

GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Municipal Administration and Urban Development Department - Development of Municipal Markets and Construction of Parking Complexes in Municipal Corporation areas in the state under Public Private Partnership (PPP) Mode and Build Operate Transfer (BOT) system - Scheme approved - Orders - Issued.

MUNICIPAL ADMINISTRATION & URBAN DEVELOPMENT (F2) DEPARTMENT

G.O. Ms. No. 160

Dated: 6-4-2006

Read the Following:-

1. G.O. Ms. No. 535, MA&UD (J1) Department, Dated 8-7-1978
2. G.O. Ms. No. 602, MA&UD (F2) Department, Dated 14-12-2001.
3. G.O. Ms. No. 81, MA&UD (F2) Department, Dated 3-3-2004.
4. From the Commissioner, MCH Lr. No. 660/EO/E6/MCH/2005/612, dated 29-7-2005.
5. From the Commissioner, MCH Lr. No. 660/EO/E6/MCH/2005/1002, dated 28-10-2005.

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ORDER:

In the G.O. 1st read above, Government have issued orders for construction of shopping complexes by Municipalities and Corporations on municipal lands as per the detailed guidelines annexed to the said G.O.

2 In the G.O. 2nd read above, Government have issued orders permitting the Commissioner, Municipal Corporation of Hyderabad to develop 16 Market Complexes at various places in Twin Cities through firms/Agencies on developed area sharing basis on Design, Build, Operate and Transfer basis duly following the terms and conditions annexed to the said G.O.

3 In the G.O. 3rd read above, on the request of the Commissioner, Municipal Corporation of Hyderabad, Government issued order permitting the Commissioner, Municipal Corporation of Hyderabad to develop the Market Complexes as per the guidelines laid down in the G.O. 1st read above instead of the terms and conditions annexed to the G.O. 2nd read above.

4 The Commissioner, Municipal Corporation of Hyderabad in the reference 4th read above has furnished modified proposals for the development of Municipal Markets on Public Private Partnership Mode and construction of Parking Complexes under Build Operate Transfer system with modified terms of reference and requested the Government to accord permission to ground the scheme.

5 Government have examined the proposals of the Commissioner, Municipal Corporation of Hyderabad and decided to extend the scheme to all the Municipal Corporations in the State.

6 Government therefore hereby permit all the Commissioners of Municipal Corporations in the State for construction of Municipal Markets under Public Private Partnership (PPP) Mode and Parking Complexes under Build, Operate and Transfer (BOT) system on the corporation lands.

PTO

7 Accordingly the appended notification shall be published in the Andhra Pradesh Gazette, dated 15-4-2006.

8 The Commissioner of Printing, Stationery and Stores Purchase, Hyderabad, is requested to publish and arrange to supply (100) copies for the use of the Government.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

VEENA ISH
SECRETARY TO GOVERNMENT

To
The Commissioner of Printing,
Stationery and stores purchase, Hyderabad is requested
to furnish 50 copies of Notification to the All the Commissioners of
Municipal Corporations in the State.
All the Commissioners of Municipal Corporations in the State.

Sf/Sc.

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415/06

//FORWARDED BY ORDER//

SECTION OFFICER

NOTIFICATION

In exercise of the powers conferred by sub-sections (3) and (4) of section 148 of Hyderabad Municipal Corporation Act, 1955 and also read with Section 14 of Andhra Pradesh Municipal Corporation Act, 1994 and in supersession of the orders issued in G.O. Ms. No. 602, MA&UD (F2) Department, Dated:14-12-2001 and G.O. Ms. No. 81, MA&UD (F2) Department, Dated:3-3-2004 the Government hereby permit all the Commissioners of Municipal Corporations in the State to develop the Municipal Markets through private firms/Agencies under PPP (Public Private Partnership) mode and to construct Parking Complexes under BOT (Build, Operate and Transfer) system on the lands belonging to Municipal Corporations following the procedure laid down in the Hyderabad Municipal Corporation Act, 1955 and also read with Section 14 of Andhra Pradesh Municipal Corporation Act, 1994, the Municipal Corporation of Hyderabad (Acquisition and disposal of Immovable Property) Rules, 1970, issued in G.O. Ms. No. 408 MA dated 28-5-1970 and the terms of reference shown in Annexure appended to this notification.

VEENA ISH
SECRETARY TO GOVERNMENT

ANNEXURE
TERMS OF REFERENCE
[TOR]

SCOPE:

1.01 To develop and construct Municipal Market Complexes belonging to Municipal Corporations of the State under PPP Mode [Public Private Partnership Mode]. The system envisages the successful Developer to take up the construction of market complex building at his own cost, transferring maximum share to concerned Municipal Corporations of the State and retain the balance share as undivided share. The Successful Developer will be given undivided share of land for sale/or to lease off his shared portion.

Redevelopment of Municipal Market Complexes and Construction of Parking Complexes under Public Private Partnership Mode:

1. The Corporation would make a basic building plan indicating the number of floors, plinth area conforming to the local building bye laws. The plan would also be drawn keeping in view the condition of the local existing market and its requirements keeping in view the existing tenants and their future accommodation.
2. Detailed Specifications would be furnished by Municipal Corporation in the Bid Document. Building specifications would be finalized and type of materials to be used would be frozen. In order to make the process simple and transparent, the designs and plans would have to get maximum FSI permissible as per rules. Developer have to offer maximum share to the Municipal Corporation. No relaxations of the FSI or other relaxation/modifications should be made after finalization of the agreement.
3. Based on the Base Plans bids would be invited through an open tender asking the developer to submit the technical, managerial and financial capabilities in cover one, the detailed building plan in cover two and financial bid in cover three.
4. The system envisages the successful Developer to take up construction of Market Complex Building at his own cost.
5. The Developer would then submit the detailed plans duly taking into account the base plans.

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6. The Development Agreement ultimately to be entered between the developer and Municipal Corporation would form part of the Bid document. It will be ensured that Developers also get a chance to discuss the agreement in advance and all the Developers will know what agreement they are going to sign before hand.
 7. After the finalization of the detailed drawings, designs and construction methodology, estimated costs etc., the modalities to open the financial cover would take place.
 8. The floor space being created would be shared between the developer and the Municipal Corporation. The Municipal Corporation floor space share will be the bid criterion. As the value of the floor space varies from floor to floor, the calculation of the floor space would be a weighted one on the basis of the local market value for individual floors. The weighted value will be given in the Bid Document.
 9. The Municipal Corporation on its own / through consultants appointed shall check the progress and ensure that the construction is according to the specifications and designs finalized by the Municipal Corporation.
 10. Under no circumstances changes should be allowed in the agreement after opening of bids.
 11. In each floor the space being offered by the developer would be according to the choice of the Municipal Corporation.
 12. Parking Place will be shared proportionately with reference to the ratio of allotment for Municipal Corporation, and developer, in each Cellar.
 13. The share given to the developer will be transferred with undivided share of land for sale/lease for commercial purpose.
 14. As the space accruing to the ULB (Urban Local Bodies) may not be adequate for meeting the requirements of all the tenants in ground floor, they would require to be adjusted in upper floors. The space in upper floors would have a differential rents as is prevailing locally. The tenants would be adjusted at lease with a discount not more than 25% and at 1/5th of the prevailing good will amount. The floor choice would be done through a lottery amongst the tenants.

If any existing tenant asks for extra space, the extra space will be allotted only on commercial terms on prevailing market rates. In extraordinary circumstances, the Commissioner can take a judicious decision regarding the relaxation of 1/5th goodwill amount based on the local conditions and the status of existing tenants.

15. From the Municipal Corporation share of built up area the left over space after allotment to the existing tenants, will be put to goodwill auction, as per the current procedure in vogue. The goodwill auction amount bid out would become the basis for calculating the amounts for the existing tenants as mentioned in the para 14.
16. The Developer shall have to hand over the constructed market complex to the Municipal Corporation as per the scheduled time given to him. If the Developer exceeds the scheduled time he will be penalized as per the Agreement Terms.
17. The right of ownership of set backs and all open spaces and terrace of the market complexes constructed including Advertisements vests with the Municipal Corporation.
18. The maintenance of the complex for a period of at least 5 years will be the responsibility of the developer and within the period Municipal Corporation may take appropriate action to form a society of the occupiers and transfer the responsibility of the maintenance to the various occupiers.
19. The EMD as well as bid processing fees will be collected. While EMD can be returned to the unsuccessful Developers, bid processing fee will be non refundable.
20. Bids will be called for developing the Market Complex, to be built, by the Developer at his own cost. The only bid criteria should be the constructed floor space to be offered to the Municipal Corporation. As the value of the floor space varies from floor to floor-weighted averages based on the cost of the land and the local market value for commercial space shall be finalized.
21. The same model can be used for taking up parking lots/parking Complexes, wherein the space getting shared with the Corporation is envisaged to be used as parking space instead of commercial use.

22. It would be the responsibility of the developer to get a certificate of structure stability and necessary clearance at his own cost. It would be responsibility of the developer to pay all the building permit fees and other such charges payable to the ULB/UDA as per norms etc.

Construction of Municipal Parking Complexes under BOT System.

1. As in market complexes, designs and the estimated cost should be worked out before going for the bidding.
2. Based on the ground conditions, Building byelaws and traffic studies and projections the Corporation would freeze a plan for the parking lot. The same plan would then be put for bid by the prospective Developers.
3. The entry fee to be charged would be left to the discretion of the Developer.
4. Terrace rights and other advertising rights shall be vested with the developer till the period of concession.
5. Selection of Developer will be on the basis of the Developer opting for a minimum concession period of operation.
6. It would be the responsibility of the Developer to get building construction, structure stability and necessary clearances at his own cost.
7. This model also can be applied for underground parking complexes leaving over the top terrace portion as green/open area.

1.02 Input (By Municipal Corporation)

- I) Make available the list and individual site plans of the proposed Mpl. Market Complexes / Parking Lots.
- II) Counter part staff to assist the Developers/Firms, to liaison with concerned departments.

Terms & conditions for lease under Public Private Partnership Mode System

2.01 Successful Developer

The Successful Developer will be required to promote a company in accordance with Companies Act of India 1956 & other relevant Acts and any subsequent modifications thereto, for the specific purpose of taking the said area for development from Municipal Corporation and for executing the project as per the terms and conditions of this document.

2.02 Fencing during construction

The Successful Developer shall fence within a period of one month from the date of execution of contract agreement, the area agreed to be developed. The Successful Developer shall not encroach upon any adjoining land, road, pathway or footpath of Urban Development Authority /Municipal Corporation / others in any manner whatsoever. Any such encroachment shall be deemed to be a breach of the terms and conditions of the agreement and may attract termination of the agreement.

2.03 Offers under PPP Mode

The Developer shall offer maximum share of built-up area that will be given to Municipal Corporation initially for the occupation under PPP Mode [Public Private Partnership Mode] which should be given in sealed envelope 2 as detailed in section 5.12.

2.04 Rules regarding Use of Land

The said area can be used for construction of commercial Municipal Market as outlined in the plans submitted to Municipal Corporation under the terms of this ITO (Initial Terms of Offer).

The successful Developer will obtain independently all permissions, sanctions or licenses necessary for the development of the area. No successful Developer shall claim any consideration or concession from Municipal Corporation on ground of having been unable to obtain necessary permission, sanction or license for the development of the area within stipulated dates.

2.05 Type of use and FSI

The area shall be used only for the purpose specified in the ITO and for no other purpose. The Floor Space Index to be consumed shall be strictly as per prevailing Byelaws and Rules by Government of A.P and any subsequent modification issued thereto.

2.06 Submission of Plans and construction

The successful Developer shall get the designs and plans, including the elevation and façade, approved by the committee constituted by the Municipal Corporation for this purpose. The successful Developer shall complete the construction of the Municipal Market Complex within a period specified in the bid document from the date of execution of the agreement with Municipal Corporation, within which time the successful Developer should make full use of the permissible Floor Space Index as per plan submitted to

Municipal Corporation in the Bid. In case of delay by the developer the penalty conditions as per Agreement will be imposed.

2.07 Mortgage of area

Municipal Corporation will not grant any permission for mortgage of the area by the Successful Developer to any other party for any purpose for execution of said Project.

2.08 Utilities

It would be the responsibility of Successful Developer to approach appropriate authorities, make necessary payments and secure approvals for the utilities such as Water Supply, Drainage, Electricity, Transformer, Generator & Fire Services etc., required for the project. Municipal Corporation will not bear any cost for any fee or levy whatsoever.

2.09 Inspection

Municipal Corporation or any of its authorized representative reserves the right to carry out inspections at regular intervals, in order to satisfy itself as to the progress of work and adherence to plan submitted in the Bid. Municipal Corporation also reserves the right to carry out Inspection at regular intervals in order to satisfy itself as to the maintenance of the building.

2.10 Abandonment

The project would be deemed to be abandoned by the successful Developer if, in Municipal Corporation opinion, the successful Developer has failed to adhere to the time schedules indicated or any extensions granted thereto by Municipal Corporation. However, before considering any action against the successful Developer for abandonment, Municipal Corporation would give reasonable opportunity to the successful Developer to suitably represent his case.

2.11 Re-entry

In case of abandonment of work as defined at Section 2.10 above, Municipal Corporation would have the right to regain possession of the land, along with all construction material, etc. and the Successful Developer would have no claim whatsoever, on the material etc., so seized.

The Developer who abandons the project in some other way is unable to fulfill the terms of the agreement will not be allowed to participate in any future tender floated by

Municipal Corporation for the purpose of completion of any project of Municipal Corporation.

2.12 Nuisance

The Successful Developer shall not at any time do, cause or permit nuisance in or upon the said area.

2.13 Application of Law

The Developer shall be governed by the rules and regulations as made under the Andhra Pradesh Urban Areas [Development] Act of 1975 or directions of the Government and such other terms and conditions as may be communicated by Urban Development Authority / Municipal Corporation / other local authorities from time to time.

2.14 Dispute Settlement

a. The arbitration for fulfilling the duties set forth in the Arbitrations clause of the Standard preliminary Specification shall consist of the following members in accordance with the instruction laid down in G.O.Ms.No.430 I (I.R.V.), Dept., dated 24.10.1983 read with G.O.Ms.No.160 I & CAD (Projects Wing) Dept., dated 01.06.1987.

Sl.No.	Value of Claim (Rs.)	Panel of Arbitrators.
1	Upto Rs.10,000/-	Superintending Engineer (Public Health) or other Circle (to be nominated by the Chief Engineer)
2	Above Rs.10,000/- and upto Rs.50,000/-	a) Another Chief Engineer of same Department (to be nominated by the Chief Engineer) (Public Health) b) Where there is only one Chief Engineer in the Department, the Chief Engineer will submit proposals to Government in the Administration Dept. for nomination of another chief Engineer as Arbitrator by the Government.
3	Above Rs. 50,000/-	They shall be decided by the Civil Court of Competent Jurisdiction by way of Regular Suit and not by arbitration.

b. A reference for adjudication under this clauses shall be made by either party to the contract within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment.

2.15 Penalty

(a) Delays in Execution:

The Successful Developer shall commence the work immediately after entering into the Agreement and handing over of site and shall complete the construction of Municipal

Market Complex within the stipulated time from the date of execution of the agreement. In case the Successful Developer fails to complete the construction work under the agreement, he shall be liable to pay the Municipal Corporation a suitable penalty as decided by Municipal Corporation.

(b) Deviation from approved plans and designs:

The Successful Developer shall not deviate from the approved plans and designs. In case he makes any alternations or deviations, it will be unilaterally removed / demolished by the Municipal Corporation without giving any notice to the party and the cost incurred on such removal / demolition shall be recovered from the Successful Developer.

OTHER TERMS & CONDITIONS

3.01 Municipal Corporation reserves right to amend, alter, modify or revoke any or all of these conditions at any time at its sole discretion. The right to reject any Bid without assigning any reasons whatsoever is reserved by Municipal Corporation.

3.02 The successful Developer shall also abide by all regulations affecting the conduct of business, as are made or amended from time to time by Municipal Corporation or the State Government [Govt. AP].

3.03 The Successful Developer shall not encroach upon spaces in front or behind or by the sides of the said area.

3.04 The Successful Developer shall agree & abide by the instructions given from time of time by the Commissioner, MUNICIPAL CORPORATION, or his authorized representative, regarding conduct of business generally and any other matter so that activities of the successful Developer will not cause any nuisance or obstruction to other persons.

3.05 The successful Developer shall not store, permit to store in the said area, any hazardous or inflammable articles or substances or use the said land for any purpose, which may be likely to cause injury, nuisance or annoyance to other persons. He shall follow scrupulously, all the provisions of the relevant Acts / Rules before undertaking any activity relating to storage or detonation of explosives or hazardous substances. He shall also take sufficient precautions so as to prevent any type of accidents.

3.06 Successful Developer will have to enter into agreement in the prescribed form on Non Judicial Stamp Paper worth of Rs.1,000/- with the Commissioner, Municipal Corporation.

GENERAL TERMS AND CONDITIONS

4.01 The forwarding letter for the Bid must be as per Annexure, completed in all respects.

4.02 The Bid shall be for the entire area of one market / parking complex and not for part thereof. Bids should be submitted for market / parking complex separately.

4.03 Minimum Eligibility Criteria

- [1] The Contracting Firm should have completed a major building complex as a prime contractor on turn-key basis / L.S. Contract basis worth twice the tentative cost of project arrived at based on permissible FSI and plinth area rate or above in any one year during the last Five years.
- [2] The contracting firms should have the experience in architectural and structural designs and construction of multi-storied commercial complex / building of at least five floors.
- [3] The contracting firm should submit copy of the latest Income Tax Certificate of the company.
- [4] The contracting firm should have executed electrification, fire fighting and other allied works of commercial building on turn-key basis.
- [5] The contracting firm should be having own / leased plant and machinery as specified in the Bid Document.
- [6] The contracting form is required to produce a Solvency Certificate for at least Rs.10 Crores from any Nationalized bank / scheduled Bank.
- [7] Annual turn-over not less than Rs.5.00 Crores in the last two years.
- [8] The form should have qualified Technical Persons capable of executing the project with a minimum experience of 3 years
[Relevant documents should be enclosed].

Selection Process

5.01 The submission of Bids by interested parties in response to the ITO would require to be in three separate sealed envelopes as indicated below

Envelop1: Technical, Managerial and Financial Capabilities

Envelop2: Detailed Building Designs, Specifications, Cost estimates etc.

Envelop3: Financial offer along with estimates of project costs and means of finance.

5.02 Step 1 – Technical, Managerial and Financial Capabilities :

In the first step, Municipal Corporation will evaluate, as per the evaluation criteria laid down in section 5.03 of this document, the information submitted by the Developer in Envelope-1 (Technical) of the Bid.

The information / documents to be submitted in Envelope-1 (Technical) is detailed in Section 5.12 of this document.

5.03 Evaluation Criteria

Developers would be evaluated as per the following criteria, by the High Powered Committee formed by Municipal Corporation, on the basis of the information provided by them.

Sl. No.	Technical Evaluation Criteria	Maximum Marks
A	Past Experience satisfying eligibility criteria	10
	Additional project executed upto 2 projects 5 marks for each project	10
B	Annual turnover upto Rs.5.00 Crores	10
	Additional turnover 1 mark for each Rs.1.00 Crore maximum of Rs.10.00 Crores	10
C	Possession of Plat and Machinery	10
D	Having qualified Technical Persons	10
E	Architectural features / Designs	30
F	Innovative designs and experience in constructional methodology	10
TOTAL		100

5.04 Evaluation Process

Step 1: Municipal Corporation will return, unopened, the Envelope 3 (Financial) of the Bid, to the Developers who do not secure a minimum of 60 marks out of 100, as per the technical evaluation criteria above. Developer shall secure a minimum of 60 marks out of 100 to become eligible for opening of envelope 3.

Step 2: Approval of detailed designs, cost estimates offered, building specifications along with means of finance.

Step 3 – Final Bid criterion:

The Final Bid Offer (Percentage offer of area proposed to be handed over to Municipal Corporation) (Envelope 3) of all the short listed Developers would be opened on the date specified in this document.

5.05 Procedure to be followed

5.05.1 Pre-Bid Meeting

A pre-Bid meeting shall be held to clarify any queries that the Developers may have. Developer's queries (in writing), seeking clarification to be addressed in this meeting, should reach Municipal Corporation by the due date mentioned in this document. Queries received after such date will not be addressed at this meeting, subject to Municipal Corporation's discretion. All queries that are received on or before the late date scheduled for such queries shall be addressed to Municipal Corporation in writing. MUNICIPAL CORPORATION shall compile all such queries, without specifying the source and shall prepare a response, which shall be noted that queries in writing would be entertained only from parties who have procured this document.

5.05.2 Site Visit and Survey

Developers may, prior to submitting their Bid for the Project, visit and examine the site of the project and its surroundings at their own expense and collect all information necessary for preparing their Bids.

If any assistance is required for site visit, concerned Officers of Municipal Corporation may be approached during office hours between 10.30 a.m. to 4.00 p.m., on working days.

The Developer shall be deemed to have full knowledge of the site whether physically inspected or not.

5.05.3 Submission of Bid

Envelope 1 – Technical, Managerial and Financial Capabilities

The information to be submitted in Envelope 1 of the Bids described in Section 5.12.

The Developer shall place one (original) + one (copy) in a sealed envelope, which shall be super scribed as under:

Envelope 1 – Original Bid for development at _____ Hyderabad –
Technical, Managerial and Financial Capabilities

Envelope 1 – (Copy) Bid for development at _____ Hyderabad –
Technical, Managerial and Financial Capabilities

Submitted by: _____
_____ (Name of the Developer)

Envelope-2 (Building Designs/ Plans)

Envelope 2 - Original Bid for development at _____ Hyderabad –
detailed designs, specifications, cost estimates along with means of finance etc.,

**Envelope 3 – Financial Offer (Percentage offer of area proposed to be handed over to
Municipal Corporation)**

The information to be submitted in envelope 3 is described in Section 5.12.

The Developer shall place one (original) in a sealed envelope, which shall be super-
scribed as under:

Envelope 3 – Original Bid for development at _____ Hyderabad –
Financial Offer

Submitted by : _____
_____ (Name of the Developer)

The Developer can submit the Bid by registered post/courier or submit the Bid in
person, so as reach the designated address within the time and date. Municipal Corporation
shall not be responsible for any delay /damage in transport in submission of the Bids.

5.05.4 Initialing of the Bids

Each page of the Bid shall be signed/initialed by the Developer or his authorized
representative.

5.06 Instructions to Developers

- [a] Bids that are incomplete in any respect or those that are not consistent with
the requirements as specified in this ITO (Initial Terms of Offer) or those
that do not contain the forwarding letter as per format at Annexure 'D', are
liable for rejection. Strict adherence to formats, wherever specified, is
required. Non-adherence to formats may be ground for rejecting the Bid.
- [b] All communication and information provided in writing and in the English
language only.

- [c] All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amounts in words will be taken as correct.
- [d] No change in, or supplementary information to a Bid shall be accepted once submitted. However, Municipal Corporation reserves the right to seek additional information from the Developers, if found necessary, during the course of evaluation of the Bid. Non-submission of such additional information or delayed submission of such additional information or clarifications sought by Municipal Corporation, may be grounds for rejecting the Bid.
- [e] The Bids shall be evaluated as per the criteria specified in this ITO documents. However, within the broad framework of the evaluation parameters as stated in the ITO, Municipal Corporation reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Developers.
- [f] No Developer / Promoter / Affiliated can propose to be a member of more than one Bidding company for submission of the Bid for the project. A Single entity cannot propose to be a member of more than one Bidding company.
- [g] The Developer may if he desires designate his ('authorized representative and signatory') authorized to represent the Developer in his dealings with Municipal Corporation. The acknowledgement of receipt of ITO document shall be signed by 'authorized representative and signatory'. This designated person should hold the power of attorney and be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Developer, etc., for its project.
- [h] The Bid (and any additional information/documents sent subsequently) shall also bear the sign / initials of the Developer/Authorized Signatory and stamp of the entity thereof on each page of the Bid.

- [i] For a Bidding Consortium, no change in the membership of the consortium, in responsibilities, or commitments of any consortium member / promoter (s) / affiliates (s) / subsidiary (les) whose strengths are being credited for evaluation, shall be permitted after submission of the Bid. Further to Bid submission, if at any stage thereafter, a change in the responsibilities or membership in the consortium (in respect of any consortium member / promoter (s) / affiliate (s) / Subsidiary (i.e., whose any of strengths have been credited for evaluation) is proposed, it would need to be communicated to Municipal Corporation in writing for its approval. Municipal Corporation would reserve the right to reject such requests for a change of consortium structure, if in its opinion, it would adversely affect the strengths of such consortium as originally evaluated. Moreover, Municipal Corporation reserves the overriding right to reject any Bid pursuant to any change in the composition of the Bidding company / Bidding consortium without ascribing any reasons whatsoever.
- [j] Mere submission of information does not entitle the Developer to meet any eligibility criterion. Municipal Corporation reserves the right to vet and verify any or all the information submitted by the Developer.
- [k] If any claim made or information provided by the Developer at any stage of the Bidding process, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Mpl. Corporation.
- [l] The Developer shall be responsible for all the costs associated with the preparation of the Bid. Municipal Corporation shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

5.07 Validity of Bid

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 3 months from the last date for submission of the Bid. Non-adherence to this requirement may be a ground for rejecting the Bid. However, Municipal Corporation may solicit the Developer's consent for extension of the period of validity. If the Developer agrees to reasonably consider such a request, the request and response shall be in writing. A

Developer accepting Municipal Corporation's request for extension of validity shall not be permitted to modify his Bid in any other respect.

5.08 EMD

5.08.1 Developers are requested to submit EMD for an amount of 2½% of the estimated project cost as decided by the Commissioner in each case by way of a Demand Draft from any Scheduled Bank in India, drawn in favour of the Commissioner, Municipal Corporation for each Municipal Market separately.

5.08.2 Bids which are not accompanied by the above EMD will be summarily rejected. Subject to the other clauses of this document, Municipal Corporation shall reserve the right to forfeit the EMD under the following conditions.

- I. If the Developer withdraws his Bid at any time during the stipulated period of Bid validity (or upon subject to extension of validity period).
- II. If the Developer, for the period of Bid validity, in Municipal Corporation's opinion, commits a material breach of any of the terms and / or conditions contained in the ITO document and / or subsequent communication from Municipal Corporation in this regard and / or fails or refuses to execute the Work Order (in the event of the award of the project to it) and / or.
- III. Fails or refuses to furnish the performance guarantee within the stipulated time (viz., 15 days from the issue of Work Order to it);

5.08.3 The EMD of Developers who are not short listed would be refunded by Municipal Corporation, without interest, within 30 days of returning of unopened Envelope-3 (Financial).

5.08.4 In respect of short listed Bids, the EMD of the unsuccessful Developers will be refunded, without interest, within One Months following the issue of Work Order to the successful Developer.

5.08.5 The EMD of the successful Developer shall be refunded, without interest, after completion of defect liability period of 2 years after successful completion of the project.

5.09 Performance Guarantee

The successful Developer shall be required to submit, before execution of the agreement, a performance guarantee in the form of a bank guarantee for an amount equivalent to 5% of

the Project Cost, the details of which shall be provided at the time of issue of work order.
The performance guarantee shall remain valid till the completion of the project.

The performance Guarantee would be invoked by Municipal Corporation in case of abandonment of the project or material breach of any of the terms and / or conditions of the agreement.

5.10 Conditional Offer

Developer shall not add new conditions or delete any conditions from the document. Any conditional offer is liable to be summarily rejected.

5.11 Currency

All transactions shall be in Indian Rupees only.

5.12 Documents / Information to be enclosed:

The Developer is requested to enclose with the Bid, the following documents:

Envelope-1 (Technical)

- [a] Forwarding Letter as per specified format at Annexure.
- [b] Certified copies of (I) Memorandum and Articles of Association, (II) Certificate of Incorporation and (III) Certified copy of the Board Resolution authorizing the Signatory of the Developer to Bid.
- [c] Copies, certified documents, etc., of projects executed by the Developer during the last five years, along with detailed costs, completion certificates/commendation letters, along with reasons for delay, if any.
- [d] Details of projects-in-hand which shall include name, total contract value, work completed, time schedule, etc.
- [e] Certified copies of Income Tax returns for the last three years.
- [f] Certified copy of audited balance sheet and profit and loss statement for the last five years.
- [g] Copy of experience certificates having completed a major building complex as a prime contractor on turn-key basis / L.S. Contract basis worth twice the tentative cost of the Project [arrived at based on permissible FSI and plinth area rate] or above in any one year during the last five years.

- [h] Copies of works executed relating to electrification, fire fighting and other allied works of commercial buildings on turnkey basis.
- [i] Copies of documents owning plant and machinery.
- [j] The contracting firm is required to produce a Solvency Certificate of at least Rs. (10) crores from any Nationalized Bank / Scheduled Bank.
- [k] Architectural Plan on the basis of which the said project is to be developed. The said plan should include layout, facilities, etc., on the basis of which the Commercial Municipal Markets is proposed to be constructed.
- [l] Schedule of work proposed for the project, which shall, in any case, not exceed one year from the date of execution of contract agreement.
- [m] CVs of key personnel for prior projects and CVs of personnel proposed to be assigned for this project.
- [n] EMD - DD from any Scheduled Bank drawn in favour of Commissioner, MUNICIPAL CORPORATION (for each Municipal Market Complex separately).

Envelope-2 (Building Designs/ Plans)

The Developer shall get the designs and plans, including the elevation and facade, approved by the committee constituted by the Municipal Corporation for this purpose, as mentioned at 2.06

Envelope-3 (Financial)

The Developer shall indicate the maximum percentage of built up area that will be given to Municipal Corporation initially under PPP Mode. The built up area so constructed shall be shared between the Municipal Corporation and the builder as mentioned at 1.01.

5.13 Opening of Financial Offer

Financial offers Envelope (3) of the short listed Developers only will be opened on the date and time and venue indicated here in before in this document. The Developer or his authorized representative will be permitted to remain present when the financial offers are opened.

5.14 Payment of stamp duty and registration charges.

The successful Developer will bear wholly and exclusively the stamp duty and such other charges payable in accordance with Indian Stamp Act as applicable in the state of Andhra Pradesh, India and other relevant acts, on the agreement to be executed between Municipal Corporation and the Successful Developer *for the Developers share of area* and shall be registered under the Indian Stamps and Registration Act.

5.15 Development Contract Agreement under Public Private Partnership System:

The successful Developer shall enter into an agreement with Municipal Corporation for implementation of the project and submission of performance guarantee and any other charges payable. The format of the draft agreement is at Annexure of this document.

5.16 Payment of land revenue & other Taxes:

The successful Developer shall pay land revenue and cesses, assessed or which may be assessed on the area agreed to be developed by him. The successful Developer shall also be responsible to pay all the Principal Taxes as applicable and fixed by Government Andhra Pradesh / Municipal Corporation for the commercial premises yearly without fail.

5.17 Special Terms and Conditions

5.17.1 The successful Developer shall indicate the maximum percentage of constructed area that will be given to Municipal Corporation initially for the work under PPP Mode. The built up area so constructed shall be shared between the Municipal Corporation and the builder as per the proposals indicated in 1.01.

5.17.2 The successful Developer will be given a right to sale or lease the built up area of their share for commercial use. For this purpose agreement shall be entered into between Municipal Corporation., and developer.

**VEENA ISH
SECRETARY TO GOVERNMENT**