



# **ODISHA STATE HOUSING BOARD**

## **REQUEST FOR PROPOSAL**

for

Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar

Notice no- 3020/S&C-18/20/OSHB, Dated-15.03.2024

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## 1. SCHEDULE OF E-AUCTION

S.no	Event Description	Date
1.	Issue of Advertisement	15/03/2024
2.	Uploading of RFP in OSHB Website <a href="https://oshb.org/tender-advertisements/">https://oshb.org/tender-advertisements/</a>	02/04/2024
3.	Last date of receiving queries through email to <a href="mailto:secretary@oshb.org">secretary@oshb.org</a> with a copy to oshbpmuengg@gmail.com	09/04/2024 by 17.00 Hrs.
4.	Pre- Bid Meeting (in Conference Hall, OSHB Office, Bhubaneswar)	at 12:00 hours on 10/04/2024
5.	OSHB's response to queries / issue of Addendum / Corrigendum in OSHB website	18/04/2024
6.	Last date of Proposal Submission	till 17:00 hours on 30/04/2024
7.	Opening of Technical Proposal	at 12:30 hours on 01/05/2024
8.	Communication to Eligible / Qualified bidders through E-mail	08/05/2024
9.	Opening of Financial Proposals (Sealed Envelopes-II)	15/05/2024 (at 15.30 Hrs.)
10.	Date of e-Auction	at 11:00 hours onwards 22/05/2024

## 2. DISCLAIMER

1. Though adequate care has been taken in the preparation of the RFP, the Bidder(s) should satisfy itself/themselves that it is complete in all respects. Intimation of discrepancy, if any, should be intimated to OSHB immediately, but in any case, not later than the date mentioned in the RFP. Non-receipt of any such intimation by the due date shall be deemed to be a confirmation that the Bidder is satisfied about the completeness of the RFP in all respects.
2. Neither OSHB, nor its employees, consultants, advisors accept any liability or responsibility for the accuracy or completeness of nor make any representation or warranty, express, or implied, with respect to the information contained in the RFP, or on which the RFP is based, or any other information or representations supplied or made in connection with the Selection Process.
3. The RFP does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The RFP is not intended to provide the basis of any investment decision and each prospective Bidder must make its own independent assessment in respect of the Project. No person has been authorised by OSHB to give any information or to make any representation not contained in the RFP.
4. Nothing in the RFP is, or should be relied on, as a promise or representation as to the future. In furnishing the RFP, neither OSHB, nor its employees, consultants, advisors undertake to provide the recipient with access to any additional information or to update the RFP or to correct any inaccuracies therein which may become apparent. OSHB, its employees, consultants, and advisors reserve the right, without prior notice, to change the procedure for the identification of the Preferred Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project without assigning reasons thereof.
5. Neither OSHB nor its employees or consultants will have any liability to any prospective Bidder or any other person under law, equity or contract, or otherwise for any alleged loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the RFP, any matter deemed to form part of the RFP, the award of the Project, the Project information and any other information supplied by or on behalf of OSHB or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
6. OSHB reserves the right to change, modify, add to or alter the Bid Process including inclusion of additional evaluation criteria. Any change in the Bid Process shall be published in OSHB website.
7. OSHB reserves the right to change any or all of the provisions of the RFP or abandon/withdraw the RFP without assigning any reason whatsoever. Such changes will be published in OSHB website.
8. OSHB reserves the right to reject any or all of the Bids submitted in response to the RFP at any stage without assigning any reasons whatsoever.
9. The intending bidders are free to inspect the site of schedule plot at their cost and risk before filing the bid. Any objections, if any, after filing of bid, concerning the schedule plot on its situation/advantages/disadvantages shall not be entertained.

### 3. DEFINITIONS

BDA	Bhubaneswar Development Authority
BDA (Planning and Building standards) Regulations	BDA (Planning and Building standards) Regulations 2018 and BDA (Planning and Building standards) Amended Regulations 2022 and as amended over and over.
Bid	The proposals submitted by the Bidders in response to the RFP.
Bid Process	The various activities leading up to the selection of the Preferred Bidder, including without limitation, the issuance of the RFP, submission of Bids and scrutiny and evaluation of such Bids.
Bidder	Bidding Company, as defined below, that has submitted a Bid in response to this RFP.
Bidding Company	The Bidding Company / Bidder would necessarily have to be an Eligible Entity.
BMC	Bhubaneswar Municipal Corporation
Capability	The technical and financial eligibility of the Bidder to be assessed in accordance with Section 5.1 of the RFP.
Commercial Offer	Commercial Offer means the offer with respect to the Quoted Bid Amount in E-auction over and above the base price (determined based on highest financial proposals of bidders) as stipulated in clause no. 6.4 of RFP.
Developer	The Preferred Bidder selected for the implementation of the Project who would enter into the deed for transfer of ownership with OSHB.
Eligible Bidder	Bidders who are qualified / short listed after evaluation of the Eligible and Qualification Criteria as per Clause 5.1 of the RFP. The Eligible Bidders will also mean 'Qualified Bidders'.
Effective Date	The date on which the deed for transfer of ownership is executed between OSHB and the Developer.
FAR	Floor Area Ratio allowable in accordance with the prevailing (Planning and Building Standards) of the Competent Authority

GoO	The Government of Odisha
Letter of Intent	Letter to be issued to the Preferred Bidder inviting it to sign the deed for transfer of ownership on fulfilment of the conditions laid out in this RFP document.
ODA Rules	Odisha Development Authorities (Planning and Building Standards) Rules 2020 as amended over and over.
ORERA	Odisha Real Estate Regulatory Authority constituted under RERA Act-2016 as amended over and over.
OSHB	Odisha State Housing Board constituted under OSHB Act,1968.
Performance Security	Performance Security shall mean 5% of Quoted Bid Amount in e-auction in the form of a Bank Guarantee from a Nationalised Bank to be paid by the Developer during Instalment II as defined in section 5.22.2 of the RFP.
Policy for Housing	“Odisha Housing for All Policy for Urban Areas, 2022” as amended from time to time.
Preferred Bidder	Preferred Bidder is the Bidder ranked one as per the process set out in Section 6.4.1of the RFP.
Project	The Project refers to the development of a Residential Apartment Project over Ac. 4.65 dec. of land in Mouza Ranasinghpur under Bhubaneswar Tehsil, Khadra District, Odisha as per the conditions of the RFP, any subsequent detailed document provided by OSHB as part of the Bid Process, and as per the terms of the RFP / deed for transfer of ownership between the Developer and OSHB.
Project Construction Period	Project Construction Period is for the duration of <b>Six (6)</b> years from Date of Execution of deed for transfer of ownership.
Quoted Bid Amount	Quoted Bid Amount shall mean the Commercial offer quoted by the Bidder in E-auction Process.
Qualified Bidders	Bidders who are qualified / short listed after evaluation of the Eligible and Qualification Criteria as per Clause 5.1 of the RFP. The Qualified Bidders will also mean ‘Eligible Bidders’.
Request for Proposal (RFP)	The Request for Proposal refers to this document,
Selection Process	Same as 'Bid Process'.

**Subsidiary**

For a Bidding Company, only those entities would be "Subsidiary(ies)" in which the Bidding Company:

Hold more than 50% of the voting securities, either directly or indirectly, in case the relevant entity is a company. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies in which event, the percentage holding would be considered on proportionate terms,

OR

Is a partner with more than 50% of share of the profits in case the relevant entity is a partnership firm.

## 4. PROJECT

### 4.1. INTRODUCTION

To cater to the Housing Requirements of Bhubaneswar, OSHB intends to select a Developer to develop a Residential Apartment Project with required amenities and facilities at Mouza Ransinghpur in Bhubaneswar. The Project is aimed towards meeting the growing need for quality Housing in Bhubaneswar. Through this RFP, OSHB shall allot the land spread over in area of around Ac. 4.65 dec. in Mouza Ransinghpur Bhubaneswar.

### 4.2. PROJECT CONCEPT

- i) The selected agency / Developer shall have to provide quality residential facility as per prevailing regulations. The said land parcel is to be allotted on “As is where is and whatever there is” basis.
- ii) OSHB’s role is to transfer the litigation free land parcel to selected bidder / developer on receipt of full quoted bid amount as stipulated in Clause 4.9 of this RFP and the selected bidder is responsible for development of land parcel as stipulated in clause 4.7 of this RFP.
- iii) The selected bidder / developer would be responsible for financing, planning, designing, construction of the building with modern infrastructure development, marketing and maintenance of the project meant for all income categories, as per the provisions permissible under BDA (Planning and Building standards) Regulations 2018; BDA (Planning and Building standards) Amendment Regulations 2022; ODA Rules-2020, Odisha Housing for All Policy for Urban Areas, 2022; Other Government and BDA/BMC circulars; ORERA Rules; other prevailing guidelines, norms, permissions, licenses and Environmental norms, rules with amendments from time to time. The selected bidder / developer shall have to develop the project (including affordable housing units) as per norms applicable to Govt. Agency as pre prevailing “Odisha Housing for All Policy for Urban Areas, 2022” as amended from time to time.

Note:-

Provisions of Odisha Housing For All Policy for Urban Areas, 2022 are as follows-  
“*Clause no. 4.1.2.1 - All housing schemes by government PDAs shall earmark at least 20% of the Carpet Area in all its housing schemes for Affordable Housing Units.....*”  
(for further details, please refer the Odisha Housing For All Policy for Urban Areas, 2022)

- iv) OSHB intends to select the preferred bidder / developer through a process of transparent & competitive E-bidding through auction process, wherein the bidders would be selected on the basis of their technical eligibility and the quoted amount in E-auction platform. The auction shall be conducted by OSHB through their authorised E-auction platform.
- v) OSHB will only handover the litigation free land parcel with demarcation to the successful bidder after completion of all the formalities. OSHB, in no way whatsoever, will be held responsible for any sort of litigation relating to the project to be developed by the successful bidder. Any penalty during the execution of the project, any

contractual obligations are the liabilities of the successful bidder. Refer Clause 4.3 to 4.7 for details of Land Parcel, Development Norms.

- vi) The project should offer and include the best practices in the industry with use of reputed brands, fixtures and quality construction.
- vii) The successful bidder shall adhere to the Payment Schedule (Clause 4.9) and Project Phasing and Development Milestones (Clause 4.7).

### **4.3. DETAILS OF LAND PARCEL AND DEVELOPMENT NORMS**

#### **4.3.1. Details of Land Parcel**

- i) The Project site with an extent of Ac 04.65 dec. of Government land in Mouza Ranasinghpur, Bhubaneswar Tahasil, Khorda District, Odisha is facing the existing main road, opposite to AIIMS, Bhubaneswar, having plot numbers 11/1440(P), Khata Number 407, at Village / Mauza- Ransinghpur under Bhubaneswar, Tahasil.
- ii) This plot of land is offered on “as is where is basis and whatever there is basis”.
- iii) The intending bidder/applicant may inspect/visit/ascertain/confirm the site to satisfy himself about the locality, approach to the site, commercial potential & risks, etc., before submission of bid. Objections if any, after submission of bid concerning the plot shall not be entertained. OSHB will facilitate the site visit for the intending bidders.
- iv) The area of land may slightly vary subject to final measurement at the time of handing over possession and in such case the selected bidder / developer shall be obliged to pay or deduct the variation amount accordingly adjusted on pro-rata basis.
- v) The land has been allotted to OSHB on lease hold basis and OSHB has applied to Govt. of Odisha to convert the land from lease hold to free hold. The deed for transfer of ownership of the land will be made either on lease hold or free hold basis as per the status prevailing at that time after compliance of full payment and other requirements.
- vi) All the required processing fees, conversion charges, other miscellaneous dues towards stamp duty, registration charges as applicable for the purpose of execution of deed for transfer of ownership of the land shall be borne by the selected bidder / developer after intimation by OSHB. The GST as applicable shall have to be paid accordingly by the selected bidder / developer as per GST Act.

#### **4.3.2. Development Norms**

- i) The project site proposed for auction shall be for the development of a residential apartment project as per norms applicable to Govt. Agencies / OSHB, as defined in the “Odisha Housing for All Policy for Urban Areas, 2022” for all income categories. The selected bidder / developer shall undertake the development as per the permissible BDA (Planning and Building standards) Regulations 2018; BDA (Planning and Building standards) Amendment Regulations 2022; ODA Rules-2020; Odisha Housing for All Policy for Urban Areas, 2022; Other Government and BDA/BMC circulars; ORERA Rules; other prevailing guidelines, norms, permissions, licenses and Environmental norms, rules with amendments from time to time. The

selected bidder / developer shall be abided by all applicable laws pertaining to this project.

- ii) The Selected bidder / developer shall be required to develop the Project area based on the following guidelines:

S.no	Component	Area
1.	Total Project Area	Ac. 4.65 dec.
2.	Open Area	As per ODA Rules 2020 / BDA/BMC norms, Odisha Housing for All Policy for Urban Areas, 2022, as amended from time to time
3.	Covered Area	As per ODA Rules 2020 / BDA/BMC norms, Odisha Housing for All Policy for Urban Areas, 2022, as amended from time to time
4.	Minimum FAR on Total Project Area	The selected bidder / developer shall have to develop the project <b>achieving minimum FAR of at least 2.00 for the entire project area</b> within the allowed project construction period (as per clause no.4.7) and shall be as per ODA Rules 2020 / BDA/BMC norms, Odisha Housing for All Policy for Urban Areas, 2022, as amended from time to time.
5.	Maximum Permissible Built-up area	As per ODA Rules 2020 / BDA/BMC norms, Odisha Housing for All Policy for Urban Areas, 2022, as amended from time to time

- iii) Non-adherence to the mentioned Development Mix as per applicable ODA Rules 2020 / BDA/BMC / Odisha Housing for All Policy for Urban Areas, 2022 norms shall be deemed as an event of default by the selected bidder / developer.

#### 4.4. CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

- 4.4.1. After issuance of the LOI, the Selected bidder / developer is required to pay the 25% of the quoted bid amount within a period of 60 days from the issuance of the LOI, after which the allotment order will be intimated with detailed terms and conditions as per RFP and the bidder shall be authorised to apply to BDA / BMC, all other statutory authorities for approval of the building plan for the proposed project.
- 4.4.2. The transfer of ownership of the land shall be made after payment of full quoted amount and compliance of other requirements. The project phasing and development milestones will be as per Clause no. 4.7 of this RFP.
- 4.4.3. The Selected Bidder / Developer shall construct and develop the Project and do all such acts, deeds and things as may be necessary and expedient for that purpose and the Selected Bidder / Developer shall
- obtain or cause its agents, Contractors and sub-contractors to obtain all the approvals required to carry out the construction of the Project in accordance with Applicable Laws. OSHB may facilitate in the process of getting such approvals.
  - either itself or through Contractors appointed in accordance with the terms of this RFP, procure at its own risk all services necessary for the construction and development of the Project including electricity, water, materials and labour; and
  - provide the services and shall bear and pay the entire costs and expenses with regard to all such acts, deeds and things as stated in (a) and (b) above.

4.4.4. The Developer shall furnish to OSHB or its authorised engineer the Progress Report within 15 days of receipt of notice from OSHB in writing.

4.4.5. In the event of any delay in execution of the project as per development phasing/milestone submitted to ORERA, any penalty if imposed by ORERA/ any court of law / any complaint from the allottees for such delay / deviation from approved plan of BDA/BMC/ any statutory authorities, the Selected Bidder / Developer will be solely held responsible before the appropriate authority for such lapses.

#### **4.5. MARKETING OF THE PROJECT**

4.5.1. The Selected Bidder / Developer shall be solely responsible for the marketing of the Built-up Project Area to potential tenants and shall make its best endeavours in this regard. The Selected Bidder / Developer shall undertake all marketing activities in this regard at its own costs and expenses. OSHB agrees to provide marketing support to the Developer on a best effort basis, including participating in marketing road shows to be organised by and at the cost of the Selected Bidder / Developer.

4.5.2. During marketing of the project, the Selected Bidder / Developer may announce it as a project developed over land availed from OSHB with full knowledge that OSHB will not have any obligation to buyers / tenants.

#### **4.6. OPERATION & MAINTENANCE OF THE PROJECT**

4.6.1. The Developer shall operate and maintain the Project as per all prevailing Acts/Rules/Regulations as applicable to real estate development project.

#### **4.7. PROJECT PHASING AND DEVELOPMENT MILESTONES**

(i) The developer shall develop the project as per the project phasing and development plan/milestone submitted to ORERA and other Competent Authorities, for obtaining approvals and ORERA Registration.

(ii) The Selected Bidder / Developer shall undertake the development of entire project in accordance with following indicative development milestones.

<b>Milestone no.</b>	<b>Description of Milestone</b>	<b>Time for Achieving the Milestone</b>
<b>PHASE I</b>		
Milestone 1	Finalization of the Engineering Documents, Designs & Drawings for the entire project.	Within 365 days from the date of transfer of ownership of land to the Selected Bidder / Developer.
Milestone 2	Submission of documents, Designs, drawings and plans to the statutory authorities and approvals from all Statutory approvals; Obtaining approval from ORERA and start of construction.	
<b>PHASE II</b>		

<b>Milestone no.</b>	<b>Description of Milestone</b>	<b>Time for Achieving the Milestone</b>
Milestone 3	Project Construction and obtaining Occupancy Certificate (OC)-	Within Six (6) years from the date of transfer of ownership of land to the Selected Bidder / Developer.
Milestone 4	Maintaining the project as per ORERA Guidelines	As per provision of RERA Act.

- (iii) The time schedule specified in the above Development Milestones has to be strictly adhered to by both parties.
- (iv) The Project construction period is kept as Six (6) years from the date of transfer of ownership of land to the Selected Bidder / Developer either by way of Lease Deed / Conveyance deed as mentioned Clause no. 4.3.1(v). However, the construction period may be extended by OSHB to a maximum period of One (01) year beyond the scheduled timeline on payment of delay liquidation damage @ 2.00% of the quoted bid amount per annum (to be calculated on pro rata basis) for each day of delay granted by OSHB.
- (v) In case of any further delay beyond the defined construction period including the extended period with penalty, OSHB may either grant further extension up to maximum period of One (01) year on payment of delay liquidation damage @ 4.00% of the quoted bid amount per annum (to be calculated on pro rata basis for each day of delay granted by OSHB). No further time extension shall be allowed. In case the project is not completed within the extended period, OSHB will reclaim the land along with forfeiture of all deposits and performance security.
- (vi) In case of non-compliance by the Selected Bidder / Developer, the selected bidder / developer shall have to pay the above mentioned delay liquidated damage to OSHB and also OSHB shall have the rights to encash the Performance Security (Bank Guarantee).
- (vii) The Developer shall submit reports comprising the process for meeting the Development Milestones of the Project to OSHB as stipulated above in clause 4.7 (ii);

#### **4.8. CONTRACTUAL ARRANGEMENT**

- (i) The Bidders shall be required to submit their technical proposal and financial proposal (Physical Copy submission). The qualified bidder shall participate in E-Auction as per the provisions of the RFP document. Bidders who meet the Eligibility Criteria as stipulated in Clause 5.1 of the RFP shall be declared as the Eligible Bidders / Qualified Bidders.

The financial proposals of the qualified bidders shall be opened on the scheduled date and time in presence of the bidders. The financial proposals shall be ranked, and the highest financial proposal quoted by any qualifier bidder shall become the base price in the E-auction platform.

The Qualified Bidders shall only be eligible to participate in E-auction process and quote their Commercial Offer in E-auction platform (over and above to the base price

derived). Bidder quoting the highest Commercial Offer in the E-auction shall be selected as the Preferred Bidder.

- (ii) After the selection of the preferred bidder, OSHB will issue a Letter of Intent (LOI) requiring the bidder to accept the LOI within 15 days from the issue of the LOI.
- (iii) The Selected Bidder / Developer shall have to pay 25% of bid amount (Commercial offer placed in E-auction platform) within 60 day of issuance of LOI, after which, the allotment letter shall be issued by OSHB.

Note- After issuance of allotment letter, if the selected bidder fails to pay the balance amount within the stipulated period (including extended period), the entire amount deposited by the bidder shall be forfeited including cancellation of the LOI and allotment letter.

- (iv) The Selected Bidder / Developer shall have to pay the full quoted bid amount as per the payment schedule indicated in the RFP, before transfer of ownership within a period of one hundred and eighty (180) days from the issue of LOI (before execution of deed for transfer of ownership).
- (v) The deed for transfer of ownership shall be executed by both the parties, i.e., OSHB and the Selected Bidder/Developer within 60 days of receipt of full quoted bid amount (in E-auction platform) and GST as applicable and other applicable charges as stipulated in section 4.9 of this RFP, only after which the Project area and possession will be transferred to the Successful bidder / Developer .

#### 4.9. PAYMENT SCHEDULE

- 4.9.1. The land parcel will be allotted to the successful bidder with the highest quoted bid amount through e-auction, with following details:

Area of the land parcel	Reserve Price / Upset Price (in Rs.)*	EMD (in Rs.)**	Application Fee (in Rs.)**
4.65 Acre	Rs. 47.29 Cr. /- (Ref. Clause 5.22.4)	Rs. 4.73 Cr. /- (Ref. clause 5.22.1 )	Rs. 53,100/- (Rs.45000 /- + GST@18%) in shape of Demand Draft (Refer Clause 5.22.3)

\*The Reserve price / upset price is excluding GST. GST, Statutory dues / taxes and other required charges as applicable will have to be paid extra over the quoted bid price.

\*\* Bids which are not accompanied by Application fee and Earnest Money Deposit shall be rejected by OSHB as “Non-Responsive”.

The bidders shall have to quote over and above to the reserve price / upset price (indicated above) in their financial proposal (envelope-II). **The highest bid amount in the financial proposal shall become the base price in E-auction platform.**

Any bidder quoting financial proposal (in envelope-II) below the reserve price / upset price indicated above shall be cancelled and his EMD shall be forfeited.

4.9.2. **Payment detail and timelines:** The Selected Bidder/Developer is required to make the payment of Quoted Bid Amount to OSHB in maximum two (2) instalments as per the following timelines:

Instalment no.	Description of Payment timelines by Selected Bidder / Developer to OSHB	Percentage of Payment
<b>Instalment I</b>	On or before 60 days of issue of Letter of Intent (LoI) by OSHB.	25% of the Quoted Bid Amount (GST as Applicable will have to be paid separately).  <i>i.e 25% of the Quoted Bid Amount less the Earnest Money Deposit (EMD) amount paid to OSHB by the selected bidder during the bidding stage. Refer Clause 5.22.1 for EMD.</i>
<b>Instalment II</b>	On or before 180 days from issuance of LOI (before signing of deed for transfer of ownership).	75% of Quoted Bid Amount (GST as Applicable will have to be paid separately)  +  Performance Security of 5% of Quoted Bid Amount in the form of Bank Guarantee from Nationalised bank.

- a) GST, Statutory dues / taxes, Legal charges, registration, conversion, stamp duty, other charges as applicable will be payable by the bidder extra over the quoted bid amount.
- b) Payment of all statutory dues towards registration charges, stamp duty, all taxes, ancillary and incidental fees including processing fee, conversion charges towards conversion of the land from lease hold to free hold and applicable GST, etc. will be the sole responsibility of the Selected Bidder / Developer.
- c) No interest shall be charged on the amount if it is paid within the stipulated time period as per clause 4.9.2. If payments are not done within the stipulated period, then extension can be given by OSHB at its discretion on payment of applicable rate of interest.
- d) In no case the extension timeline should not exceed 180 days from the scheduled instalment due dates of Instalment II.
- e) In extension period, the then existing SBI MCLR rate (in percentage) + 2% per annum simple rate of interest will be levied on the outstanding Instalment of Quoted Bid Amount from the next day of payment due date of respective Instalment as stipulated in Clause 4.9.2. GST will be applicable on the interest.

4.9.3. **Performance Security:** A Performance Security of 5% (five per cent) of Quoted Bid Amount in the form of a Bank Guarantee from a Nationalised bank has to be submitted

along with Instalment II as stipulated above in clause 4.9.2. This Performance Security may be released by OSHB to the Selected Bidder / Developer on or after completion of defect liability period as per RERA Act..

#### **4.10. GENERAL OBLIGATIONS OF THE SELECTED BIDDER/DEVELOPER**

- 4.10.1. The Selected Bidder / Developer shall obtain (or cause its agents, contractors and sub-contractors to obtain) all the permissions required to carry out the construction activity. The Selected Bidder / Developer shall comply with all applicable law including the rules and regulations laid down by statutory or other authorities with respect to development and sub-lease / license of units in the Project area;
- 4.10.2. The Selected Bidder / Developer shall comply with the Development Milestones indicated in this RFP;
- 4.10.3. The Selected Bidder / Developer shall develop and maintain the Project as per RERA norms and / or as may be agreed between the Parties;
- 4.10.4. The Selected Bidder / Developer shall submit quarterly reports comprising the process for meeting the Development Milestones, marketing, operation and maintenance of the Project to OSHB;
- 4.10.5. The Selected Bidder / Developer may employ / engage third parties (including agents, contractors and sub-contractors) for the construction phase but shall be fully and exclusively responsible for all acts, omissions, deeds and things of such persons. Such employment/engagement shall not absolve the Selected Bidder / Developer of any of its obligations and liabilities (express or implied) under the RFP and deed for transfer of ownership, it being further clarified that any payments or sums to be paid to such third parties or any compliance with any Applicable Laws shall be the sole responsibility of the Selected Bidder / Developer. In no way, OSHB will be liable for any statutory liability under any Act including but not limited to the Employees Provident Fund Act, Employees State Insurance Act, Minimum Wages Act etc. in respect of the employees, agents, workers engaged by the Selected Bidder / Developer, it's Agents and Sub-lessees/Sub-concessionaires;
- 4.10.6. The Selected Bidder / Developer shall be solely responsible for the development of the Project and for all costs and expenses incurred by it in connection therewith. The Selected Bidder / Developer and other third parties contracted or employed by them shall be solely responsible for directing and supervising the activities of all persons involved in the implementation of the Project;
- 4.10.7. The Selected Bidder / Developer will be responsible for internal infrastructure linkages required for the Project like road, electricity supply, water supply, wastewater and solid waste disposal and storm water drainage. OSHB may facilitate for the provisions with respective Government department and agencies at no cost to itself and it shall be the responsibility of the Developer to fulfil any monetary or other compliances as may be required by such Government Department and Agencies;
- 4.10.8. The Selected Bidder / Developer shall ensure that no damage is caused to any property belonging to OSHB in the execution of the construction activity;

- 4.10.9. The Selected Bidder / Developer shall allow the OSHB officials / Independent Engineer and OSHB's nominated persons clear access to the Project site and all its facilities during the pre-construction, and construction period. Access to OSHB's nominated person shall be allowed by the Selected Bidder / Developer during post-construction operation period on written request and during reasonable hours;
- 4.10.10. The Selected Bidder / Developer shall be solely responsible for marketing the Built-up Project Area and shall bear all the costs associated with the marketing activity;
- 4.10.11. The Selected Bidder / Developer shall be solely responsible for the security of its assets in the Project area at its own cost;
- 4.10.12. The Selected Bidder / Developer shall be responsible for the security of the Project land from the Effective Date and shall ensure that there are no encroachments on the entire area allocated for the proposed complex;
- 4.10.13. The Selected Bidder / Developer shall be responsible for payment of all statutory taxes including GST, duties in respect of the Project land and the assets built over the same to the appropriate authority including OSHB from the Effective Date; and
- 4.10.14. The Selected Bidder / Developer shall be responsible for the operations, management and maintenance of the Project as per prevailing Acts / Rules / Regulations.

#### **4.11. ACTIVITIES TO BE CARRIED OUT BY THE SELECTED BIDDER / DEVELOPER**

- 4.11.1. The various activities to be carried out by the Selected Bidder / Developer after execution of the deed for transfer of ownership shall be:-
- (a) Survey, subsoil exploration and investigation;
  - (b) Project conceptualisation, design, planning, processing and obtaining statutory permission, approval and clearances;
  - (c) Raising finances for the Project as required;
  - (d) Development of the Project including services and amenities as may be required within the project area;
  - (e) Development of necessary infrastructure such as internal roads, street lighting, sewerage, drainage, etc;
  - (f) Development of linkages with external infrastructure at the Project boundary required for the Project like electricity supply, water supply, wastewater and solid waste disposal and rainwater harvesting;
  - (g) Development of social amenities as may be required;
  - (h) Marketing the Project.
  - (i) Operation, maintenance and management of the Project; and
  - (j) Any other activities that may be required for the successful development of the Project.

## **4.12. RIGHTS OF THE SELECTED BIDDER / DEVELOPER**

4.12.1. The Selected Bidder / Developer shall have the following rights, namely:-

- (a) To plan and design the Project including the facilities and the amenities;
- (b) To build and develop the Project as per the approved development mix set out in this RFP;
- (c) To grant sub-leases / license in respect of portions of the Built-up Project area;
- (d) To market the Built-up Project Area and appropriate the proceeds;
- (e) To operate, maintain and manage the Project;
- (f) To provide and maintain the Services within the Project Area and to levy, collect and appropriate the user charges;
- (g) To mortgage, hypothecate its right, title, interest in the land or the assets built-over it for securing financial assistance required for the development of the Project after execution of Deed for transfer of ownership; and
- (h) To engage Agencies or Facility providers for providing any of the services required for construction, operation, management and maintenance of the Project.

## **4.13. DEVELOPMENT MILESTONES**

4.13.1. The Selected Bidder / Developer shall be responsible for achievement of the Development Milestone within the time frame stipulated in this RFP.

## **4.14. INSURANCE COVERAGE**

4.14.1. The Selected Bidder / Developer shall at its cost and expense, purchase and maintain such insurance as are necessary, including but not limited to the following:

- i. Builders' all risk insurance.
- ii. Workmen's compensation insurance; and
- iii. Any other insurance that may be necessary to protect the Developer, its employees and its assets against loss, damage or destruction at replacement value including all Force Majeure events (as defined) those are insurable.

## **4.15. THIRD PARTY AGREEMENTS**

4.15.1. The Selected bidder / Developer shall ensure that the terms of any Third Party Agreements which it may enter into shall be in conformity with the terms and conditions of this RFP / deed for transfer of ownership and undertakes that in the event of any conflict or inconsistency between such Third Party Agreements on the one hand and this RFP the provisions of the latter shall prevail. The Selected bidder / Developer further undertakes that the terms and conditions as may, in the reasonable opinion of the Selected bidder / Developer, be necessary to ensure that the Third Party is required to perform his part of the contract(s) in conformity with the Selected bidder's / Developers obligations under this Agreement, shall be incorporated in the Third Party Agreements.

#### **4.16. OSHB'S OBLIGATIONS**

- 4.16.1. After issuance of the allotment order, access of the Land Parcel shall be given by OSHB to the Selected bidder / Developer for the purpose of undertaking all technical, survey related aspects for preparation of plan / design and submission to BDA / BMC (without any cost and risk to OSHB).
- 4.16.2. The Deed for transfer of ownership for the land parcel shall be executed with the Selected bidder / Developer by OSHB only after compliance of payment of full quoted bid amount with applicable GST and other applicable charges as stipulated in this RFP and only after which the Project area and possession will be transferred to the selected bidder / developer.

#### **4.17. DEED FOR TRANSFER OF OWNERSHIP**

- 4.17.1. The land has been allotted to OSHB on lease hold basis and OSHB has applied to Govt. of Odisha to convert the land from lease hold to free hold. The deed for transfer of ownership of the land will be made either on lease hold or free hold basis as per the status prevailing at that time after compliance of full payment and other requirements.
- 4.17.2. In-case the deed for transfer of ownership in the shape of Lease Deed, the Lease Deed to be executed shall be valid for a period of 90 (Ninety) years from Dt. 20.03.2004 for the land parcels, if not extended by OSHB.

That at the expiry of term of 90 years hereby reserved the lessor shall upon request by the lessee to consider for renewal of the lease for the like period and upon the same terms and conditions other than relating to rent which may be liable to change as may at the time of such renewal be mutually agreed upon between the lessor and lessee.

That at the expiry of the terms of 90 years from 20.03.2004 hereby reserved the lessee shall upon request by the sub-lessee to consider for renewal of the lease for the likely period other than relating to rent which may be liable to change at the time of such renewal be mutually agreed upon between the lessor and lessee for the land parcel. The parties shall enter into good faith negotiation to renew lease period. OSHB shall make best effort to renew the lease agreement with Govt. of Odisha. If the lease agreement with GoO. is renewed, OSHB shall also renew the lease period with the sub-lessee in accordance with the prevailing policy of the GoO.

The sub-lessee shall pay the yearly ground rent along with cess and other charges as applicable to appropriate government authority / OSHB and to be paid in line with the provisions of the lease deed.

In the most unlikely event if the Lease period is not renewed, the Developer shall hand over to OSHB, free of cost, the peaceful possession of the leased land and transfer the buildings and other structures erected upon the Project land as on the date of the expiry of the term.

In such a case, the Selected Bidder / Developer shall pay all required annual charges in respect of Leased Land to appropriate Government authority subject to revision by the concerned authority/Govt..

The lessor shall reserve the right to mineral wealth including the minor minerals on, in or under the area covered by the lease and the lessee will have surface rights over the land. The existing and customary rights of Government and the public in roads and

paths and rivers, streams and canals running through or along the boundary of the land are reserved and are in no way affected by lease.

- 4.17.3. The Selected bidder / Developer shall pay directly to the concerned authorities all charges for the consumption of electricity, water etc. and shall also pay all other statutory charges in respect of assets, built over the Project Land to the concerned Authorities.
- 4.17.4. The Selected bidder / Developer shall not use the property for any purpose other than the purpose specified under this RFP/Deed for transfer of ownership.
- 4.17.5. The Selected bidder / Developer will take possession of the property on “as is where is basis” and no further demand for any development such as earth filling, raising the level, shifting the OHT line, etc. shall be entertained. Any other improvement or development is purely the responsibility of the Selected Bidder / Developer;
- 4.17.6. If the dues payable to OSHB by the Selected bidder / Developer or any other statutory charges or other charges which are the responsibility of the Developer or any part thereof shall at any time remain arrears and unpaid for three calendar months after the date on which the same shall have become due whether the same shall have been lawfully demanded or not, it will be deemed as an Event of Default and appropriate actions shall be followed;
- 4.17.7. All instalments and other dues payable by the Selected bidder / Developer shall be recoverable as a public demand under the Odisha Public Demand Recovery Act, 1962 and / or other applicable Acts..
- 4.17.8. Govt./OSHB reserves the right to the mineral wealth including minor minerals on, in or under the area covered by the deed for transfer of ownership and the Selected bidder / Developer will have the surface rights over the land. The rights of the GOO and the OSHB to the public roads and paths bounding the project Lands are in no way affected by the deed for transfer of ownership ;
- 4.17.9. The Selected bidder / Developer shall duly comply with the provisions of the Environment Protection Act, the rules made there under as also with any condition which may from time to time be imposed by the Odisha State Pollution Control Board / BMC as regards collection, treatment and disposal or discharge of effluents or waste or otherwise how so ever and shall indemnify and keep indemnified OSHB against the consequence of any breach or non-compliance of any such provisions or conditions as aforesaid;
- 4.17.10. The Developer shall not keep on the designated land any horses, cattle, poultry or other animals nor do or permit to do anything thereon which may be nuisance, annoyance or disturbance to OSHB occupiers or resident of other premises in the vicinity; and
- 4.17.11. All cost and expenses for preparation, execution and registration of the Deed for transfer of ownership including stamp duty will be borne and paid by the Selected bidder / Developer.

#### **4.18. SUB-LEASES / LICENSE / SALE**

- 4.18.1. The Developer shall be entitled to grant sub-leases / license / conveyance (as applicable) in respect of portions of the built-up Project area in favour of tenants/sub-

lessees/buyers (as applicable) in order to fulfil its obligations pursuant to this RFP / Deed for transfer of ownership and to develop, operate and maintain the Project.

Provided that all such sub-leases / licenses / sale shall be by way of Subsequent sub-lease deeds / license agreements / conveyance deeds (as applicable).

Provided further that all such Subsequent sub-lease Deeds / license/ conveyance agreements shall be in conformity with the terms and conditions of this RFP/ Deed for transfer of ownership and shall include provisions to the effect that in the event of a conflict (direct or indirect) between the provisions of this RFP/ Deed for transfer of ownership in one hand and the Subsequent sub-lease Deeds / license/conveyance agreements on the other, the provisions of this RFP/ Deed for transfer of ownership (as the case may be) shall prevail and such Subsequent sub-lease deeds / license /conveyance agreements shall stand modified to that extent.

4.18.2. In case transfer of ownership is by way of lease deed;

- i. the aforesaid subsequent sub-leases / licenses shall not be for a period longer than the Term of the Lease Deed.
- ii. The selected bidder/Developer shall ensure that the subsequent sub-lease deeds executed by it in favour of the tenants / users shall be duly stamped and registered and shall furnish to OSHB relevant details of subsequent sub-lease deeds within 30 (thirty) days of the execution of each such subsequent sub-lease deeds.
- iii. The subsequent sub-lease deeds with the Tenants will confirm to the term of the principal lease executed with OSHB.

4.18.3. The Selected bidder/Developer will form a Resident Owners' Society and hand over the premises with common services for operation & maintenance of the same by the Resident Owners' Society as per the terms of ORERA registration, The Odisha Apartment (Ownership and Maintenance) Act 2023 and relevant Rules as amended from time to time.

#### **4.19. FINANCING**

4.19.1. The Selected bidder/Developer shall be solely responsible for arranging all the funds for the Project, construction and development of the Project in accordance with the provisions of this RFP/ Deed for transfer of ownership.

4.19.2. The Selected bidder/Developer may assign its rights, title or interest or create a Security Interest in respect of its rights under the Deed for transfer of ownership or any part thereof in favour of Lenders. The Selected bidder/Developer shall be entitled to create a Security interest on its rights, title and interest pursuant to Deed for transfer of ownership including but not limited to the Project Land, its right to receive money from the Tenants or other persons.

#### **4.20. RESTRICTIONS**

The Developer shall not assign its rights, title, interest or obligation or create a Security Interest with respect to its rights under the Deed for transfer of ownership or any part thereof in favour of any Person without the prior written consent of OSHB.

#### **4.21. INDEMNITY**

4.21.1. The Selected Bidder / Developer shall indemnify, defend and hold OSHB harmless, against any and all proceedings, actions and third-party claims arising out of a breach by Selected Bidder / Developer of any of its obligations under this RFP/ Deed for transfer of ownership except to the extent that any such claim has arisen due to breach by OSHB of any of its obligations under this RFP or a Force Majeure Event which is an unanticipated emergency event.

#### **4.22. FORCE MAJEURE**

4.22.1. Force Majeure would include civil disorders, riots, war, cyclone, floods, storms, pandemic, lightning, earthquakes, washouts, high water, fire and other Acts of God;

4.22.2. The following procedure shall be adopted upon the occurrence of a Force Majeure event:

- (a) The affected party shall give notice to the other party of any event constituting Force Majeure enclosing a copy of notification of the event issued by the Appropriate Authority as soon as is reasonably practicable, but not later than thirty (30) days after the date on which the affected party knew or should have reasonably known of the commencement of the event constituting Force Majeure. Notwithstanding the above, if the event constituting Force Majeure results in a breakdown of communications rendering it not reasonably practicable to give notice within the time limit specified herein, then the affected party shall give such notice as soon as it becomes reasonably practicable after the reinstatement of communications, but not later than seven (7) days after such reinstatement.
- (b) Notice shall, inter-alia, include full particulars of-
  - (i) the nature of such Force Majeure event;
  - (ii) the date and time effective when the Party materially adversely affected by the Force Majeure event, was so affected;
  - (iii) the material adverse effect of such Force Majeure event on the affected party;
  - (iv) the measures which the Party affected by the Force Majeure event has taken, or proposes to take, to alleviate the impact of those Force Majeure events or mitigate the damage;
  - (v) an estimate of the period of time that the affected party shall be unable to perform the affected obligations / continue to be materially adversely affected by the Force Majeure event; and
  - (vi) any other relevant information.
- (c) Failure by the affected party to give notice to the other party within the time period specified above shall not prevent the affected party from giving such notice at a later time, provided however that in such case the affected party shall not be eligible for the remedies for any failure or delay in complying with its obligations under or pursuant to this Agreement until the notice has been given and provided

that a Force Majeure event shall not absolve the Developer from the obligation of payments in respect of liabilities incurred prior to the occurrence of the Force Majeure event.

#### 4.22.3. Reporting Requirements

- (a) For so long as the party affected by the Force Majeure event continues to claim to be affected by a Force Majeure event, it shall provide the other party with regular (and not less than fortnightly) written reports containing -
  - (i) the information as sought above; and
  - (ii) such other information as the other party may reasonably request.
- (b) The affected party shall also make available to the other party reasonable facilities for obtaining further information about the event or circumstance alleged to constitute Force Majeure, including facilities for site inspection.

#### 4.22.4. Remedies for Force Majeure

The affected party must at all times since the occurrence of the Force Majeure event comply with the obligations of mitigation as provided above and shall continue to comply, for which the affected party shall be entitled to the following relief:

- (a) The obligations of the affected party to the extent they are affected by the Force Majeure shall be suspended for the period of the Force Majeure;
- (b) The time period for the performance of obligations of the affected party to the extent they are affected by the Force Majeure shall be extended on a day to day basis for the period of Force Majeure; and
- (c) The term of this Agreement shall be extended on a day to day basis for the period of the Force Majeure.

### 4.23. EVENTS OF DEFAULT

#### 4.23.1. Selected bidder / Developer Events of Default

The following events shall be construed as events of default on the part of Selected bidder / Developer ("Developer Default Event"):-

- A. Before Issuance of Allotment letter-
  - (a) If the bidder withdraws from the bid process.
  - (b) If the bidder fails to submit the acceptance of LOI within the stipulated timeline.
  - (c) If the bidder does not pay the 1<sup>st</sup> instalment within the stipulated timeline.
- B. After issuance of Letter of Allotment and before execution of deed for transfer of ownership-
  - a. The selected bidder / developer fails to pay the balance amount (2<sup>nd</sup> instalment) within timeline.
  - b. Fails to pay the performance BG within stipulated timeline
  - c. Fails to execute the deed for transfer of ownership with OSHB within the specified timeline
- C. After execution of deed for transfer of ownership-

- (a) The Selected bidder / Developer fails to meet the Development Milestones and the period for remedy has expired without such failure having been remedied;
- (b) Non-adherence to the Development Mix as mentioned in RFP;
- (c) Non-payment of any dues to OSHB by the due date;
- (d) The Developer commits any material breach, or is otherwise in violation of any of its obligations listed in deed for transfer of ownership;
- (e) Any bank guarantee or performance security is not renewed, replaced or provided or becomes inoperative or ceases to remain valid or in force;
- (f) An order is made or a resolution is passed for the liquidation, bankruptcy, dissolution or appointment of a receiver of the Developer which is not, if capable of being so, discharged or, as the case may be, revoked within 90 days thereafter;
- (g) As a result of a default by the Selected bidder / Developer under any arrangement or agreement with its Lenders, such Lenders enforce or otherwise take steps to enforce any Security Interest on any of the assets of the Selected bidder / Developer other than substitution of the Selected bidder / Developer with another developer; and
- (h) Any assets or shares of the Selected bidder / Developer are expropriated, confiscated, compulsorily acquired or nationalised by any government, authority, entity or agency due to an act or omission of the Selected bidder / Developer or its shareholders.
- (i) Non development / allotment of affordable housing units (EWS/LIG) as per the Odisha Housing for All Policy for Urban Areas, 2022/ Other statutory rules, guideline.

4.23.2. If any of the aforesaid are caused due to default of OSHB (for the period of default of OSHB) under this RFP or due to the occurrence of the Force Majeure (for the period force majeure is in force), the Selected bidder / Developer shall not be treated to be Defaulter.

4.23.3. OSHB Events of Default (after execution of deed of transfer of ownership)

The following events shall be construed as events of default on the part of OSHB ("OSHB Default Event"): -

- (a) OSHB fails to transfer unencumbered possession of the Land parcel to the Developer with proper access.

4.23.4. If any of the aforesaid are caused due to default of the Selected bidder / Developer under this RFP/ Deed for transfer of ownership or due to the occurrence of Force Majeure (for the period force majeure is in force), OSHB shall not be treated to be defaulter.

#### **4.24. GOVERNING LAW**

This RFP and subsequent deed for transfer of ownership shall be governed by and construed in accordance with the laws of India.

## 4.25. DISPUTE RESOLUTION

### 4.25.1. Negotiations

The Parties will attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to allotment of the land including deed for transfer of ownership (a "Dispute") through negotiations between a senior authorised representatives of each of the parties with authority to settle the relevant dispute. If the dispute is not been settled through negotiation within 30 days from the date on which either party has served written notice on the other of the dispute (the "Notice") then the remaining provisions of this clause shall apply;

### 4.25.2. Arbitration

- (a) Procedure: Subject to the provisions of above Clause, any Dispute, which is not resolved amicably, shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996. On the request being made by either of the parties, the dispute shall be referred to the Sole-Arbitrator to be nominated by the Managing Director (MD), Odisha State Housing Board, Bhubaneswar and shall be finally resolved in terms of the Arbitration and Conciliation Act, 1996 which shall be final and binding on both the parties to the contract.

The MD, Odisha State Housing Board, Bhubaneswar shall provide names of three impartial persons out of whom one shall be nominated as the Sole-Arbitrator with consent of the party invoking the arbitration clause within thirty days from the date of such nominations after issuance of Notice of Arbitration by either of the parties. Unless both the parties unanimously agrees to nominate any one amongst the three persons, so provided within a period of thirty days, the MD, Odisha State Housing Board, Bhubaneswar shall have the authority to nominate any person out of the three to act as the Sole Arbitrator.

- (b) For all purposes the principal Civil Court, Bhubaneswar shall have jurisdiction only in exclusion to any jurisdiction specified under any other Act, Rule or instructions in force and/ or to be brought in force.
- (c) In case any other dispute not covered under the arbitration clause shall lie before the Civil Court (Commercial Court), Bhubaneswar only in exclusion of any other jurisdiction irrespective of cause of action / part of cause of action arises if any within the jurisdiction of any other Civil Court / Tribunal/ Forum.
- (d) Place of Arbitration: The place of arbitration shall be at Bhubaneswar but by consent of the Parties, the arbitration hearings, if required, may be held elsewhere in India.
- (e) English Language: The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. The Award shall be a speaking order.
- (f) Performance during Arbitration: Pending the submission of and/or decision on a dispute and until the arbitration award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

- (g) Costs: During Arbitration the party shall bear their own respective costs. The fees of the arbitrator and all incidental expenses shall be shared equally by parties to the arbitration.

#### **4.26. AMOUNT DUE TO BE PAID CONSEQUENT UPON TERMINATION**

##### **4.26.1. Termination due to default by OSHB:**

The selected bidder / developer shall be refunded the EMD and Quoted Bid Amount paid to OSHB till date without taxes (if any) by the selected bidder / developer to OSHB in lieu of the land till date, without any interest.

##### **4.26.2. Termination due to default by the Selected bidder / Developer, before issuance of allotment letter:**

In the event the LOI was issued, same shall be cancelled. No compensation will be paid by OSHB and the EMD paid by the Developer will be forfeited.

##### **4.26.3. Termination due to default by the Selected bidder / Developer, after issuance of allotment letter and before execution of deed for transfer of ownership:**

The LOI and allotment letter shall be cancelled. The 1<sup>st</sup> instalment (i.e. 25% of the Quoted Bid Amount) paid by the selected bidder / developer to OSHB will be forfeited. OSHB will not be in any case held responsible for any third-party liability in the project. The selected bidder / developer shall have no claim whatsoever against OSHB in respect of the amount forfeited and / or for any compensation and damage if any claimed.

##### **4.26.4. Termination due to default by Selected bidder / Developer, after execution of deed for transfer of ownership:**

The total Quoted Bid Amount (including EMD) paid to OSHB by the selected bidder / developer to OSHB will be forfeited and the Performance Security will be encashed and credited to the account of OSHB and the Land shall be deemed vested to OSHB free from all encumbrances and OSHB will take over possession of the land. In addition, all liabilities to any third party involved in the project including home/commercial space buyers must be discharged by the developer only. OSHB will not be in any case held responsible for any such liability in the project. The selected bidder / developer shall have no claim whatsoever against OSHB in respect of the amount forfeited and / or for any compensation and damage if any claimed.

#### **4.27. MISCELLANEOUS**

- 4.27.1. The deed for transfer of ownership shall be in line with the provisions of the principal lease deed and subsequent conditions stipulated by Govt. of Odisha. Any contrary to the Principal lease deed and subsequent conditions stipulated by Govt, shall stand modified to the extent specified in the Principal Lease Deed and subsequent conditions stipulated by Govt.

- 4.27.2. No Partnership: Nothing to be contained in the deed for transfer of ownership which shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

- 4.27.3. Independent Rights: Each of the rights of the Parties hereto under the deed for transfer of ownership are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under the deed for transfer of ownership or otherwise.
- 4.27.4. Counterparts: This deed for transfer of ownership be executed in required number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute the deed for transfer of ownership by signing any one or more of such originals or counterparts.
- 4.27.5. Variation: The provisions of this deed for transfer of ownership may be varied to provide for any change as might, in the reasonable opinion of the Parties, be necessary for the effective implementation of the Project. Provided that no such variation shall be binding on any party unless such variation is in writing and signed by each party.
- 4.27.6. No Assignment: Subject to the provisions of the deed for transfer of ownership, the deed for transfer of ownership shall be personal to the parties and shall not be capable of assignment, except with the prior written consent of the other party.
- 4.27.7. Waiver: No waiver of any breach of any provision of deed for transfer of ownership shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving party.
- 4.27.8. Severability: If any provision of deed for transfer of ownership is invalid, unenforceable or prohibited by law, deed for transfer of ownership shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either party hereto to the other, and the remainder of deed for transfer of ownership shall be valid, binding and of like effect as though such provision was not included herein.

## 5. INSTRUCTIONS TO BIDDERS

### 5.1. ELIGIBILITY CRITERIA

#### 5.1.1. General Eligibility Criteria

- (1) The Bidder must be a single entity, to implement the Project. An Eligible Entity may be a company registered under the Companies Act, 1956 or Companies Act, 2013 or a Partnership firm under the Partnership Act, 1932 or a registered Proprietorship firm or a Trust registered under Indian Trusts Act, 1882.

The bidder shall furnish the following:

- (a) The Bidder shall provide information as per the form enclosed in Section 10.
  - (b) The Bidder should submit a Power of Attorney as per the format enclosed in Section 15, authorising the signatory of the Bid to commit the Bidder.
- (2) The bidders, must have a valid Permanent Account Number (PAN) of the Income Tax Department and GST Number.
- (3) Any entity, which has been blacklisted / barred by OSHB or Government of Odisha (GoO) from participating in projects in Odisha and if the bar is subsisting as on the Bid Due Date, would not be eligible to submit the Bid.
- (4) Consortium of firms / entities are not allowed. Bid(s) submitted as consortium shall be rejected.

#### 5.1.2. Technical Qualification Criteria

- 5.1.2.1. Bidders must have developed / constructed aggregate Residential and/or Real estate project of built-up area not less than **3.0 Lakh (3,00,000) sq. ft in the last 5 years** as on bid submission due date.

The following categories of experience would qualify as Technical Capability and eligible experience:

- Category 1: Development experience in Real estate Projects
- Category 2: Engineering Procurement Construction (EPC), Lump-sum Turnkey (LSTK) and Item rate contracts experience in Real estate Projects

The Experience in each category, in terms of residential built-up area constructed shall be multiplied by the applicable factor in the Table below and then aggregated.

Factors for Experience across categories 1 and 2

	<b>Factor</b>
Category 1	1.00
Category 2	0.60

The Bidder should furnish the project details as per Form 14B in Section 14 of this RFP.

5.1.2.2. Bidders shall have successfully completed Financing and Implementing Building Project and /or Infrastructure Project works having aggregate project cost equal to or **more than Rs 50.00 Crore (Rupees Fifty Cores) in the last 5 years** as on bid submission due date.

“Completed” Project” refers to projects where construction was completed in the last 5 years as on bid submission due date. Only those completed projects in which the Bidder has minimum 51% equity stake shall be considered.

Bidder claiming development and / or construction experience should have developed the project on his own or been appointed as a Principal Contractor or as a consortium partner in the main contract directly by the owner of the project/ entity developing such project. Any sub-contracting experience under contracts not executed directly with the owner of the project/ entity developing the project shall not be considered while evaluating.

- (i) The Bidder should furnish the following:
- a) The Bidder should furnish the Completed Project details as per Form 14B in Section 14 and Section 11.
  - b) Bidder claiming development experience should have developed the project on his own.
  - c) OSHB shall have a right to seek clarifications from Bidders on the experience claimed by the Bidders for demonstrating the Technical Qualification for development and/or construction, and in case such clarification is not provided by the Bidder, OSHB reserves the right to not consider such experience.

### 5.1.3. Financial Qualification Criteria

- (1) As per the latest financial results authenticated by the Chartered Accountant as on **31 March 2023, the Bidders must have an aggregate minimum Net Worth of Rs.18.00 Cr. (Rupees Eighteen Crores) Only.**

(For the purposes of this clause, the financial year would be the same as the one normally followed by the Bidder for its Annual Report).

- (i) The Bidder should satisfy the following:
- a) The Bidder must submit details of its financial capability as per Form 14C in Section 14. The Form 14C must be supported by a certificate from the Bidder's statutory auditor.
  - b) The Bidder shall provide the audited balance sheet and profit and loss account for the last three (3) financial years along with IT returns.

## 5.2. CONSIDERATION FOR EVALUATION

The Bidding Company or their Subsidiary to be considered for the technical and financial eligibility criteria as per the following conditions:

- (a) For a Bidding Company

For evaluation under the technical and financial eligibility criteria, either the strength of the Bidding Company or if it so prefers, along with the strength of any Subsidiary of

the Bidding Company shall be considered as representing that of the Bidding Company. The Subsidiary would also be required to be designated as per the formats.

(b) Disqualification

- (i) Even if the Bidders meet the above criteria, they are subject to be disqualified if the Bidders, have:
  - a) Made, incorrect, misleading or false representations in the forms, statements and attachments submitted, whether intentionally or unintentionally; or
  - b) Been debarred by OSHB or Government of Odisha.

### **5.3. NUMBER OF BIDS**

Each Bidder shall submit only one (1) Bid for the project, which should include (a) Technical bid in triplicate (one original and two copies) and (b) one original financial proposal / bid, in response to this RFP. Any Bidder who submits or participates in more than one Bid will be disqualified.

### **5.4. BID PREPARATION COST**

The Bidder shall be responsible for all of the costs associated with the preparation of its Bid and its participation in this selection process, including, without limitation, any and all costs, direct or indirect incurred in verifying, gathering and collating material, information and data, whether included in the Information or not, or on securing the services of advisors and / or consultant, etc. OSHB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of this selection process.

### **5.5. PROJECT INSPECTION AND SITE VISIT**

If any Bidder so desires, may visit the site to ascertain the location, surroundings, or any other matter considered relevant by it. The cost of visiting the site shall be borne by the Bidder. OSHB shall not be liable for such costs, regardless of the outcome of the selection process. Any objection in respect of any data and /or information after submission of the Bid shall not be entertained nor shall be a ground to avoid the responsibility consequent upon selection of Developer.

### **5.6. BID WARRANTY AND OSHB PRESUMPTION**

- 1) It would be deemed that by submitting the Bid, the Bidder warrants that it has:
  - a) Made a complete and careful examination of the RFP document.
  - b) Received all relevant information requested from OSHB; and
  - c) Independently verified all Information received from OSHB.

And it shall be further deemed that by submitting the Bid to OSHB, OSHB is entitled to presume the existence of and rely on the afore-stated Bidder warranty.

- 2) OSHB shall not be liable for any wrongful presumption, mistake or error on the part of the Bidder in respect of the above or in respect of the selection process or Project generally.

## **5.7. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 1) Notwithstanding anything contained in this RFP, OSHB reserves the right to accept or reject any Bid and to annul the selection process and reject all Bids/ proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 2) OSHB reserves the right to reject any Bid, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Bidder.
- 3) If such disqualification and / or rejection occurs after the E-Auction and the preferred bidder gets disqualified and / or rejected, then OSHB reserves the right to either:
  - (a) the next highest ranked Bidder (in E-auction platform) would be considered as Preferred bidder.
  - or
  - (b) Take any measure as may be deemed fit in the sole discretion of OSHB including annulment of entire selection process and inviting fresh Bids and / or Proposals.

## **5.8. CLARIFICATIONS IN RFP**

- (i) A prospective Bidder requiring any clarification on the RFP document may notify OSHB in writing an email to [secretary@oshb.org](mailto:secretary@oshb.org) & [oshbpmuengg@gmail.com](mailto:oshbpmuengg@gmail.com) or written correspondence.
- (ii) OSHB may respond to any request for clarification received through email before 09/04/2024 and during the Pre-Bid meeting scheduled on 10/04/2024. OSHB's aggregate responses to queries shall be uploaded in OSHB website which shall include the description of the enquiry without identifying its source.

## **5.9. AMENDMENT TO RFP**

At any time prior to the Bid Due Date, OSHB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder add, alter, delete, modify or amend the RFP by the issuance of addenda ("Addenda" or "Addendum", as the case may be) on the website of OSHB only. In order to afford the Bidder, a reasonable time in which to take an Addendum into account, or for any other reason, OSHB may, at its discretion, extend the last due date for submitting the bid.

## **5.10. DECLARATION FROM THE BIDDERS**

The Bidders should along with their Bid also furnish to OSHB a declaration in the form of an affidavit specifying therein the following particulars, if applicable namely:

- i) Details of any conviction of the Bidder or where applicable, of its subsidiaries, by a Court of Law under applicable law, or any indictment/adverse order by a regulatory authority.
- ii) Details of any conviction of the Bidder or its subsidiaries with regard to any offence with regard to the security and integrity of the country.
- iii) Details of any proceedings/investigations pending in respect of (i) and/or (ii) above along with the names of the persons against whom such proceedings/investigations have been instituted/commenced; and

- iv) Details of any convictions/adverse orders as stated in (i) and (ii) above which may have been passed against the Director/Partner/Manager/Employee of the Bidder.

OSHB reserves the right to reject any Bidder based on the declaration provided above. The declaration should be a part of the Technical Bid.

## **5.11. PREPARATION AND SUBMISSION OF BIDS**

### **5.11.1. Language**

The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### **5.11.2. Currency**

The currencies for the purpose of the Bid submission shall be the Indian Rupee (Rs).

## **5.12. VALIDITY OF BIDS**

Bidders, by submitting the Bid, agree that the Bid shall be valid for a period of 180 days from the Bid Due Date (the "Bid Validity Period"). OSHB reserves the right to reject any Bid, which does not meet this requirement.

## **5.13. EXTENSION OF VALIDITY OF BIDS**

In exceptional circumstances, prior to expiry of the original Bid Validity Period, OSHB may request Bidders to extend the Bid Validity Period for a specified additional period.

## **5.14. FORMAT AND SIGNING OF BIDS**

The Bidder would provide all the information as per this RFP. OSHB would evaluate only those Bids that are received in the required format and complete in all respects. The Bidder shall prepare one original of the documents comprising the Bid and clearly marked "ORIGINAL". In addition, the Bidder shall make two (2) copies of the Bid, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail. The Bid and its copy shall be typed or written in indelible ink and each page shall be initialled by the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person (s) signing the Bid.

## **5.15. SEALING AND MARKING OF PROPOSAL**

### **(1) Technical proposal- (Envelope-I)**

- i. The Bidder shall seal the original and each copy of the Technical Proposal / Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.
- ii. Each technical envelope shall contain:
  - a) Covering letter stating clearly the validity of the Bid.
  - b) Other required information in the prescribed formats along with supporting documents.

iii. The envelopes shall clearly bear the following identification –

**“Technical Bid:** Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar”.

(2) Financial proposal- (Envelope-II)

The Bidder shall seal the original Financial Proposal / Bid in a separate envelopes, duly marking the envelopes as-

**“Financial Bid:** Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar”.

(3) Both the envelopes (i.e. Technical bids and Financial bids) shall then be sealed in an outer envelope (containing Envelope-I & Envelope-II).

**“Proposal / bid for :** Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar”.

The name, Address, Contact details of the bidders to be clearly indicated in the outer envelope.

(4) The envelope shall be addressed to:

To  
**Secretary, OSHB ,  
Odisha State Housing Board (OSHB),  
A/32, Unit -III, Sachivalaya Marg,  
Bhubaneswar 751 001, Odisha, India.  
Tel. No: +91 674 2393524, +91 674 2390141**

(5) If the envelope is not sealed and marked as instructed above, OSHB assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

(6) Further, all copies of every Bid must be submitted in a bound form (spiral bound or any bound form) with all pages numbered serially, along with an index of submissions. In the event, any of the instructions mentioned herein have not been adhered to, OSHB may reject the Bid.

## 5.16. BID DUE DATE

(1) The Bids should be submitted no later than 17.00 hours IST on 30/04/2024, at the address provided in clause 5.15 (4) in the manner and form as detailed in this RFP. Bids submitted by either e-mail, facsimile transmission or telex would not be acceptable. Bids submitted after the time stated above will be rejected.

(2) OSHB may change Bid Due Date by issuing an Addendum and in that case, the date and time mentioned in the Addendum shall be considered as Bid Due Date.

## 5.17. LATE SUBMISSIONS

OSHB will not accept any Bid received by it after the Bid Due Date for any reason whatsoever.

## 5.18. MODIFICATIONS / SUBSTITUTION / WITHDRAWAL OF BIDS

- (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 OSHB by the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder after the Bid Due Date.
- (2) The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 5.15 with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- (3) **In case, the bidder wants to withdraw the bid after the submission due date, the EMD paid by the bidder will be forfeited.**

## 5.19. EVALUATION OF BID

### 5.19.1. Evaluation Stages

The evaluation of the Proposals will be carried out in two stages:

- (1) The first stage will involve qualification of Bidders based on the evaluation of their credentials to determine compliance with the Eligibility Criteria in accordance with Clause 5.1 and other applicable clauses. Only those Bidders who are found to meet the Eligibility Criteria will be identified as Qualified Bidders.

Technically qualified bidders shall required to register themselves in the E-Auction portal before opening of their financial proposal / bids (envelope-II).

The financial proposals / bids of the eligible bidders (and those who have registered them self in E-auction platform) shall be opened and evaluated. Bidders quoting below the reserve price / upset price shall be disqualified and shall not be considered for any further evaluation (including forfeiture the EMD). The financial bids of the qualified bidders shall be opened on the scheduled date and time in presence of bidders representative. The qualified financial proposals shall be ranked, and the highest financial proposal quoted by any qualified bidder shall become the base price in the E-auction platform.

- (2) In the second and final stage, the qualified bidders shall participate in E-Auction of land parcel as stipulated in clause 6.4 and 6.5 of the RFP for identifying the Preferred Bidder. Bidder quoting the highest Commercial Offer in the E-auction shall become the Preferred Bidder.

### 5.19.2. Opening of Technical Bids

- (1) OSHB would open the Technical Bids at 12:30 hours on 01/05/2024 for the purpose of evaluation. Bidders can depute their representatives to the office of the person for witnessing the opening of the Bids.
- (2) Bids for which an acceptable notice of withdrawal has been submitted in accordance with Clause 5.18 shall not be opened.

- (3) OSHB would subsequently examine and evaluate the bids in accordance with the criteria set out in Clause 5.19 of the RFP.
- (4) OSHB reserves the right to reject any Bid if:
  - (a) At any time, a material misrepresentation is made or uncovered; or
  - (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bids.

#### **5.19.3. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation in relation to the Bidders shall not be disclosed to any person not officially concerned with the process. OSHB will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. OSHB will not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure. OSHB however reserves the right to make public disclosure of the names of the Bidders.

#### **5.19.4. Tests of responsiveness**

- (1) Prior to evaluation of Bids, OSHB will determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive if it:
  - (i) Is received /deemed to be received by the Bid Due Date including any extension thereof pursuant to clause 5.16.
  - (ii) Is signed, sealed and marked as stipulated in clauses 5.14 and 5.15.
  - (iii) Is accompanied by the Power of Attorney as specified in Clause 5.1.1 (1) (b).
  - (iv) Contains all the information as requested in the RFP.
  - (v) Contains information in formats same as those specified in this RFP.
  - (vi) Mentions the validity period as set out in Clause 5.12.
  - (vii) Is accompanied by a copy necessary deposit (Application Fee and EMD) .
- (2) OSHB reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by OSHB in respect of such Bids.

### **5.20. CLARIFICATIONS**

To facilitate evaluation of Bids, OSHB may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

### **5.21. SELECTION / SHORT LISTING AND NOTIFICATION**

After the evaluation of the Bids, OSHB would inform the Eligible Bidders who have been short listed through email communication.

### **5.22. FEES AND DEPOSITS TO BE PAID BY THE BIDDERS**

#### **5.22.1. Earnest Money Deposit (EMD)**

Bidders are required to submit a Demand Draft from any Nationalised bank in India favouring “**Orissa Housing Board Fund**” payable at Bhubaneswar or through **RTGS (Bank Name- Bank of Baroda, OGNB branch, Bhubaneswar, Current Account No- 78350200000330, IFSC code BARB0VJORIS) for an amount of Rs. 4.73 Cr. (Rupees Four Crore Seventy-three Lakhs)** only along with their Bid. Bids which are not accompanied by the Earnest Money Deposit shall be rejected by OSHB as “Non-Responsive”.

- (a) OSHB shall forfeit the Earnest Money Deposit under the following circumstances:
- i. If the Bidder revokes his Bid at any time during the stipulated period of bid validity as per Section 5.12 of the RFP (or during the extended period of the bid validity).
  - ii. **In case, the bidder wants to withdraw the bid after the submission due date, the EMD paid by the bidder will be forfeited.**
  - iii. Incase the bidder quotes below the reserve price / offset price indicated in the RFP in the financial proposal (envelope-II).
  - iv. If the Preferred Bidder, for the period of Bid validity:
    - (i) does not comply with any of the terms and / or conditions contained in the RFP and / or subsequent communication from OSHB in this regard and / or what is contemplated; and/ or
    - (ii) fails or refuses to execute the Letter of Intent (in the event of the award of the Project to them).
- (b) The Earnest Money Deposit of Bidders who do not qualify for the stage of E-auction shall be returned without interest within one month from finalisation of technically qualified bidders.
- (c) The Earnest Money Deposit of Qualified Bidders who are not successful in E-Auction shall be returned without interest within one month of acceptance of LOI by the Successful Bidder.
- (d) During E-Auction in case the highest quoted bid stood cancelled or highest quoted bidder withdraws from the bid process, OSHB will forfeit the EMD.
- (e) The Earnest Money Deposit amount of the Preferred Bidder will be forfeited by OSHB, in case the Preferred Bidder did not accept the Lol and / or execute deed for transfer of ownership.
- (f) The Earnest Money Deposit amount of the Selected Bidder shall be adjusted in the first Instalment payment as stipulated in clause 4.9.2. The applicable GST for the EMD shall be paid along with Instalment I as stipulated in clause 4.9.

### 5.22.2. Performance Security

The Selected bidder / Developer has to submit a Performance Security of 5% (Five per cent) of the Quoted Bid Amount (through E Auction) in the form of Bank Guarantee from a Nationalised bank during the Instalment II as stipulated in clause 4.9 of this RFP. This Performance Security may be released by OSHB to the Selected Bidder on or after completion of defect liability period as pre RERA Act..

### 5.22.3. Application fees

Bidders are required to submit an application fee, a **non-refundable amount of INR 53,100/- (Rupees Fifty-three Thousand One Hundred) Only** (Rs.45,000 + GST 18%) in shape of Demand Draft from any Nationalised Bank drawn in favour of “**Orissa Housing Board Fund**” payable at Bhubaneswar along with submission of the proposal. Proposals submitted without application fee shall be Rejected.

### 5.22.4. Reserved Price / Upset Price, Base Price

The Reserved Price of the land is fixed at **INR 47.29 Cr. (Rupees Forty-seven Crore Twenty-nine Lakhs)** only. **The bidder has to pay applicable GST, Registration charges, all other statutory taxes over and above his quoted bid amount as applicable from time to time.**

Bidders shall have to quote over and above to the reserve price in their financial proposal. It is made clear that a bidder quoting less amount than the reserve price in their financial proposal shall lead to cancellation of their entire bid (including forfeiture of EMD) and shall not be entitled to participate in E-auction platform.

#### Base price (for E-auction platform) –

The bidder quoting highest financial bid/proposal (in envelope-II) shall be considered as Base Price for offering Commercial Price In E-auction platform.

In the event, before the E-auction, the highest financial bid (in envelope-II) stands cancelled or disqualified, OSHB at its own discretion may- (a) conduct E-auction keeping the second highest financial bid (offered in envelope-II) as the base price in E-auction platform or (b) OSHB may cancel the bid process.

### 5.23. TIMETABLE OF KEY ACTIVITIES (TENTATIVE SCHEDULE)

Activity	Dates
Period of availability of RFP Document	02/04/2024 to 30/04/2024
Site visit assisted by OSHB	On All Working Days (during office Hours) as Requested by the bidder during the period of Issue of RFP Document.
Last date for receipt of clarification from the bidders through email	09/04/2024 by 17.00 Hrs.
Pre-bid Meeting*(Conference Hall, OSHB Office, Bhubaneswar)	On 10/04/2024 at 12:00 Hrs
Issue of Corrigendum / Addendum, if required on the website of OSHB	18/04/2024
Last date for receipt of Bids*	Up to 17:00 Hours on 30/04/2024
Opening of Technical bids * (Outer envelope & Envelope-I)	At 12:30 Hours on 01/05/2024 (Conference Hall, OSHB Office, Bhubaneswar)
Announcement of Eligible Bidders - Communication to the Eligible Bidders through Email only	08/05/2024

<b>Activity</b>	<b>Dates</b>
Opening of Financial Proposals (Sealed Envelopes-II)	15/05/2024 (at 15.30 Hrs)
Date and time of E-auction	At 11:00 Hours onwards 22/05/2024

\*In case the dates as mentioned above are declared as a holiday, then the same will be received and opened on the following working day at the same time.

In order to enable OSHB meet the target dates, the Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. OSHB shall adhere to the above schedule to the extent possible. OSHB, however, reserves the right to modify the same. Intimation to this effect shall be given to all the Bidders in writing.

## **6. SELECTION PROCESS**

### **6.1. SELECTION PROCESS**

- (i) The proposals of the Bidders who qualify in Eligibility Criteria as stipulated in Clause 5.1 shall only be considered as Qualified or Eligible Bidders.

The financial proposals / bids (envelope-II) of the eligible bidders (those who have registered themselves in E-auction platform) shall be opened and evaluated on the scheduled date & time. Bidders quoting below the reserve price / upset price or any conditional financial bid shall be disqualified (including forfeiture of EMD) and the bidder shall not be eligible to participate in E-Auction. The qualified financial proposals shall be ranked, and the highest financial proposal quoted by any qualified bidder shall become the base price in the E-auction platform.

- (ii) The Eligible Bidders shall only be able to participate in E- Auction stage.

The Qualified Bidders quoting valid financial bid shall only be eligible to participate in E-auction process and quote their Commercial Offer in E-auction platform (over and above to the base price). Bidder quoting the highest Commercial Offer in the E-auction platform shall be selected as the Preferred Bidder.

### **6.2. CURRENCY CONVERSION FOR THE RFP**

All the amounts in the proposal shall be mentioned in Indian Rupees (INR) only.

### **6.3. QUALIFICATION CRITERIA**

Bidders who (a) qualify in Eligibility Criteria as stipulated in Clause 5.1. & (b) have submitted valid financial bid would qualify for participation in the E-auction .

### **6.4. COMMERCIAL OFFER**

The Commercial Offer shall be submitted by the qualified bidders through E-auction Process. Only the technically qualified Bidders with valid financial bid shall be allowed to participate in E-Auction Process.

#### **6.4.1. Evaluation of Commercial Offer**

The Bidder quoting the highest Bid Amount / Commercial offer in E-auction shall be the "Preferred Bidder". Bidder's quoting the 2nd highest and 3rd highest Quoted Bid Amount shall be the "Other Preferred Bidders".

#### **6.4.2. Commercial Offer Evaluation**

The Commercial Offer evaluation criterion seeks to identify the entity offering the Highest commercial terms to OSHB in implementation of the Project.

#### **6.4.3. Commercial offer: Evaluation Criteria**

The Commercial Offers considered for evaluation shall be ranked in the order of Quoted Bid Amount offered to OSHB in E-Auction. The Bidder offering the highest Quoted Bid Amount as part of its Commercial Offer in E-auction platform shall be declared the Preferred Bidder.

#### 6.4.4. Undertaking for Commercial Offer

The undertaking for Commercial Offers is to be submitted strictly in the formats provided in Section 12 of the RFP, without any modifications, supplementary information or conditions. OSHB reserves the right to reject conditional commercial offers. If any information is required by OSHB, the Bidders shall provide the same within a stipulated time period, failing which OSHB may treat such information as not submitted for evaluation.

#### 6.5. E-AUCTION PROCESS

- i) The eligible bidders (both technical and financial) shall be allowed to participate in E-Auction.
- ii) The online e-Auction shall be conducted in [www.tenderwizard.com/OSHB](http://www.tenderwizard.com/OSHB) portal only. Bidders are requested to get register online & generate unique login ID by paying registration fee in the e-auction portal and keep themselves ready for the e-auction.

(Note- Technically qualified bidders shall register in the portal before opening of their financial proposal submitted in envelope-II)

##### iii) Mandatory Requirement

- a) The applicant must have a valid Permanent Account Number (PAN) of the Income Tax Department.
- b) The bidder must have a (DSC) Digital Signature Certificate of Class-III. Without DSC, bidders will not be able to participate in the auction. The intending applicant/bidder is required to get registered online in e-auction portal ([www.tenderwizard.com/OSHB](http://www.tenderwizard.com/OSHB)) with class-III digital signature.
- c) **E-auction portal Registration:** The bidders are required to get register online & generate a unique login ID by paying registration fee in the e-auction portal. The bidder(s) are required to get registered online e-auction portal with Class III Digital signature. The Registration is valid for 1 (One) year from the date of Registration. Registration charges will be Rs. 1180/- (Rupees One thousand hundred and Eighty only) (Inclusive of GST) and is non-refundable and to be payable through e-payment mode only.

**Note:** Interested applicants are requested to take early step for obtaining DSC to avoid last minute rush / dislocation.

##### iv) Other Requirement and Process:

- a) The bidders are required to get registered online in the E-auction portal with Class-III Digital signature and keep themselves ready for the E-auction.
- b) The applicants who had already registered may renew their registration within time to participate in the E-auction. Registration charge(s) and Auction participation charge(s) are to be done/ paid through online payment mode only.
- v) The bidder who quotes the highest bid (Commercial offer) amount shall be declared as the "Preferred bidder".
- vi) The bidding parameter for selection of the Preferred Bidder, subject to other Qualification Criteria and eligibility criteria being met, would be the Highest Upfront Land Premium (ULP) to be quoted by the Bidder (in INR) in the E-Auction.

- vii) The bidding will be conducted in Indian Rupees (INR) only. The bid will trigger off from base price.
- viii) **Bid Start Price:** The bid will trigger off from this price and is the same as base price + (Plus) one incremental value.  
(base price shall be the highest financial proposal submitted by bidder in their financial proposal- in envelope-II)
- ix) **Incremental value:** Incremental Value for this auction is **Rs.10,00,000/-** (Rupees Ten Lakhs) only. Minimum Bid increment shall be available to the Bidders at the start of the auction. The bidder can bid higher than the Highest Bid (H1 Price) at any point of time in the auction by multiples of the minimum Bid increment. The minimum incremental value shall be displayed against the property on the bidding screen of all participating bidders. The software will not accept any bid other than the multiple of incremental value.
- x) **H1 Price:** It is the highest value / Commercial Offer placed in the bid at any point of time during the auction for the property. It will be visible to all the bidders on the screen and the bidders can bid an amount of “H1price+ (plus) incremental value or in multiples of incremental value” only.
- xi) Auto Auction extension of the Closing time.
- a) **Auto Extension:** if any bidder submits the bid less than 5 minutes prior to Auction closing time, the system will automatically extend the auction closing time by 10 minutes.  
**For Example:** *If the auction is closing at 17:00 Hrs and if any bidder bids between 16:55 and 17:00 , the auto auction extension will extend the auction closing time to 17:10 , and if any bidder bids between 17:05 and 17:10, it will be extended to 17:20 and so on.*
- b) **Unlimited Auto auction extension:** As indicated above, if the bidder bids within the last 5 minutes of the auction closing time, the Auto Auction extension will continue to extend the Auction time till no bid is received within the last 5 minutes of the auction closing time.
- xii) **Auto Bid:** The Auto Bid feature allows Bidders to place an Automated Maximum Bid in an auction and bid without having to enter a new amount each time a competing Bidder submits a higher offer. Bidders are supposed to quote their next highest price in confirmation to the incremental value and in multiples of thereof only. There is no restriction on changing of the Auto Max Bid/value. But once Auto Max Bid/value is clicked and freeze, the same cannot be withdrawn at any point of time during the auction period. However, if the auction is cancelled and new auction dates are announced, the earlier Auto Max Bid/value shall have no relevance. After fixing his highest limit, the manual Bid button will be disabled. The system will automatically bid on his behalf, based in the auction’s H1 price. His bidding dashboard will show his Rank, the H1 price and the highest bid ongoing in the auction. Until his auto-bid amount is not reached (in the H1 price Box) for a particular property in the e-auction, the manual Bid button on his screen will remain disabled. Once his auto bid amount reaches or crosses the Auto Max Bid/value amount, then he will have to bid manually

otherwise the bidder may opt for auto bid again by setting a new maximum bid amount.

- xiii) **Max multiples of increment value allowed per bid:** Bidder can quote the next H1 price up to current H1 price + (plus) the maximum allowed multiple of incremental value.

For these auction Max Multiples of increment value allowed is 10 Times of the incremental value.

Example: Base price=62,00,00,000, increment value 10,00,000, max multiple of increment allowed =10 times i.e., Rs.1,00,00,000/-

If Current H1 value = 68,00,00,000 maximum next bid can be = 69,00,00,000 i.e., 68,00,00,000 (current H1) +10,00,000 (increment value) x 10 (max multiple of increment))

- xiv) **Preferred Bidder:**

- a. In case multiple bidders participate in E-Auction platform

At the end of the forward auction, OSHB shall decide upon the winner based on the highest bid / Commercial Offer placed for the plot of land under auction and subsequent acceptance by OSHB. In this regard, the decision of OSHB shall be final & binding on all the bidders.

In case the highest quoted bid / Commercial Offer in the E-Auction stood cancelled or highest quoted bidder withdraws from the bids process, OSHB will forfeit the EMD and e-bid participation charges of the said bidder and OSHB at its own discretion may select the Preferred bidder amongst the next ranked Bidders on the basis of their quoted commercial offers.

- b. In case no bidder participated in E-Auction platform

In-case no bidder submitted their Commercial offer in E-auction platform, the bidder whose financial proposal was considered as base price in E-auction platform shall be declared as preferred bidder.

In the event the said bidder withdraws, OSHB shall forfeit the EMD and OSHB at its discretion may (a) initiate fresh E-auction process amongst the remaining eligible bidders keeping the base price equivalent to the financial proposal of next highest ranked bidder (submitted in Envelope-II) or (b) cancel the bid process.

However, OSHB reserves the right to take any such measure as deemed fit in its sole discretion of OSHB, including fresh E-Auction from the qualified Bidders or annulling the entire Bid Process.

## 6.6. HIGHLIGHTS OF E-AUCTION

- i) **E-auction portal Registration:** The qualified bidder(s) are required to get registered online in the e-auction portal with Class III Digital signature (refer DSC Manual for details and support) and keep themselves ready for the e-auction.
- ii) **AUCTION REQUEST COMPLETION PROCESS OF e-AUCTION PORTAL.**

N.b:- After uploading of all required document, qualified bidders are requested to pay Auction fee, after that he/she has to click on "Generate Acknowledgement" &

generate/download the auction submission acknowledgement for the land parcel on real time and note down the bid control number for future reference. Without auction submission acknowledgement in schedule time, even if bidder paid their EMD amount/uploads mandatory document, the auction portal can't recognize the bidder and he/she may not take part in e-bid participation of Auction.

- iii) Online forward auction bidding shall commence on the scheduled date and time and will continue till 17:00 hr of the same day, with auto extension facility as per conditions mentioned.
- iv) Bidders who have completed the Auction formalities and paid the prescribed charges can start bidding in the online forward auction from the Bid Start price (Base price + one incremental value) onwards only. Hence, the first online bid that comes in the system during the online Forward auction shall be higher than the auction's Base Price by one increment or absolute multiples of increment.
- v) Then onwards bidding will have to be higher by one incremental value than the H1 rate as quoted and displayed on screen or higher than the H1 rate/price by multiples of the incremental value.
- vi) Bidders will be able to view the following on their screen along with the necessary fields in the Forward Auction.
  - Opening Bid Start Price & minimum Increment Value.
  - Leading (highest) Bid in the e-Auction
  - Bidder himself is H1
- vii) The bids will be taken as an offer to purchase the property as per terms & conditions attached with the Auction / RFP. Bids once made by a Bidder, cannot be cancelled / withdrawn by the Bidder and the Bidder shall be bound by the bid quoted, failing which the Earnest Money will be forfeited.
- viii) The Bidder must read the terms and conditions of the e-Auction very carefully for participating in bidding process.
- ix) OSHB reserves rights to cancel the highest bid in any condition; whatsoever. The Notice for such cancellation shall be duly notified on the e-Auction portal.
- x) OSHB reserves the right to modify/ amend the terms and conditions and intimate the same prior to commencement of e-Auction or while the auction is in progress.
- xi) OSHB reserves the right to postpone the date of auction due to technical issues. In such an event, all the applicants/ bidders will be intimated by e-mail, and this will be advertised in the newspapers.
- xii) **TRAINING:** Interested Bidder can avail the training (online) by a request mail / contacting the Auction support team (details are given below) before the start of Auction period of bidding.

Mail id: [eauctionhelpdesk@tenderwizard.com](mailto:eauctionhelpdesk@tenderwizard.com)

Contact: Mr. Satamanyu Routray: 9937140591; Mr. Lokesh: 09686115304; Mr. Rahil : 7008521627

xiii) **MANUALS:** For complete details on e-auction please visit to our auction portal i.e., [www.auctionwizard.in/OSHB](http://www.auctionwizard.in/OSHB). Auction manual is available in the Web site, under Manual

xiv) **Contact for other queries** (Time: 10.30 Hours to 17.30 Hours on working days):

- 1) Secretary, OSHB- Mail id: [secretary@oshb.org](mailto:secretary@oshb.org)- 0674-2390784
- 2) Scheme Officer, OSHB- Mail id: [schemeofficer@oshb@gmail.com](mailto:schemeofficer@oshb@gmail.com)- 0674-2392587, 0674-2391542 (Ext- 213, 127)
- 3) PMU, OSHB- Mail id: [oshbpmuengg@gmail.com](mailto:oshbpmuengg@gmail.com)

## 7. PROCEDURES TO BE FOLLOWED

### 7.1. ENQUIRIES & CLARIFICATIONS

Enquiries, if any, should be addressed to:

To

**Secretary, OSHB,**  
Odisha State Housing Board (OSHB),  
A/32, Unit -III, Sachivalaya Marg,  
Bhubaneswar 751 001, Odisha, India.  
Email id: [secretary@oshb.org](mailto:secretary@oshb.org)  
Tel. No: +91 674 2393524, +91 674 2390141

OSHB shall aggregate all requests for clarifications received from Bidders by the due date stated in Section 5.16 of the RFP, without specifying the source of such request(s), and shall prepare a consolidated response as appropriate, which shall be distributed to all Bidders.

### 7.2. CHECKLIST AND SEQUENCE OF DOCUMENTS IN THE BID

Bidders are required to arrange their documents forming part of their Bid proposal document in the following order. **THE BIDDERS MUST INCLUDE THE CHECKLIST IN THE PROPOSAL DOCUMENT BY INDICATING THE PAGE NUMBER FOR THE LIST MENTIONED BELOW.**

A. Technical Bid (in envelope-I)

S.no	Reference - Format specified in Part I of the RFP	Document Description
1.	Section 8 – Covering Letter	Covering Letter as per the format specified along with a duly stamped original Power of Attorney authorising the authorised representative and signatory to act on behalf of the Bidder.
2.	Section 10 – Description of the Bidder	Description of the Bidder, Nature of Bidding Company, others as per the format specified
3.	Clause no. 5.10 – Declaration from the Bidder	Affidavit as described in Clause no. 5.10 specifying the details of any conviction in a Court of Law, investigations pending, adverse orders against the bidder or its sister concerns / higher level management, other details as specified.
4.	Clause 5.1.1.(3) – Undertaking regarding Non-Backlisting	UNDERTAKING from the bidder on the Stamp Paper of appropriate value in shape of affidavit duly signed by the authorised signatory of the entity stating - The firm / organization is not blacklisted / barred by OSHB or Government of

S.no	Reference - Format specified in Part I of the RFP	Document Description
		Odisha (GoO) from participating in projects in Odisha as on the Bid Submission Due Date.
5.	Section 9 – Letter of Commitment	Letters of Commitment as per the format specified in Section 9 of the RFP, from each of the entities (which may be Subsidiary of the Bidding Company), the strengths of which are desired to be considered for the purpose of evaluation.
6.	Clause 5.22.1 and Clause 5.22.3 - EMD and Application Fee	Earnest Money Deposit to be paid by the bidder as per clause no. 5.22.1 of the RFP along with Application Fees as per Clause 5.22.3 of the RFP.
7.	Section 14 - Assessing Bidders Minimum Eligibility Criteria	Bidders to provide details as per FORM 14A, Form 14B and Form 14C
8.	Section 11 – Bidders Financing and Implementation Capability	Project 'Financing and Implementation Capability' of the Bidder as per the format specified in Section 11.
9.	Section 5.1.3	Audited balance sheet and profit and loss account for the last three (3) financial years along with IT returns.
10.	Section 15	Power of Attorney for signing of application.
11.	Section 12	Undertaking of Commercial Offer
12.	Checklist of Forms / documents (as per this section of the RFP)	Indicating the page number in the proposal.

#### A. Financial Bid (in envelope-II)

S.no	Reference - Format specified in Part I of the RFP	Document Description
01	Section 16 –	Financial Proposal/ Bid

### 7.3. BID SUBMISSION

- i) The Bidder can submit the Bid (containing both technical and financial bids) by registered post / speed post / courier (no drop box facility is available for submission of sealed cover Bid and hand delivery of Bid is not allowed). The bid should reach the

under mentioned address by the time and date stipulated in the RFP. Bids received after the due date and time shall not be accepted.

To

Secretary, OSHB,  
Odisha State Housing Board (OSHB),  
A/32, Unit -III, Sachivalaya Marg,  
Bhubaneswar 751 001, Odisha, India.  
Tel. No: +91 674 2393524, +91 674 2390141

- ii) Each Bid shall indicate that it is a firm and irrevocable offer and shall remain valid and open for a period of not less than 180 days from the last date for submission of the Bid as indicated in the RFP. Non-adherence to this requirement may be a ground for declaring the Bid as "Non-responsive". However, OSHB may solicit the Bidder's consent for extension of the period of validity. The request and response shall be in writing. A Bidder accepting OSHB's request for extension of validity shall not be permitted to modify his Bid in any other respect.

## 8. FORMAT OF COVERING LETTER

*(The covering letter is to be submitted by the Bidder on appropriate company letterhead)*

Date:

Place:

To

Secretary, OSHB,  
Odisha State Housing Board (OSHB),  
A/32, Unit -III, Sachivalaya Marg,  
Bhubaneswar 751 001, Odisha, India.  
Tel. No: +91 674 2393524, +91 674 2390141

Dear Madam / Sir,

Sub: Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar

Please find enclosed one (1) original + two (2) copies of our Stage-1 Technical Bid in respect of the Selection of Developer through E-auction process for development of Residential Apartment Project at Ranasinghpur, Bhubaneswar, Odisha, India, in response to the *Request for Proposal* ("RFP") Document issued by the OSHB dated \_\_\_\_\_.

We hereby confirm the following:

1. The Bid is being submitted by \_\_\_\_\_ (*name of the Bidding Company*) who is the Bidding Company, in accordance with the conditions stipulated in the RFP..
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by OSHB and in any subsequent communication sent by OSHB. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from OSHB.
3. We desire / do not desire (*Please strike out whichever is not applicable*) to get credited for the financial strength of our Subsidiary.
4. We desire / do not desire (*Please strike out whichever is not applicable*) to get credited for the technical strength of our Subsidiary.
5. \_\_\_\_\_ (*mention name(s) of the entities that are Subsidiary(ies)*), is/are the Subsidiary(ies) as per the conditions stipulated in the RFP, of

\_\_\_\_\_ (*mention name(s) of the Bidding Company whose Subsidiary(ies) have been listed above and cite relationship thereof*).

6. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
7. We as the Bidding Company, designate Mr./Ms. \_\_\_\_\_ (*mention name, designation, contact address, phone no., E-mail id, etc.*), as our Authorised Representative and Signatory who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of us in respect of the Project.
8. A Power of Attorney from the Bidding Company authorising the undersigned as the Authorised Representative, Signatory and Contact Person who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Project is included as a part of the Proposal.
9. Our Bid is a firm and irrevocable offer and shall remain valid until \_\_\_\_\_. We agree to reasonably consider any request from OSHB to extend further the validity period beyond this date.

For and on behalf of :

Signature:

(Authorised Representative and Signatory)

Name of the Person :

Designation :

List of Enclosures :

## 9. FORMAT OF LETTER OF COMMITMENT

*(The Letter of Commitment is to be submitted by EACH Subsidiary of the Bidding Company whose strengths are desired to be considered for purpose of the evaluation of the Minimum Eligibility Criteria of the RFP, on appropriate company letterhead)*

Date:

Place:

To

Secretary, OSHB ,  
Odisha State Housing Board (OSHB),  
A/32, Unit -III, Sachivalaya Marg,  
Bhubaneswar 751 001, Odisha, India.  
Tel. No: +91 674 2393524, +91 674 2390141

Dear Madam / Sir,

Sub: Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar

This has reference to the Stage 1 Technical Bid being submitted by \_\_\_\_\_  
(*name of the Bidding Company*), in respect of the Selection of Developer through E-auction process for development of Residential Apartment Project at Bhubaneswar, Odisha, India in response to the *Request for Proposal* ("RFP") Document issued by the OSHB dated \_\_\_\_\_.

We hereby confirm the following:

1. We \_\_\_\_\_ (name of Subsidiary), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:  
The Request for Proposal (RFP) Document issued by OSHB.  
All subsequent communications between OSHB and the Bidder, represented by \_\_\_\_\_ (*name of the Bidding Company*).
2. We have satisfied ourselves regarding our role as \_\_\_\_\_ (*here give a brief description of the role*) in the Project as specified in the Bid. If \_\_\_\_\_ (*name of the Bidding Company*) is awarded the Project we shall perform our role as outlined in the Bid to the best of our abilities.

3. The nature of our legal relationship with the Bidding Company is specified in the Bid, as per the requirements stated in the RFP.
4. We undertake to support \_\_\_\_\_ (*name of the Bidding Company*) in respect of the roles \_\_\_\_\_ (*briefly define the roles of the Bidding Company*) as detailed in the Bid being submitted by \_\_\_\_\_ (*name of the Bidding company*).
5. We (in case of Subsidiary(ies), whose strengths are desired to be credited for evaluation of Minimum Eligibility Criteria) also agree that after the submission of the Bid, we shall not change our role/ stakes in a way that violates the selection. In any case, if any change is proposed in a Subsidiary of the Bidding Company after submission of the RFP, we agree to secure a prior approval of OSHB.
6. We therefore request OSHB to consider our strengths, our experience, and our track record as specified in the RFP pursuant to the conditions specified in the RFP, for the purposes of evaluation.

For and on behalf of :

Signature:

(Authorised Signatory of respective Subsidiary)

Name of the Person :

Designation :

## 10. DESCRIPTION OF THE BIDDER

### 1. FOR A BIDDING COMPANY

- i) Name of the Bidding Company:
- ii) Nature of the Bidding Company (*Whether the Bidding Company is a corporation, Partnership, Proprietorship, Trust etc.*):
- iii) Name and details of the Subsidiary Company (for purpose of evaluation), if applicable:

## 11. INFORMATION SUBMISSION FOR TECHNICAL CAPABILITY EVALUATION

Table: Format for showcasing Information of Bidders PROJECT FINANCING AND IMPLEMENTATION CAPABILITY (refer Clause 5.1.2.2 of the RFP) -

Name of the Entity Executed the Project (Bidding Company /)	
Name of the Project	
Total Project Cost (in INR Lakhs)	
Project Financing Structure <ul style="list-style-type: none"> <li>- Equity Investment</li> <li>- Debt Raised</li> <li>- Other (please specify)</li> </ul>	
Year of Project Commencement	
Year of Project Completion	
Banks/ FIs from which Funds were Raised	
Brief Description of the Project	
Stake of Entity being Evaluated in Company for which Funds were Raised	

**FORMAT (TABLE) FOR SUBMISSION OF INFORMATION ON PROJECT FINANCING AND IMPLEMENTATION CAPABILITY TO BE CERTIFIED BY CHARTERED ACCOUNTANT.**

## 12. UNDERTAKING OF COMMERCIAL OFFER

(On appropriate company letterhead)

Date:

Place:

To

Secretary, OSHB,  
Odisha State Housing Board (OSHB),  
A/32, Unit -III, Sachivalaya Marg,  
Bhubaneswar 751 001, Odisha, India.  
Tel. No: +91 674 2393524, +91 674 2390141

Dear Madam / Sir,

Sub: Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar

Please find enclosed our undertaking Commercial Offer in respect of the Selection of Developer through E-auction process for development of Residential Apartment Project at Bhubaneswar, Odisha, India in response to the *Request for Proposal* ("RFP") Document issued by the OSHB dated \_\_\_\_\_.

We hereby confirm the following payment mechanism for the above Quoted Bid Amount:

1. We hereby confirm that we shall abide to pay the Quoted Amount during the E-auction process as follows:
  - (A) Instalment I: We confirm that an upfront payment of 25% of Quoted Bid Amount (including EMD) plus Applicable GST is to be paid to OSHB on or before 60 (Sixty) days of issue of Letter of Intent (LoI) by OSHB.
  - (B) Instalment II: We will pay remaining 75% of the Quoted Bid Amount plus Applicable GST along with a Bank Guarantee towards Performance Security of 5% of Quoted Bid Amount to OSHB on or before 180 days from the date of issuance of LOI (before execution of deed for transfer of ownership).
2. We understand that this offer of Quoted Bid Amount in e-auction will be incorporated in the deed for transfer of ownership to be signed between OSHB and the Developer.
3. We confirm that we have the option of prepayment of balance Quoted Bid Amount in part or full. The interest charged would be on outstanding balance and till the date of payment.
4. We agree that in case any variance in the area is found at the time of handing over possession, the balance Quoted Bid Amount offered by us shall be adjusted on pro-rata basis.

5. We also understand that in addition to the Quoted Bid Amount, we shall provide other considerations including GST, Registration charges, stamp duty incidental charges etc., as per the terms and conditions of the RFP.
6. We also understand that the final selection is solely based on the Quoted Bid Amount and as such our offer shall be incorporated without any changes whatsoever in the deed for transfer of ownership to be signed between OSHB and the Developer.
7. We also understand that our offer for Quoted Bid Amount and other considerations to be made to OSHB are key obligations under the RFP.
8. We also confirm that OSHB's role is only limited to handover the litigation free and encroachment free land to us upon receipt of total quoted bid amount, applicable GST and any other statutory dues and after completion of all formalities including deed for transfer of ownership. All the charges related to the documentation, ancillary fees, ground rent, tax, cess, GST, registration charges, any other applicable charges in addition to the quoted bid value will be borne by us.
9. We also understand that the deed for transfer of ownership for the land parcel shall be executed between us and OSHB only after compliance of payment of full quoted bid amount including GST and other applicable charges as stipulated in RFP after which the Project land and possession will be transferred to us.

For and on behalf of :

Signature:

(Authorised Representative and Signatory)

Name of the Person :

Designation :

### 13. FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

From:

[Name of the Bank, and its Branch Address] [Nationalised Bank only]

To:

The Secretary, OSHB  
Odisha State Housing Board,  
A/32, Unit -III, Sachivalaya Marg,  
Bhubaneswar - 751 001,  
Odisha.

- A. \_\_\_\_\_ (the "Company") has submitted bid for Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar (hereinafter referred to as "the Project") and has been selected as the Preferred Bidder and has been intimated through the Letter of Intent vide letter no. \_\_\_\_\_ dated \_\_\_\_\_ ("the Lol") issued by Odisha State Housing Board ("OSHB").
- B. As per the terms of Clause 5.22.2 of the Request for Proposal issued by OSHB, the Company is required to furnish to OSHB an unconditional & irrevocable Bank Guarantee in favour of OSHB for an amount of Rs. \_\_\_\_\_ only (Indian Rupees \_\_\_\_\_ Only) as Performance Security .
- C. The outstanding Quoted Bid Amount has been paid as per the provisions of the Request for Proposal document issued by OSHB.
- D. [Name of the Bank] (the "Guarantor") has agreed to give OSHB the above-mentioned guarantee on the terms set out herein.

Guarantee

1. We, [Name of Bank] (the "Guarantor") with its registered office at [Address of the Bank], guarantee to pay OSHB upon first written demand and without any deduction any sum claimed by OSHB up to a maximum of Rs. \_\_\_\_\_ only (Indian Rupees \_\_\_\_\_ Only) (the "Guaranteed Sum") subject to the conditions set out below.
2. OSHB shall make a demand no greater than the sum equivalent to the obligation amount of the Company.
3. The copy of the demand by OSHB has been sent to the Company.

4. The Guarantor irrevocably promises to pay upon the receipt of a written demand from OSHB, which shall be final and conclusive as against the Guarantor requiring the Guarantor to make the payment to OSHB.
5. This guarantee is valid and effective from \_\_\_\_\_ and shall remain in full force and effect for \_\_\_\_\_ months thereafter. This Guarantee shall be valid and effective up to [Date of validity of the Bank Guarantee] for enabling OSHB to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee.
6. The Guarantor agrees that its obligation to pay any demand made by OSHB before the expiry of this Guarantee will continue until the amount demanded has been paid in full. However, if OSHB does not make written demand within specified period, the Guarantor will be discharged from all its obligations at the expiry of the Guarantee.
7. The Guarantor agrees that it will not assign its obligations under this Guarantee without the prior written consent of OSHB. OSHB will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to the Guarantor and the assignee assumes in writing the obligations of the Guarantor under this Guarantee at the same time or before the assignment.
8. This Guarantee binds the Guarantor, its successors and permitted assigns.
9. The Guarantor has power to issue this Guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.
10. Our liability under this Bank Guarantee shall not exceed Rs. -----.
11. This Bank Guarantees shall be valid up to Dt.-----.
12. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only against the written claim or demand on or before Dt.\_\_\_\_\_.

Seal of the Guarantor:

Name of the Guarantor:

Signature:

Name:

Title:

Date:

## 14. FORMATS FOR ASSESSING BIDDERS' MINIMUM ELIGIBILITY

### **FORM 14A**

1. Details of Applicant
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/or commencement of business:
  - (e) Permanent Account Number (PAN):
  - (f) GST No.
2. Brief description of the 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 within the Company:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) Email id:
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) Email id:
5. Bank Details of the Bidder
  - (a) Bank Account Number:
  - (b) Bank Account Type:

- (c) Name of Account Holder:
  - (d) Name of the Bank:
  - (e) Bank Branch Name:
  - (f) IFSC Code:
  - (g) MICR No.
  - (h) Address of Bank Branch:
  - (i) Email id:
6. Organisation chart and details of key personnel in the organisation including in-house engineers, architects, etc

**FORM 14B**

## Technical Qualification Criteria and Relevant Past Experience

To,

Secretary, OSHB,

Odisha State Housing Board (OSHB),

Sachivalaya Marg,

Bhubaneswar 751 001, Odisha, India.

Tel. No: +91 674 2393524, +91 674 2390141

Dear Madam / Sir,

Sub: Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ransinghpur in Bhubaneswar

We meet the Technical Eligibility Criteria and Relevant Past Experience requirements as per the RFP on account of the following project(s):

Table 1: (Category-1) Development of Residential and/or Real Estate Project: Own Projects (Bidding Company / Subsidiary Company)

Project Name	Project Description	Area Developed (Sq.ft)	Project Cost (Rs.in Lakh)	Year of Project Completion

Table 2: (Category-2) Development of Residential / Commercial Real Estate: Engineering Procurement Construction (EPC), Lump-sum Turnkey (LSTK) and Item rate contracts (Bidding Company / Subsidiary Company)

Project Name	Project Description	Area Developed (Sq.ft)	Project Cost (Rs.in Lakh)	Year of Project Completion

Signature of Company Secretary / Director / CEO / Managing Director of the Bidding Company

(Please also affix company seal)

Date:

*Note: Please specify details of whether and how the above criteria are being met through Subsidiaries. The above response sheet should be signed and certified as true by the Company Secretary / Director / CEO / Managing Director of the bidder.*

**FORM 14C**

## Financial Qualification Criteria (Equivalent Rs Lakhs)

[This should be provided through the certificate of the Statutory Auditor/Chartered Accountant with membership number of the Applicant]

Dear Madam / Sir,

Sub: Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar - Technical Bid.

We certify that the Applicant has a net worth of Rs. \_\_\_\_\_ Lakhs as per the latest audited / provisional balance sheet as on 31 March 2023 authenticated by Chartered Accountant.

This net worth has been calculated as per the instructions provided in the RFP.

For the above calculations, we have considered the following companies:

Name of Company (Bidding Company / Subsidiary Company)	Relationship with Applicant	Net Worth of Company

*Signature and Seal of Statutory Auditor/Chartered Accountant with membership number*

Dated:

*Along with the above auditors' certificate, in a separate sheet, please specify details of whether and how the above criteria is being met through Subsidiaries*

Instructions:

1. Please enclose the audited annual reports for last three years of each of the companies whose net worth has been used for meeting the net worth mentioned above

## 15. FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

### Power of Attorney

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar ("The Project"), including signing and submission of all documents and providing information / responses to OSHB, representing us in all matters before OSHB, and generally dealing with OSHB in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Accordingly for all consequential acts done / performed, understanding arrived at, decisions taken and /or disputes finalised including financial aspect, we shall be held responsible for and all act(s) done by him irrespective of its consequences.

For \_\_\_\_\_

Accepted

(signature)

(Name, Title, and Address of the Attorney)

Note:

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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.

FINANCIAL PROPOSAL

**Format For  
Financial Proposal / Bid**  
*[On the Letter head of the Bidder]*

Date:

**To,**

The Secretary, OSHB,  
Odisha State Housing Board (OSHB),  
Sachivalaya Marg,  
Bhubaneswar 751 001, Odisha, India.

Tel. No: +91 674 2393524, +91 674 2390141

Sub: Selection of Developer by E-bidding through Auction process for Development of Residential Apartment Project over Land Measuring Ac. 4.65 dec. at Mouza Ranasinghpur in Bhubaneswar – Financial proposal / Bid.

Dear Madam / Sir,

1. Having examined the bidding documents (RFP), including Addenda dated \_\_\_\_\_, Clarifications/Reply to Pre-Bid queries and your requirements incorporated in the minutes of pre-bid meeting dated \_\_\_\_\_, we the undersigned, offer our financial proposal / bid in full conformity with the said bidding / RFP documents.
2. We agree to abide by this Bid, which consist of our financial offer hereto, for a period of 180 days from the date fixed for submission of the bids and it shall remain binding on us and may be accepted by you any time before the expiration of that period.
3. We hereby submit our Financial Bid for the entire Ac. 4.65 dec of land as given in the following table for undertaking the aforesaid Project in accordance with the Bidding / RFP Documents.

Sl. No.	Description	Total Amount (In INR)
01	Up-front land premium offered to OSHB (as per the terms of the RFP) for the entire land parcel of Ac. 4.65 Dec at Ranasinghpur	Rs. _____/-
	In words	Rupees _____ Only

4. We hereby confirm that, our financial bid submitted is over and above to the reserve price / upset price indicated in the RFP.

- 
5. We agree that all other charges as indicated in the RFP like GST, statutory dues / taxes and other required charges as applicable will have to be paid extra over the price quoted.
  6. We agree that the highest financial proposal quoted by qualified bidder shall become the base price in E-auction platform and the bidder quoting highest commercial offer in E-Auction platform shall be selected as the Preferred bidder.
  7. We abide by the above offer/quote and terms condition of the RFP.

Yours faithfully,

\_\_\_\_\_  
(Signature of Authorised Signatory)  
(Name, Title, Address, Date)

**SCHEDULE 1****DEVELOPMENT MILESTONES**

[See Definitions: "Development Milestone(s)" (Clause 4.7)]

The Developer should achieve the following milestones:

<b>Milestone no.</b>	<b>Description of Milestone</b>	<b>Time for Achieving the Milestone</b>
<b>PHASE I</b>		
Milestone 1	Finalization of the Engineering Documents, Designs & Drawings for the entire project.	Within 365 days from the Execution of deed for transfer of ownership
Milestone 2	Submission of documents, Designs, drawings and plans to the statutory authorities and approvals from all Statutory approvals; Obtaining approval from ORERA and start of construction.	
<b>PHASE II</b>		
Milestone 3	Project Construction and obtaining Occupancy Certificate (OC)-	Within Six (6) years from the date of Execution of deed for transfer of ownership.
Milestone 4	Maintaining the project as per ORERA Guidelines	As per provision of RERA Act.

- (i) The time schedule specified in the above Development Milestones has to be strictly adhered to by both parties.
- (ii) The Project period is kept as Six (6) years from the date of execution of deed for transfer of ownership.
- (iii) The Developer shall submit quarterly reports comprising the process for meeting the Development Milestones of the Project to OSHB in the format as required.
- (iv) The independent engineer / project engineer / OSHBs authorised personal appointed by OSHB shall inspect the project / progress and submit reports to OSHB directly.

**SCHEDULE 2****LAND DETAILS**

Area measuring Ac.4.65 dec. in Mouza: Ranasinghpur. P.S Khandagiri, Bhubaneswar, District Khorda, Odisha under the jurisdiction of District Sub-Registrar, Bhubaneswar.

Khata No.	Revenue Plot No.	Area
407	11/1440 (P)	Ac 4.65
Total		Ac. 4.65

Bounded by: -

North - Vipul Greens Housing Complex

South - OPTCL Boundary

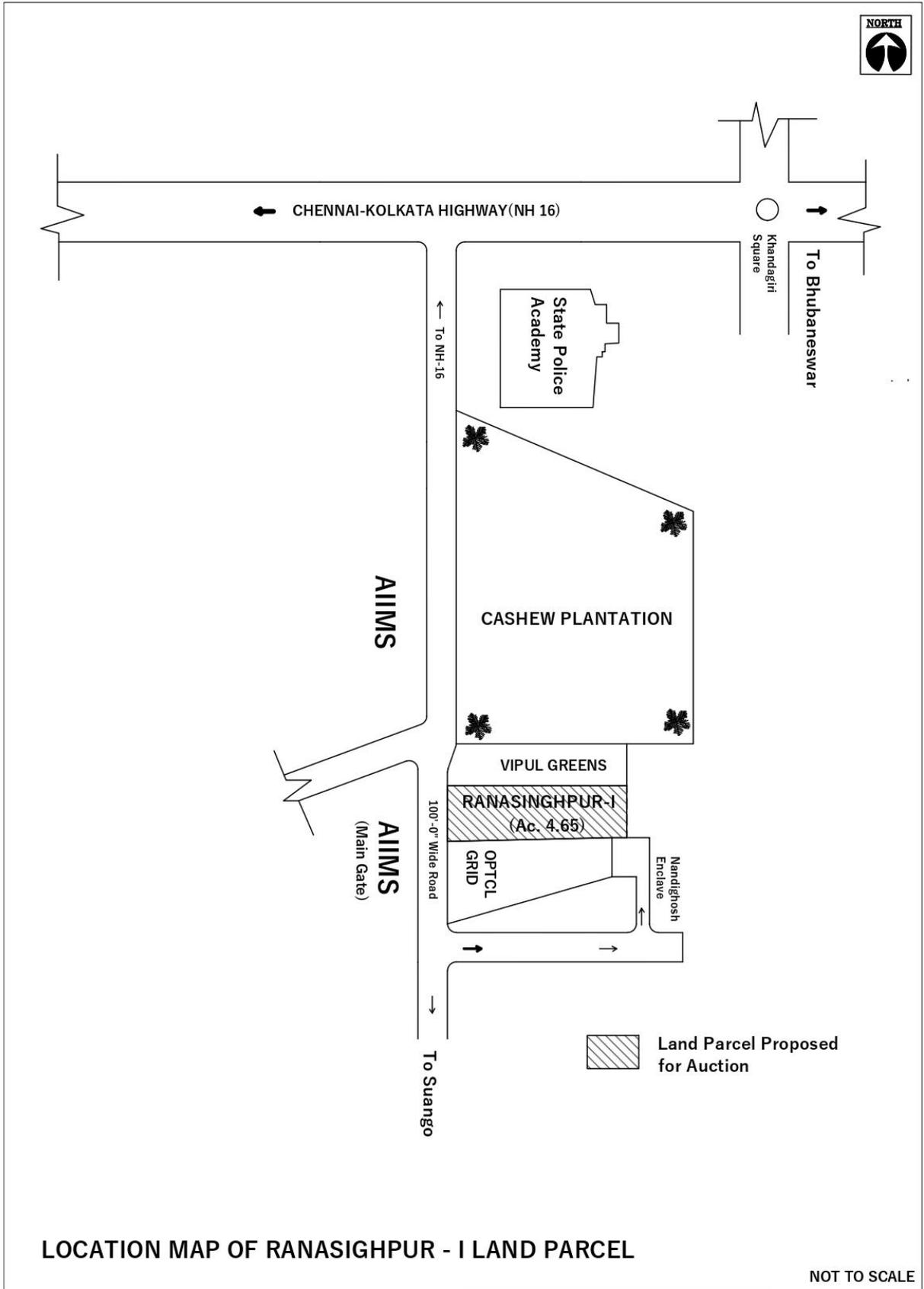
East - Police Housing Boundary

West - Road

### **SCHEDULE 3**

**DRAFT FORMAT OF LEASE / CONVEYANCE DEED OF LAND FOR DEVELOPMENT OF RESIDENTIAL APARTMENT PROJECT IN MOUZA RANASINGHPUR AT BHUBANESWAR**

(Note: The deed for transfer of ownership shall be finalized based on the provisions of the principal lease deed, conditions of the RFP document and other as deemed fit by OSHB)



LOCATION MAP OF RANASINGHPUR - I LAND PARCEL

NOT TO SCALE