ and  
authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

**APPENDIX- 4**

**Power of Attorney for Signing of Bid**

*(on stamp paper of requisite value)*

*[Refer Clause 2.11.2]*

**Know all men by these presents,** We..... (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), son / daughter / wife of ..... and presently residing at ....., who is presently employed with us/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 Development of Residential Property at Lumsey, 5<sup>th</sup> Mile, Tadong, Gangtok, East Sikkim proposed or being developed by the Sikkim Housing & Development Board (the "SH&DB") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-Bid Meeting and other conferences and providing information/responses to the SH&DB, representing us in all matters before the SH&DB, signing and execution of the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the SH&DB 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** 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\_\_.**

Witness 1:

For \_\_\_\_\_

Witness 2:

(Signature, name, designation and address)

Accepted

\_\_\_\_\_

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/personally appeared before me/signed before me/Attested/Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date:\_\_\_\_\_

Notes:

1. 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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. 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.

**APPENDIX– 5**

**Format for Non Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name of the Bidder)

.....  
(Signature of the Authorized Person)

.....  
(Name of the Authorized Person)

*Note:*

- 1. On the Letter head of the Bidder*
- 2. To be executed by all members in case of Consortium*

**DRAFTED BY:**



**psp financial consultants private limited**

(Brand Owners of Taxila Initiatives)

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