

Request for Proposal

For

Selection of entity for bulk selling of HIG, MIG & Studio Dwelling Units (DUs) of Aalayam Housing Project MDDA at Sahastradhara Road, Dehradun on as is where is basis.

21/12/2019



Mussoorie Dehradun Development Authority (MDDA)

Transport Nagar, Saharanpur Road, Dehradun – 248001

Tel: 0135 – 6603100, Fax: 0135 – 6603103, Email: info@mddaonline.in

Reference No.: 01/BSAWT/2019

Name of the Employer: MUSSOORIE DEHRADUN DEVELOPMENT AUTHORITY (MDDA)

Project Name: Selection of entity for Bulk Selling of HIG, MIG & Studio Dwelling Units (DUs) of Aalayam Housing Project MDDA at Sahastradhara Road, Dehradun on as is where is basis.

LETTER OF INVITATION

Mussoorie Dehradun Development Authority invites Request for Proposal for **Selection of entity for bulk selling of HIG, MIG & Studio Dwelling Units (DUs) of Aalayam Housing Project MDDA at Sahastradhara Road, Dehradun on as is where is basis.**

1. The objective of the assignment is to selection of entity for bulk selling of HIG, MIG & Studio Dwelling Units (DUs) of Aalayam Housing Project MDDA at Sahastradhara Road, Dehradun on as is where is basis .
2. Successful Bidder will be selected as per procedures described in this RFP.
 - a) More details on the Services are provided in the Terms of Reference.
 - b) It is not permissible to transfer this invitation to any other firm.
 - c) A successful bidder shall be selected on the basis of H1 criteria i.e. the bidder quoting the highest composite value in financial proposal, shall be considered as the selected bidder.
 - d) The selection of successful bidder shall be on the basis of an evaluation by the MDDA, through the Selection Process specified in this RFP. Bidder shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
 - e) Bidders are requested to submit following documents along with their proposal:
 - i. Bid Document Fee
 - ii. Earnest Money Deposit (EMD)
 - iii. Power of attorney for authorised representative
 - iv. Technical bid
 - v. Financial bid and forms as desired in the RFP
3. The Bid will be rejected in case the bidder has submitted the conditional bid and/or the specifications of the terms to be supplied, are not complied with RFP.
4. The Technical Proposal shall be submitted in Hard Copy to the employer Address & in Soft Copy Online through www.uktenders.gov.in Portal and Financial Proposal shall be submitted Online only through www.uktenders.gov.in Portal. In case of any discrepancy between the Hard Copy and Soft

Copy, the Soft Copy shall prevail. The bidder shall submit the proposal by the date & time indicated in the Schedule of Selection Process.

5. The detail tender notice and RFP documents can be downloaded from www.uktenders.gov.in.
6. The RFP includes the following:
 - Letter of Invitation
 - Terms of Reference
 - Instructions to bidders
 - Technical Forms
 - Financial Forms
 - Draft MoU
7. MDDA reserves the right to accept or reject any or all proposals any time without being liable to anyone in anyway and without incurring any obligation to inform the affected applicant/s of the grounds.

Vice Chairman
Mussoorie Dehradun Development Authority
(MDDA)

SCHEDULE OF SELECTION PROCESS

Schedule of selection process The MDDA would endeavor to adhere to the following schedule:

1.	Pre-bid Meeting	30/12/2019 at 11:00 AM in the Office of Mussoorie Dehradun Development Authority, Transport Nagar, Saharanpur Road, Near ISBT, Dehradun-248001, Uttarakhand.
2.	Proposal Due Date or PDD (online submission of Technical Proposal and Financial Proposal on www.uktenders.gov.in)	03:00 PM on 10/01/2020 office of Vice Chairman, Mussoorie Dehradun Development Authority (MDDA), Transport Nagar, Saharanpur Road, Dehradun – 248001, Uttarakhand.
3.	Submission of Hard Copy of Technical Proposal along with Bid Document Fee, EMD and Power of Attorney Note: <i>(i) If in case of discrepancy in hard and soft copy online proposal shall prevail.</i> <i>(ii) Financial proposal shall be submitted online only.</i>	04:00 PM on 10/01/2020
4	Date and Time of Opening of Technical Proposal	04:30 PM on 10/01/2020
5.	Date and Time of Opening of Financial Proposal	To be intimated to the Technical Qualified Bidder
6.	Non-refundable Bid Document Fees	Rs. 10,000/- (including GST) (Rupees Ten Thousand Only), through Demand Draft in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun – 248001
7.	Earnest Money Deposit	Rs. 94,00,000/- (Rupees Ninety Four Lakhs Only), through Demand Draft/Bank Guarantee/FDR in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.
8.	Validity of proposal	180 days
10.	Reserve Price	Rs. 47 Crores (Below Reserve Price Bid shall not be considered)
11.	E-tendering website	www.uktenders.gov.in
12.	Official website of MDDA	www.mddaonline.in

TERMS OF REFERENCE

1. Introduction

Mussoorie Dehradun Development Authority (MDDA) was established in year 1984 under Uttar Pradesh Urban Planning and Development Act, 1973 with the objective of Planning and Development of the twin cities i.e. Mussoorie and Dehradun.

MDDA has been entrusted to sustain the glory of the city and to check the unplanned and haphazard development and bring planned development with the available resources. MDDA is a local decision making agency and it is totally self-sufficient, capable of undertaking all sorts of activities for well-planned urban development.

2. Text of Advertisement

Mussoorie Dehradun Development Authority (MDDA) invites sealed Request for Proposal (RFP) for identification of suitable entity to whom, all the currently unsold HIG, MIG, Studio Dwelling Units (DUs) at Aalayam Housing Project at Sahastradhara Road, Dehradun on as is where is basis could be sold.

The Request for Proposal document containing the details of qualification criteria, submission, requirement, brief objective & scope of work and evaluation criteria etc. can be downloaded from the official website of MDDA www.mddaonline.in and e-tendering website www.uktenders.gov.in.

3. Background

3.1. Over view of the Project

MDDA undertook the project of Integrated affordable group housing project of HIG, MIG, Studio, LIG and EWS DUs of MDDA at Sahastradhara Road, Dehradun with the objective of provision of quality housing facilities at affordable prices.

Number of units	
HIG	112
MIG	112
Studio	48
LIG	80
EWS	240

No. of Sold Units	
HIG	0
MIG	0
Studio	0
LIG	0
EWS	240
DPR Cost & Development Status	
DPR cost (In Crore)	₹ 124.04
Development status	36.21%
Selling price (on completed development)- In Lakh	
Selling Price – HIG	₹ 66.90
Selling Price – MIG	₹ 55.90
Selling Price – Studio	₹ 27.90

3.2. Objective of the Request for Proposal (RFP)

MDDA has floated this Request for Proposal to identify a suitable agency so that MDDA could sell all the DUs of HIG, MIG and Studio on as is where is basis. And in the manner as outlined in the Terms of Reference (TOR) MDDA invites Request for Proposal (RFP) comprising of Technical & Financial proposal.

4. Request for Proposal Document Fees & Earnest Money Deposit (EMD)

The bidder shall submit-

- A non-refundable Document Fee of Rs. 10,000/- (Ten Thousand Rupees only) including all taxes in the form of a Demand draft in favour of Secretary, MDDA, payable at Dehradun has to be submitted along with the Request for Proposal response.
- A refundable EMD of Rs. 94,00,000/- (Rupees Ninety Four Lakhs Only) in the form of a Demand draft/FDR/Bank Guarantee in favour of Secretary, MDDA, payable at Dehradun has to be submitted along with the Request for Proposal response.

5. Terms of Reference (TOR):

MDDA intends to sell the Dwelling Units (DUs) of HIG, MIG and Studio apartments under the following conditions:

5.1. The project level completion at the time of signing of agreement with the selected bidder to be

assumed at 36.21%.

- 5.2. The rationalisation of physical and financial progress of the project to be done by a third party. The successful bidder shall appoint their own Independent Engineer/PMC for the said task. The PMC/Independent Engineer of MDDA and successful bidder shall jointly work to evaluate the financial and physical progress rationalisation. The final mutually agreed upon status of the project shall be presented before the co-ordination committee of MDDA and successful bidder. The status of the project development shall be finalised based on the consensus reached at the meeting and mutually agreed upon by both the parties. The expense for the services of the third party for the due diligence on physical and financial progress to be borne respectively by MDDA and the successful bidder for their own agencies.
- 5.3. A joint exercise for the drafting a mutually agreeable definitive binding Agreement to be undertaken by the MDDA and the successful bidder. The successful bidder shall appoint their own legal consultant for the said task. The legal consultants of both parties shall jointly work to evaluate the structuring of the agreement and finalisation of a mutually agreeable Agreement. The final mutually agreed Agreement shall be presented before the co-ordination committee of MDDA and successful bidder. The Agreement shall be finalised based on the consensus reached at the meeting and mutually agreed upon by both the parties. The expense for the services of the third parties to finalise the agreement to be borne respectively by MDDA and the successful bidder for their own agencies.
- 5.4. In the event that the project level completion mutually agreed upon between MDDA and the successful bidder is deviant from 36.21% (as outlined in the RFP), than the same shall be reflected through pro rata based adjustment in the final contract value of the project based on the adjustment in the price bid of the successful bidder, for the purpose of execution of the agreement to sale. The decision of MDDA shall be final and binding on both the parties.
- 5.5. The project DPR along with approved architectural plans shall be made available by MDDA to the Successful Bidder.
- 5.6. Upon signing the Agreement with the selected bidder, MDDA shall relinquish its rights to-
 - 5.6.1. Sell/book/allot any dwelling unit of HIG, MIG & Studio of the project from the date of signing of Agreement and
 - 5.6.2. Develop/award any development rights for HIG, MIG & Studio Dwelling Units within the site premise.
- 5.7. The task mentioned in Clause 5.2 shall be completed in 8 week times not exceeding 12 weeks. The

timeline includes the identification and deployment of a suitable professional agency as the third party.

- 5.8. The bidders in this RFP shall be evaluated on the basis of qualification criteria as outlined in the RFP. Financial bids of only those bidders who meet the qualification criteria, shall be opened.
- 5.9. As part of financial bid, the bidders shall be selected on the basis of H1 criteria i.e. the bidder quoting the highest composite value in financial proposal, shall be considered as the selected bidder.
- 5.10. The bidders shall submit the financial proposal online only in the format given in this RFP.
- 5.11. A joint exercise for the extension of the RERA timelines to be undertaken by the MDDA and the Successful Bidder. The Successful Bidder shall appoint their own RERA consultant for the said task. The expense for the services of RERA consultant to get RERA timelines and approvals to be borne by the Selected Bidder.
- 5.12. The selected bidder shall be required to submit Bank Guarantee of the first payment milestone during the signing of MOU enclosed with this RFP. The same shall be returned to the successful bidder upon completion of the tasks outlined in Clause 5.2 and the successful bidder shall be required to make the payment of the first milestone against the same on the same day.
- 5.13. The selected bidder shall make the payment to MDDA towards the purchase of the DUs in such a manner that either MDDA is absolved of the outstanding loan that MDDA has taken for the project limited to the development of the HIG, MIG and Studio DUs, in time not exceeding 06 quarters or the interest payment on any outstanding loan thereafter shall be the sole responsibility of the selected bidder². The payment milestone shall be detailed out in the mutually agreed Agreement to be finalized at a later stage as detailed out in Clause 5.3 above.
- 5.14. In any case, the total time taken to make the complete payment by the selected bidder, shall not exceed 06 quarters from the date of signing of the agreement.

²The payments by second party towards interest servicing of the first party in such case shall be over and above the payment by second party outlined in MOU.

5.15. Payment milestone

S.no	Per cent Share (%) of the total payment	Timeline in months (T=Signing of Definitive Binding Agreement)
1	Performance Bank Guarantee for 10% of the FINANCIAL BID CONSIDERATION	Before Signing of Memorandum of Understanding
2	10% of the TOTAL AGREED CONSIDERATION	T (signing of Definitive Binding Agreement)
3	15% of the TOTAL AGREED CONSIDERATION	T+3 months
4	15% of the TOTAL AGREED CONSIDERATION	T+6 months
5	15% of the TOTAL AGREED CONSIDERATION	T+9 months
6	15% of the TOTAL AGREED CONSIDERATION	T+12 months
7	15% of the TOTAL AGREED CONSIDERATION	T+15 months
8	15% of the TOTAL AGREED CONSIDERATION	T+18 months

5.16. MDDA responsibilities:

- 5.16.1. Site free from encumbrances within 2 months not exceeding 3 months of signing of agreement with the selected bidder.
- 5.16.2. All the necessary and statutory approvals from the relevant authorities.
- 5.16.3. The DPR, approved layouts, working drawings etc. of the project shall be made available by MDDA to the selected bidder.
- 5.16.4. MDDA shall ensure the external infrastructure/connectivity to the site.

5.17. Successful Bidder's Responsibilities:

- 5.17.1. The Selected Bidder shall be required to submit Performance Guarantee of the first payment milestone before the signing MOU enclosed with this RFP. The same shall be payable after the activities outlined in Clause 5.2 of this RFP.

- 5.17.2. The Selected Bidder shall work in adherence to development control norms and compliance with all the building by-laws.
- 5.17.3. Drawings and DPR of the project shall be binding on the Selected Bidder and shall work according to the approved Drawings and DPR.
- 5.17.4. The Selected Bidder shall be required to sign the mutually agreed Definitive Binding Agreement and make the payment of the first milestone of Total Agreed Consideration on the same day as per the Payment Milestone given in Clause 5.15.
- 5.17.5. The Successful bidder can revise the lay-out, site plans limited to HIG, MIG and studio as per the current bye-laws. In such case, the selected bidder shall be required to re-submit the drawings for approval by MDDA. The same shall be done with prior permission from and adherence to RERA guideline in this regard. The RERA guidelines shall be binding provision.
- 5.17.6. The Successful bidder shall not change purpose of the project. It shall remain the housing project.
- 5.17.7. The Successful Bidder shall not intervene/cause hindrance or obstruction in any manner in the services, amenities (STP, UGT, Electrical Sub-Station, etc), approach road of EWS and LIG Dwelling Units.
- 5.17.8. The Successful Bidder shall also maintain the common services, amenities (STP, UGT, Electrical Sub-Station, etc.).

INSTRUCTIONS TO BIDDERS

1. Brief Description of Bidding Process

- a) In order to identify and selection of entity for bulk selling of HIG, MIG & Studio Dwelling Units (DUs) of Aalayam Housing Project MDDA at Sahastradhara Road, Dehradun, on as-is where-is basis. MDDA intends to adopt open, transparent, competitive bidding process (the "Bidding Process").
- b) The evaluation of the Proposals would be carried out on H1 Criteria.
- c) In the qualification step, the qualification submission comprising information of the Bidders on their Technical capacity and Financial capacity for undertaking the Project would be evaluated. Based on this step, only those Proposals that meet the technical capacity and financial capacity as set out in this RFP Document for the Project would be qualified and their financial proposals would be opened for identification and selection of the Bidder to whom the Project, subject to the terms of RFP, be awarded (the "Selected Bidder").
- d) The bidder quoting the highest (H1) bid will be called for further discussions to sign of MoU, who shall be responsible for overall project and comply all the bye-laws and RERA guidelines.
- e) The Proposals would be evaluated on the basis of the qualification and evaluation criteria set out in this RFP Document in order to identify the Selected Bidder.

2. Procurement of Documents

The RFP Document can be downloaded from e-tendering website www.uktenders.gov.in or MDDA website www.mddaonline.in. A demand draft for Rs. 10,000/- (Rupees Ten thousand Only), including GST in favour of “Secretary, Mussoorie Dehradun Development Authority” payable at Dehradun, the above mentioned payment shall be made along with the submission of Proposal and the copy demand draft shall be Annexed with technical proposal.

3. Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of data, Applicable Laws and regulations or any other matter considered relevant by them.

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

4. Communications

All communications should be addressed to:

Vice Chairman

Mussoorie Dehradun Development Authority (MDDA)
Transport Nagar, Saharanpur Road,
Dehradun – 248001
Tel: 0135 – 6603100, 0135-6603115,
Fax: 0135 – 6603103
Email: info@mddaonline.in, pmumdda1@gmail.com

The Official Website of the Authority is: www.mddaonline.in

All communications, should contain the following information, to be marked at the top in bold letters:

“RFP for selection of entity for bulk selling of HIG, MIG & Studio Dwelling Units (DUs) of Aalayam Housing Project MDDA at Sahastradhara Road, Dehradun on as is where is basis.”

5. Proposal Evaluation

General

- a. Bidders are advised that the selection of bidder shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- b. The Bidder shall submit its Proposal in the form and manner specified in the RFP. The Technical Proposal and the Financial Proposal shall be submitted in the format as mentioned in this RFP. Upon selection, the highest Bidder shall be required to enter into an MoU with the Authority.
- c. The Technical Proposal shall not include any financial information.
- d. The Financial Proposal should be complete in all respect.
- e. The financial proposal should be prepared in **Indian Rupees**.
- f. **For Qualification, the bidder must fulfil the following conditions:-**

A proposal shall be rejected at this stage if the Bidders proposal found Non- Responsive

QUALIFICATION CRITERIA:

The Proprietors/Partnership Firms/Companies who fulfill the following requirements shall be eligible to apply. **Joint ventures/Consortium are accepted as per the conditions stipulated in the clauses below.**

The following requirements to be furnished by the bidders for **qualification** as per the RFP document:-

1. The Bidder/s shall be a Proprietor ship firm /Private Company/firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad or Partnership Firm/Limited Liability Partnership (LLP) firm incorporated under the Limited Liability Partnership Act, 2008 or under equivalent law in any other country. The Bidder/s shall be required to submit a true copy of its Incorporation Certificate, along with Proposal.
2. Bidder must have a Valid Goods & Service Tax (GST) Registration and Pan card (copy must be enclosed).
3. The Bidder/or any of its JV/ Consortium partner should not have been blacklisted/debarred/termination of contract except for reasons of convenience of Client by any Government/Public Company/ PSUs/funding agencies, etc. Declaration should be submitted on Stamp Paper.
4. Non-refundable Bid Document Fee of Rs. 10000/- (including GST) (Rupees Ten Thousand Only), through Demand Draft in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.
5. Earnest Money Deposit (EMD) of Rs. 94,00,000/- (Rupees Ninety Four Lakhs Only), through Demand Draft/Bank Guarantee/FDR in favour of Secretary, Mussoorie Dehradun Development Authority (MDDA) payable at Dehradun.

S.No.	Basic Requirement	Specific Requirement	Documents required
1	Bidder Net worth	The bidder should have a positive net worth in last three financial years (FY 2018-19, FY 2017-18, FY 2016-17).	Certificate from the statutory auditor/CA.
2	Eligible assignments for relevant technical experience	A. Development credentials: In last 7 years preceding the Proposal Due Date (PDD), National/Global experience of ongoing/completed development of Urban housing projects/ large scale townships/ integrated/affordable housing projects/ urban commercial development. i. One project of value not less than Rs. 60.80 Crores. “or” ii. Two projects of value not less than Rs. 38.00 Crores each. “or” iii. Three projects of value not less than Rs. 30.40 Crores each.	1. The bidder should submit project status certificate on the letter head of statutory auditor/CA. 2. RERA registration/relevant sovereign authority validation (in case of credentials shown are from country outside India) of the project, RERA registration of the entity in case the entity’s development credentials are submitted. 3. The declaration of the value of the project on the letter head of statutory auditor.

S.No.	Basic Requirement	Specific Requirement	Documents required
		<p>B. Investment Credentials:</p> <p>In last 7 years preceding the Proposal Due Date (PDD), National/Global experience of investments in Urban housing projects/ large scale townships/ integrated/affordable housing projects/ urban commercial development.</p> <p>i. One project of value not less than Rs. 60.80 Crores. “or”</p> <p>ii. Two projects of value not less than Rs. 38.00 Crores each. “or”</p> <p>iii. Three projects of value not less than Rs. 30.40 Crores each.</p>	<p>4. In case of Large Scale Ongoing Government Project, Bidder shall submit the Completion Certificate/Certificate from Statutory Auditor/Measurement of Bills (MB) for the project value as mentioned in eligibility criteria.</p> <p>5. Completion Certificates should clearly indicate (a) the date of completion of work (b) completed value of work. The completion certificate should be signed by an officer not below the rank of Executive Engineer or equivalent.</p> <p>6. In case of Large Scale Ongoing Private Project, Bidder shall submit the Certificate from Statutory Auditor for the project value as mentioned in eligibility criteria.</p>
3	JV/Consortium	<p>JV/consortium of not more than 3 firms is allowed.</p> <p>In case the subsidiary firm/parent firm wants to use the technical credentials of the parent firm/subsidiary firm, then Bidder/s can participate by forming Consortium/JV with wholly owned subsidiaries/holding companies/parent company to meet the technical qualification criteria.</p> <p>The collated strength of the consortium/JV shall be evaluated for technical qualification.</p>	<p>1. JV/consortium Agreement</p> <p>2. Letter of undertaking as per Format-8 on the letter head of the lead member.</p>

S.No.	Basic Requirement	Specific Requirement	Documents required
4	Legal Entity	<p>The Bidder/s shall be a Proprietor ship firm /Private Company/firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad or Partnership Firm/Limited Liability Partnership (LLP) firm incorporated under the Limited Liability Partnership Act, 2008 or under equivalent law in any other country.</p> <p>In case the bidder is registered/incorporated in a country outside India, the bidder shall submit the proof of having a registered office in India.</p> <p>In case of consortium, at least the one member of the consortium shall have registered office in India.</p>	<ul style="list-style-type: none"> - Certificate of Incorporation - GST Registration - PAN No.
5	Authorized Representative from Bidder	A power of attorney/ Board resolution in the name of the person signing the bid.	Original Power of attorney/Board resolution copy.
6	RERA	The bidder or the consortium partner whose development credentials are submitted for technical qualification, should be RERA registered.	RERA registration certificate.
7	Non-blacklisting	The bidder and consortium partner should not have been blacklisted /debarred /termination of contract except for reasons of convenience of client by any Government/Public Company/PSU/Funding Agencies, etc.	Declaration on stamp paper.

6. Evaluation of Technical Proposals

MDDA as a whole evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified. Only Responsive proposal will be evaluated further.

EVALUATION CRITERIA:

Technical Evaluation – Firm achieving qualification criteria will be eligible for opening of Financial Proposal. The following criteria's shall be supported by valid documents as per the tender formats.

7. Evaluation of Financial Proposals

- A) After the evaluation of Technical Proposal is completed, MDDA shall notify only those bidders whose proposals have been short-listed and the date and time for opening of financial proposals.
- B) The Financial Proposals shall be opened publicly in the presence of the bidder' representatives who choose to attend. There will be an Evaluation Committee constituted by MDDA for evaluation.
- C) The Evaluation Committee will determine whether the Technical and Financial Proposals are complete, correct any computational errors, etc.
- D) The bidders who has bid the highest amount (H1) will be invited for discussions/ clarifications for the purpose of signing a MoU.

Financial Bid evaluation criteria:

- a) The financial bids shall be evaluated based on H1 criteria i.e. the bidder quoting the highest composite value in the financial proposal, shall be considered as the selected bidder.

8. Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MDDA shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to MDDA for, inter alia, the time, cost and effort of MDDA including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to MDDA hereunder or otherwise.

9. Number of Proposals

No Bidder shall submit more than one Proposal for the Project. A Bidder applying individually or as an Associate shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

10. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including visits to the Authority, Project site etc. MDDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process

11. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;

- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred in this RFP;
- d) Satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- g) The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

12. Right to reject any or all Proposals

Notwithstanding anything contained in this RFP, MDDA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Without prejudice to the generality of Clause's, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by MDDA for evaluation of the Proposal.

13. Clarifications

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought under above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal 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 Authority.

14. Amendment of RFP

At any time before the submission of Proposals, MDDA may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the website www.uktenders.gov.in and www.mddaonline.in and will be binding on all of them. Bidder shall update themselves by visiting the website regularly, for not being updated by the bidders themselves, MDDA bears no responsibility. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals MDDA may, if the amendment is substantial, extend the deadline for the submission of Proposals.

15. Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

16. Proposal Due Date

Proposal should be submitted on or before date and time as mentioned in schedule of selection process at e-tendering website i.e. www.uktenders.gov.in and in the manner and form as detailed in this RFP document.

The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with RFP uniformly for all Bidders.

17. Late Proposals

Proposals received after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

18. Earnest Money Deposit (EMD)

The Bidder shall furnish as part of its Proposal, a EMD of Rs. 94,00,000/- (Rupees Ninety Four Lakhs Only) in the form of a Demand Draft/Bank Guarantee issued by one of the Nationalised/ Scheduled Banks in India in favour of the Secretary, Mussoorie Dehradun Development Authority payable at Dehradun (the "Bid Security"), The Selected Bidder's EMD shall be returned, upon the Bidder submitting the Performance Security at the time of signing the Agreement which shall be 5% of the Contract Value.

Any Bid not accompanied by the EMD shall be rejected by the Authority as non-responsive.

The Authority shall not be liable to pay any interest on the EMD and the same shall be interest free.

Applicants need to submit the valid proof for submission of EMD along with the proposal, RFP received without or with inadequate EMD shall be liable to get rejected without quoting any reason.

19. Submission, Receipt, and Opening of Proposal

19.1 The Bidder shall submit their Technical and Financial Proposals Online only. The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format given in the RFP.

19.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been

dually authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL". **The financial proposal shall be submitted online only and shall be signed digitally.**

- 19.3 The envelopes containing the EMD, Bid Document Fee, Original Power of Attorney etc. shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE 04:30 PM on 10/01/2020". MDDA shall not be responsible for misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **The Financial Proposal shall be submitted online only and shall be sealed digitally. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.**
- 19.4 **Online Submission:** Signed "Technical Proposal" shall be uploaded in the prescribed format and supporting documents along with scanned copy of EMD, Bid Document Fee and Power of Attorney as mentioned. Similarly, the original signed 'Financial Proposal' shall be placed in a digitally sealed envelope clearly marked 'Financial Proposal' and shall contain the financial proposal in the prescribed format.
- 19.5 The completed Proposal must be submitted online on or before the specified time. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

20. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 statutory entity and/or the Authority.

21. Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, by the Authority to the Selected Bidder and the Selected Bidder shall, on receipt of the LOA, sign and send the Letter of Acceptance of the LOA in acknowledgement thereof.

In the event the Letter of Acceptance of the LOA duly signed by the Selected Bidder is not received within 15 days, the Authority may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the Letter of Award, and the next Bidder may be considered.

22. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the MoU with MDDA.

23. Pre-Bid Meeting

Pre-Bid Meeting of the Bidders shall be conducted in accordance to the Schedule of the Selection Process at the designated date, time and place.

24. Miscellaneous

- 24.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 24.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection 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 Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- 24.3. 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.
- 24.4. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 24.5. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

25. Indemnity

The successful bidder shall adhere to the RERA guidelines and provision of the MoU/Agreement, in case of non-fulfillment The successful bidder shall indemnify MDDA for all the payment, fine, penalty imposed by any statutory authority and for any direct loss or damage caused to any deficiency in services.

FORMAT-1

Letter of Proposal

(On Lead Bidder's letter head)

(Date and Reference)

To,

.....

.....

.....

Sub: Selection of entity for bulk selling of HIG, MIG & Studio Dwelling Units (DUs) of Aalayam Housing Project MDDA at Sahastradhara Road, Dehradun on as is where is basis.

Dear Sir,

With reference to your Tender Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of

The proposal is unconditional and unqualified.

1. I/We acknowledge that the MDDA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Bidder for the aforesaid Project.
3. I/We shall make available to the MDDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of MDDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last seven (7) years, we or any of our 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 against the Applicant, 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.
6. I/We certify that in the last seven (7) years, we or any of our Associates have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of Client by any government/ government board/ corporation/ company/ PSU Company/ statutory body/ non-government in last 5 years.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Tender Documents, including any Addendum issued by the Employer;
 - (b) I/We do not have any conflict of interest in accordance to the Tender Document.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Applicants in accordance to the Tender document.
9. I/We declare that we/any member of Consortium, are is not a member of any other Consortium applying for Selection as a Bidder.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would 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.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or directors /managers/employees or against to be engaged team members.
13. I/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 Authority [and/ or the Government of India] in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above-mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right of whatsoever nature if work for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 180 (One Hundred Eighty Days) days from the PDD specified in the Tender.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in prescribed format.
17. In the event of my/our firm being selected as the Bidder, I/we agree to enter into an Agreement.
18. I/We have studied Tender Document and all other documents carefully. We understand that except to the extent as expressly set forth, we shall have no claim, right or title arising out of any documents or information provided to us by the MDDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Work.
19. The Financial Proposal is being submitted online along with the Technical Proposal separately digitally sealed. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder/ Lead Member)

FORMAT-2
ORGANIZATION CONTACT DETAILS
(On Lead Bidder's Letter Head)

S.No.	DETAILS	
1	Name of Organization	
2	Main areas of business	
3	Whether the firm has been blacklisted by any: Central Govt./State Govt./PSU/Govt. Bodies / Autonomous If yes, details thereof.	
4	Address of registered Office with telephone no. & fax (India)	
5	Contact Person with telephone no. & e-mail ID	

Enclose:

1. Copy of Certificate of Incorporation.
2. Copy of Article of Association in respect of 3 above
3. Undertaking in respect of 3 above (affidavit on Rs 100 stamp paper. In case of consortium/JV, all the members shall submit the same).

Signature of the applicant

Full name of applicant

Stamp & Date

FORMAT-3

EXPERIENCE IN RELATED FIELDS

(On Letter Head)

Overview of the past experience of the Bidder				
S.No.	Detail of Work/Project	Value of the project	Total Value of Project	Ongoing/Completed

Signature of the applicant

Full name of applicant

Stamp & Date

FORMAT-3(A)

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Relevant services carried out in the last seven (7) years that best illustrate qualifications

Firm's Name:

Assignment Name:		Country:
Location within Country:		Key professional staff provided by your Firm/ (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-months: Duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rs.):
Name of Associated Bidders, if any:		No. of months of key professional staff provided by Associated Bidders:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

FORMAT –4

FINANCIAL STRENGTH OF THE ORGANIZATION

(Equivalent in Rs. Crores)

Bidder	-----(<i>Name of Bidder</i>)				
FY	2016-17	2017-18	2018-19	Total	Average
Net Worth					
Certificate from the Statutory Auditor/Chartered Accountant					
<p>This is to certify that..... (<i>Name of the Bidder</i>) has Positive Net Worth and has received the payments and earned net profit and has Annual Turnover shown above against the respective years.</p> <p>Name of the audit firm/CA:</p> <p>Seal of the audit firm/CA:</p> <p>Date:</p> <p>(<i>Signature, name, registration no. and designation of the authorised signatory</i>)</p>					

FORMAT –5

FINANCIAL BID

Format for Financial Proposal / Price Bid

Name of the Bidder:

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Number#	Text#	Number#	Text#	Number#	Text#
Sl. No.	Item Description	Quantity	Units	Total Amount without Taxes	Total Amount in Words
1	2	3	4	6	7
1.	“Selection of entity for bulk selling of HIG, MIG & Studio Dwelling Units (DUs) of Aalayam Housing Project MDDA at Sahastradhara Road, Dehradun on as is where is basis.”	1	Nos		
Total in Figures					
Quoted Rate in words					

FORMAT –6

**DECLARATION
(Affidavit on Stamp Paper)**

All the information provided herewith is genuine and accurate.	
We have read the terms and conditions of the Request for Proposal and fully agree to comply by the requirements outlined in the terms of the Request for Proposal.	
Authorized Person's Signature.	

Signature of the applicant

Full name of applicant

Stamp & Date

FORMAT- 7

POWER OF ATTORNEY

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms..... son/daughter/wife of and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) 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 Request for Proposal for **Selection of entity for bulk selling of HIG, MIG & Studio Dwelling Units (DUs) of Aalayam Housing Project MDDA at Sahastradhara Road, Dehradun on as is where is basis** proposed by Mussoorie Dehradun Development Authority (the "Authority")including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Employer, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Employer.

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

In witness whereof we,the above named principal have executed this power of attorney on this Day of, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a 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.*

FORMAT-8
LETTER OF UNDERTAKING TO PARTICIPATE IN RFP IN JOINT VENTURE (JV)/CONSORTIUM

(On Letter Head of Lead member)

To,
The Vice Chairman
Mussoorie Dehradun Development Authority (MDDA),
Transport Nagar, Saharanpur Road,
Near ISBT, Dehradun-248001.

Sub: Submission of Request for Proposal document for.....

Dear Sir,

In response to the Request for Proposal published on XXXXXX for the above purpose, we would like to express interest to carry out the above proposed task. As instructed, we wish to submit that we have formed consortium/JV with the following firms/entities to participate in this request for proposal. In the event of our selection as per the process outlined in this RFP, our firm named..... shall be the lead member of the consortium and shall be the entity to be considered along with the consortium members for execution of the agreement MDDA.

We understand that the lead member shall be the principle agency responsible for the execution of the contract.

The consortium members are as follows:

- i.....
- ii.....
- iii.....

Sincerely Yours,

Signature of the applicant

Full name of applicant Stamp & Date

DRAFT MOU

Memorandum of Understanding

Between

Mussoorie Dehradun Development Authority (**MDDA**)

And

.....

For

**Selection of entity for bulk selling of HIG, MIG & Studio Dwelling Units
(DUs) of Aalayam Housing Project MDDA at Sahastradhara Road, Dehradun
on as is where is basis**

Draft Memorandum of Understanding (MoU)

This MOU is entered into on this day of,(Month), Two Thousand and at Dehradun.

BETWEEN

Mussoorie Dehradun Development Authority having its Office at Transport Nagar, Saharanpur Road, Dehradun (hereinafter referred to as the **MDDA**, through its, which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of **ONE PART (First party)**;

AND

..... having its Head Office at [.....] (hereinafter referred to as, through its, which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of **OTHER PART (Successful Bidder / Second Party)**.

WHEREAS,

1) About Mussoorie-Dehradun Development Authority (MDDA): -

Mussoorie Dehradun Development Authority (MDDA) was established in year 1984 under Uttar Pradesh Urban Planning and Development Act, 1973 with the objective of Planning and Development of the twin cities i.e. Mussoorie and Dehradun.

MDDA has been entrusted to sustain the glory of the city and to check the unplanned and haphazard development and bring planned development with the available resources.

MDDA is a local decision making agency and it is totally self-sufficient, capable of undertaking all sorts of activities for well-planned urban development.

2) About the Project: -

MDDA undertook the project of Integrated affordable group housing project of HIG, MIG, Studio, LIG and EWS DUs of MDDA at Sahastradhara Road, Dehradun with the objective of provision of quality housing facilities at affordable prices.

Number of units	
HIG	112
MIG	112
Studio	48
LIG	80
EWS	240
No. of Sold Units	
HIG	0
MIG	0
Studio	0
LIG	0
EWS	240
DPR Cost & Development Status	
DPR cost (In Crore)	₹124.04
Development status	36.21%
Selling price (on completed development)- In Lakh	
Selling Price – HIG	₹ 66.90
Selling Price – MIG	₹ 55.90
Selling Price – Studio	₹ 27.90

MDDA has floated this Request for Proposal to identify a suitable agency so that MDDA could sell all the DUs of HIG, MIG and Studio on as is where is basis. And in the manner as outlined in the Terms of Reference (TOR) MDDA invites Request for Proposal (RFP) comprising of Technical & Financial proposal.

AND WHEREAS the Second Party has been selected as a successful bidder and accordingly this Memorandum of Understanding (MoU) is being signed by and between the aforesaid parties to record the terms, conditions and covenants of the Implementation and arrangement for the Project.

NOW THIS MOU WITNESSETH AS FOLLOWS:

First Party/MDDA intends to sell the DUs of HIG, MIG and Studio apartments and Second Party intends to purchase the same and accordingly the Second Party participated in the bidding process and was selected as a Successful Bidder.

Now the First party and Second Party have agreed to enter into this MOU under the following terms and conditions:

- 1.1. The RFP document shall be deemed to form and be read and construed as part of this MOU.
- 1.2. The project level completion at the time of signing of agreement with the selected bidder to be assumed at 36.21%.
- 1.3. The rationalisation of physical and financial progress of the project to be done by a third party. The successful bidder shall appoint their own Independent Engineer/PMC for the said task. The PMC/Independent Engineer of MDDA and successful bidder shall jointly work to evaluate the financial and physical progress rationalisation. The final mutually agreed upon status of the project shall be presented before the co-ordination committee of MDDA and successful bidder. The status of the project development shall be finalised based on the consensus reached at the meeting and mutually agreed upon by both the parties. The expense for the services of the third party for the due diligence on physical and financial progress to be borne respectively by MDDA and the successful bidder for their own agencies.
- 1.4. A joint exercise for the drafting a mutually agreeable definitive binding Agreement to be undertaken by the MDDA and the successful bidder. The successful bidder shall appoint their own legal consultant for the said task. The legal consultants of both parties shall jointly work to evaluate the structuring of the agreement and finalisation of a mutually agreeable Agreement. The final mutually agreed Agreement shall be presented before the co-ordination committee of MDDA and successful bidder. The Agreement shall be finalised based on the consensus reached at the meeting and mutually agreed upon by both the parties. The expense for the services of the third parties to finalise the agreement to be borne respectively by MDDA and the successful bidder for their own agencies.

- 1.5. In the event that the project level completion mutually agreed upon between MDDA and the successful bidder is deviant from 36.21% (as outlined in the RFP), then the same shall be reflected through pro rata based adjustment in the final contract value of the project based on the adjustment in the price bid of the successful bidder, for the purpose of execution of the agreement to sale. The decision of MDDA shall be final and binding on both the parties.
- 1.6. The project DPR along with approved architectural plans shall be made available by MDDA to the Successful Bidder.
- 1.7. Upon signing the Agreement with the selected bidder, MDDA shall relinquish its rights to-
 - 1.7.1. Sell/book/allot any dwelling unit of HIG, MIG & Studio of the project from the date of signing of Agreement and
 - 1.7.2. Develop/award any development rights for HIG, MIG & Studio Dwelling Units within the site premise.
- 1.8. The task mentioned in Clause 1.3 shall be completed in 8 week times not exceeding 12 weeks. The timeline includes the identification and deployment of a suitable professional agency as the third party.
- 1.9. The bidders in this RFP shall be evaluated on the basis of qualification criteria as outlined in the RFP. Financial bids of only those bidders who meet the qualification criteria, shall be opened.
- 1.10. As part of financial bid, the bidders shall be selected on the basis of H1 criteria i.e. the bidder quoting the highest composite value in financial proposal, shall be considered as the selected bidder.
- 1.11. The bidders shall submit the financial proposal online only in the format given in this RFP.
- 1.12. A joint exercise for the extension of the RERA timelines to be undertaken by the MDDA and the Successful Bidder. The Successful Bidder shall appoint their own RERA consultant for the said task. The expense for the services of RERA consultant to get RERA

timelines and approvals to be borne by the Selected Bidder.

1.13. The selected bidder shall be required to submit Bank Guarantee of the first payment milestone during the signing of MOU enclosed with this RFP. The same shall be returned to the successful bidder upon completion of the tasks outlined in Clause 1.3 and the successful bidder shall be required to make the payment of the first milestone against the same on the same day.

1.14. The selected bidder shall make the payment to MDDA towards the purchase of the DUs in such a manner that either MDDA is absolved of the outstanding loan that MDDA has taken for the project limited to the development of the HIG, MIG and Studio DUs, in time not exceeding 06 quarters or the interest payment on any outstanding loan thereafter shall be the sole responsibility of the selected bidder⁴. The payment milestone shall be detailed out in the mutually agreed Agreement to be finalized at a later stage as detailed out in Clause 1.4 above.

1.15. In any case, the total time taken to make the complete payment by the selected bidder, shall not exceed 06 quarters from the date of signing of the agreement.

1.16. Payment milestone

S.no	Per cent Share (%) of the total payment	Timeline in months (T=Signing of Definitive Binding Agreement)
1	Performance Bank Guarantee for 10% of the FINANCIAL BID CONSIDERATION	Before Signing of Memorandum of Understanding
2	10% of the TOTAL AGREED CONSIDERATION	T (signing of Definitive Binding Agreement)
3	15% of the TOTAL AGREED CONSIDERATION	T+3 months
4	15% of the TOTAL AGREED CONSIDERATION	T+6 months

⁴The payments by second party towards interest servicing of the first party in such case shall be over and above the payment by second party outlined in MOU.

5	15% of the TOTAL AGREED CONSIDERATION	T+9 months
6	15% of the TOTAL AGREED CONSIDERATION	T+12 months
7	15% of the TOTAL AGREED CONSIDERATION	T+15 months
8	15% of the TOTAL AGREED CONSIDERATION	T+18 months

1.17. MDDA responsibilities:

- 1.17.1. Site free from encumbrances within 2 months not exceeding 3 months of signing of agreement with the selected bidder.
- 1.17.2. All the necessary and statutory approvals from the relevant authorities.
- 1.17.3. The DPR, approved layouts, working drawings etc. of the project shall be made available by MDDA to the selected bidder.
- 1.17.4. MDDA shall ensure the external infrastructure/connectivity to the site.

1.18. Successful Bidder's Responsibilities:

- 1.18.1. The Selected Bidder shall be required to submit Performance Guarantee of the first payment milestone before the signing MOU enclosed with this RFP. The same shall be payable after the activities outlined in Clause 5.2 of this RFP.
- 1.18.2. The Selected Bidder shall work in adherence to development control norms and compliance with all the building by-laws.
- 1.18.3. Drawings and DPR of the project shall be binding on the Selected Bidder and shall work according to the approved Drawings and DPR.

- 1.18.4. The Selected Bidder shall be required to sign the mutually agreed Definitive Binding Agreement and make the payment of the first milestone of Total Agreed Consideration on the same day as per the Payment Milestone given in Clause 5.15.
- 1.18.5. The Successful bidder can revise the lay-out, site plans limited to HIG, MIG and studio as per the current bye-laws. In such case, the selected bidder shall be required to re-submit the drawings for approval by MDDA. The same shall be done with prior permission from and adherence to RERA guideline in this regard. The RERA guidelines shall be binding provision.
- 1.18.6. The Successful bidder shall not change purpose of the project. It shall remain the housing project.
- 1.18.7. The Successful Bidder shall not intervene/cause hindrance or obstruction in any manner in the services, amenities (STP, UGT, Electrical Sub-Station, etc), approach road of EWS and LIG Dwelling Units.
- 1.19. The Successful Bidder shall also maintain the common services, amenities (STP, UGT, Electrical Sub-Station, etc.).

2. Delay in Payment

That any delay or lapse on the part of the Second Party in making the payment as detailed in the payment schedule of this MOU as well as RFP, the First Party reserves the right to terminate this MoU after giving reasonable opportunity to the Second Party to show cause or make payment to the satisfaction of the First Party within a period of 15 days.

3. Termination

First party may, by written notice of 15 days to the Second Party, terminate this MoU on breach of any responsibilities assigned to the Second Party or any of the terms and conditions of this MoU.

4. Dispute Redressal:

- (i) In case of disputes or differences arising between the First Party / MDDA and the Second Party ----- relating to any matter arising out of and/ or connected to the terms of this MoU, whether during or after execution of the Project, the same shall be settled amicably through mutual discussions and in case no solution is reached, the said dispute shall be referred to the Sole Arbitrator to be appointed mutually by both the parties. The proceedings of the Arbitration shall be held at Dehradun as per the provisions of the Arbitration and Conciliation Act, 1996 with amendments.
- (ii) The award of the **Arbitrator** shall be binding on both the parties and the cost of arbitration shall be shared equally by the parties.

5. Jurisdiction:

That both the parties agree that the jurisdiction to decide such dispute shall be at Dehradun and at no other place. Both the parties specifically agree that Civil courts shall have no jurisdiction over the matters arising out of this MOU.

6. Modification:

That both the parties agree that any term and conditions of this MOU can be amended/altere d/added/deleted with the written consent of the parties for smooth and efficient execution of the project.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of MDDA

In the presence of: -

1)

2)

SIGNED, SEALED AND DELIVERED

For and on behalf of

.....

In the presence of: -

1)

2)