



REQUEST FOR PROPOSAL

AGNIBINA TOWNSHIP

ASANSOL DURGAPUR DEVELOPMENT AUTHORITY

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DISCLAIMER

- i. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to bidder(s), whether verbally or in documentary or any other form by or on behalf of the Urban Development & Municipal Affairs Department, Government of West Bengal (UD&MA) or Asansol Durgapur Development Authority (ADDA) or any of their employees or advisors or consultants, is provided to bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. This RFP is not an agreement and is neither an offer nor invitation by UD&MA / ADDA to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical and financial offers pursuant to this RFP (the "bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by UD&MA / ADDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the UD&MA / ADDA, its employees or advisors or consultants to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and fulfillment of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. UD&MA / ADDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- iv. UD&MA / ADDA, its employees, advisors and consultants make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP

- or arising in any way in this bidding process.
- v. UD&MA / ADDA also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any bidder upon the statements contained in this RFP.
 - vi. UD&MA / ADDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
 - vii. The issue of this RFP does not imply that UD&MA / ADDA is bound to select a bidder or to appoint the Selected Bidder or SPV, as the case may be, for the Project and UD&MA / ADDA reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.
 - viii. UD&MA / ADDA reserves all rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.
 - ix. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by UD&MA / ADDA or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and UD&MA / ADDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process

SECTION – I : DEFINITION, PROJECT STRUCTURE AND INTRODUCTION

1.1 DEFINITION

The words and expressions beginning with capital letters and defined in this RFP document shall, unless the context otherwise requires, have the meaning hereinafter respectively ascribed thereto:

1. “Agreement” shall mean the Lease Deed to be executed by the Department of Urban Development and Municipal Affairs Department, Government of West Bengal / its representative, namely, Asansol Durgapur Development Authority in respect of the Project Land in favour of the company to be incorporated by the Selected Bidder under the Companies Act, 2013 for implementation of the Project in accordance with the provision of the RFP document.
2. “Associate” shall mean in relation to the bidder/ consortium member, a person who controls, is controlled by, or is under the common control with such bidder/ consortium member (the Associate”).

Explanation:- For purposes of this definition, 'control' shall have the meaning as follows: Control with respect to any Person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise, or the power to elect more than one- half of the directors, partners or other individuals exercising similar authority with respect to such Person, or (b) the possession, directly or indirectly, of a voting interest of more than 50% and a contractual shareholder or director with veto right in management matters.

3. “Authority” shall mean Asansol Durgapur Development Authority, a Statutory Authority of the State of West Bengal under the administrative control of the Urban Development and Municipal Affairs Department, Government of West Bengal for carrying out the bidding process and other allied activities on its behalf.
4. “Basic Urban Infrastructure Amenities” shall have the same meaning as defined in the West Bengal Town & Country Planning (Development of Township Projects Rules, 2008) and subsequent amendments thereof.
5. “Bid” shall mean the response submitted by the bidder in response to the RFP in accordance with the terms and conditions of this RFP, including clarifications and/or amendments to the extent permitted thereto.
6. “Bid Security or Earnest Money Deposit” shall mean the security furnished by the bidder as stipulated in clause 3.7 of the RFP document.
7. “Bidder” shall mean the bidding entity, company or consortium of companies, as the context

- may admit or require, who are intending to submit their bid.
8. Bid Evaluation Committee shall mean the committee constituted by ADDA/Lessor for evaluating the bids.
 9. "Built up area" or "Floor Area" means the covered area of a building at all floors levels either added, together or constructed.
 10. "Completion Date" means the date on which Urban Development and Municipal Affairs Department, Government of West Bengal / Project Engineer issues the Completion Certificate by confirming completion of the Minimum Development Obligation.
 11. Conflict of Interest' shall mean as has been enumerated in Clause 2.1.10.
 12. "Consortium' shall mean a group of legally constituted entities, subject to a maximum of 3 (three), including the Lead Member, each being a member of such consortium who have jointly submitted their bid for implementing the Project, in accordance with the terms of this RFP.
 13. Consortium Agreement' shall mean an agreement to be entered into amongst all the members of the Consortium and forming part of their bid.
 14. 'Due Date' shall mean the last date and time for receipt of the Bid, and as mentioned in this RFP.
 15. 'Eligibility Criteria' shall mean the General, Financial and Technical criteria stipulated in this RFP document, which the bidder is required to meet in order to be eligible for evaluation of his Bid.
 16. 'EWS Dwelling Units' shall mean in case of the construction and delivery of Economically Weaker Section (EWS) units - (A) The size, specification, configuration and process of selection and valuation shall be as decided by the Housing Department in due course. (B) The development of EWS and Non-EWS dwelling units may be allowed simultaneously. However, the delivery of EWS Units has to be completed before delivery of Non-EWS units.
 17. 'Global FSI' shall mean total FSI permissible within the Project.
 18. 'Project Engineer' shall mean the firm appointed by the UD&MA Dept. / Lessor as per the process laid down in this RFP for monitoring and certifying the progress of the work, compliance with the stipulated guidelines and to confirm the development as per plan within stipulated timeframe.
 19. "INR" means Indian Rupees.
 20. 'Lead Member' shall mean, in case of a Consortium, the entity holding a minimum equity stake of 51% in the Consortium and nominated by the members of the Consortium to act as the lead member of the Consortium and meets the Eligibility Criteria and is authorized for submission of Bid and representing the Consortium in all matters pertaining to the RFP and having the primary responsibility of developing and implementing the Project.
 21. 'Lease Period' shall mean a period of 99 (ninety nine) years including the construction period

from the date of signing of the lease agreement and the lease will be renewable on expiry of 99 years for a further period of 99 years as per prevailing policy and norms of the Government at the time of renewal .

22. 'Lessee' / Preferred Bidder shall mean the company incorporated by the Selected Bidder under the Companies Act, 2013 or any statutory modification thereof, in favour of which the Department of Urban Development, Government of West Bengal would execute the Lease Deed for implementation of the Project.
23. 'Land Premium' shall mean the highest Financial Bid payable by the Selected Bidder to the Lessor in the manner prescribed in the RFP document and in consideration of the grant of the Lease Rights.
24. 'Letter of Intent' or 'LOI' shall mean the letter to be issued by the Lessor to the Selected Bidder conveying intention of award of the Project, in accordance with the terms of this RFP.
25. 'Lessor' shall mean the Asansol Durgapur Development Authority (ADDA). / Urban Development and Municipal Affairs Department, Government of West Bengal.
26. 'Minimum Development Obligation' shall mean the construction of EWS Dwelling Unit, to be developed by the Lessee/ Selected Bidder as per the provisions of this RFP, the West Bengal Town & Country Planning (and Development) Township Rules, 2008, and the DPR duly approved by ADDA. Bidder shall simultaneously develop the remunerative part and non-remunerative part of the project as per approved DPR.
27. 'Performance Security' shall mean the irrevocable & unconditional bank guarantee furnished by the Selected Bidder as per the terms of the RFP.
28. 'Power of Attorney' shall mean the Power of Attorney, in the format provided in this RFP, to be furnished by the bidder/Consortium authorizing a person to sign the Bid and act for and on behalf of the bidder/Consortium during the bidding process and in case the bidder is a Consortium, it shall also mean the Power of Attorney in favour of the Lead Member in the format provided in this RFP, furnished by the members of the Consortium.
29. 'Project' shall, inter alia, include design, construction, development, finance, operation of the Agnibina Township in accordance with the terms of this RFP, laid down theme for the project and Lease Deed, prescribed specifications and performance standards, good industry practices and applicable rules and regulations including provisions of the West Bengal Town and Country Planning (Development of Township Project) Rules, 2008 Township Policy and as per approved DPR.
30. 'Project Land' shall mean piece and parcel of land containing an area of 59.2 acres more or less, situated at Mouza - Ganrui, Asansol, more particularly described at Schedule A of the Lease Deed.
31. 'Request for Proposal' or 'RFP' shall mean the Request for Proposal document including the draft Lease Deed, Annexure and Addendum thereof issued by ADDA for selection of a

suitable Lessee to implement the Project, and shall include any modifications, amendments or alterations or clarifications thereto.

32. "Selected Bidder" shall mean the bidder selected, pursuant to the bid evaluation process set forth in this RFP document, for implementation of the Project and to whom LOI has been issued by the Lessor.
33. "Theme" or "Thematic Development" for the purpose of this project shall mean Non Residential Thematic Development Zone which includes appropriate theme like Green Industry / IT Hub / Institutional use or Mixed use Zone.
34. 'Taxes and Duties' shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the development, operation and management of the Project.
35. 'Technical Criteria' shall mean the Eligibility criteria stipulated in this RFP, required to be fulfilled by the bidder.
36. "UD&MA" shall mean the Urban Development and Municipal Affairs Department, Government of West Bengal.

Interpretation

In the interpretation of this RFP, unless the context otherwise requires:

- a. words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender and vice versa;
- b. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub paragraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- c. the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- d. A reference to any agreement is a reference to that agreement and all annexure, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- e. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- f. Any reference to a person shall include such person's successors and permitted assignees;
- g. A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
- h. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- i. A reference to "month" shall mean a calendar month, a reference to "week" shall mean a

- calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified;
- j. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
 - k. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Lease Deed (as applicable) shall prevail over and supersede the provisions of other documents;
 - l. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Lease Deed;

All capitalized words and expressions used in Volume - I of the RFP but not defined therein shall have the same meaning as ascribed to them in the Lease Deed.

1.2 SUMMARY OF PROJECT STRUCTURE

- I. Project: Agnibina Township at Asansol, Mouza- Ganrui.
- II. The theme “Industry” for the proposed Agnibina Township may be made inclusive by including - IT Hub, Educational and Health Facilities, Technical Institutions, etc, subject to Cabinet approval
- III. Authority: Asansol Durgapur Development Authority, having its Office at Vivekananda Sarani (Senraleigh Road), Near Kalyanpur Housing More, Asansol-713305
- IV. Lessor: Urban Development and Municipal Affairs Department, Government of West Bengal
- V. E-Auction: E-Auction shall be done through web portal [www.eauction](http://www.eauction.gov.in) .gov.in, details guidelines available from [www.eauction](http://www.eauction.gov.in) .gov.in / www.addaonline.in

VI. Important Dates

Events	Proposed Date
Uploading of the Bid-Documents / Date of Publication	07.09.2022 FROM 11.00 A.M.
Bid Submission Start Date	07.09.2022 FROM 12.00 NOON
Pre -Bid Meeting	23.09.2022 at 03.00P.M. at ADDA Conference Hall, Asansol
Bid Submission End Date including Uploading necessary documents of EMD	11.10.2022 upto 05.00P.M.
Approval Start Date	12.10.2022 FROM 11.00A.M.
Approval End Date	01.11.2022 UPTO 05.00 P.M.
Auction Start Date	03.11.2022 at 11.00.A.M
Auction End Date	03.11.2022 at 04.00 P.M

VII. EMD :

An EMD amount of INR 1,00,00,000/- (Indian Rupees One Crore only) to be paid via Netbanking/RTGS/NEFT in the following account details:

Name of the Account: Asansol Durgapur Development Authority
Account Number: 192601000243
MICR Number: 713229003
IFSC Code: ICIC0001926
Bank: - ICICI Bank

Note: Payment receipt reflecting the bank statement to be uploaded in online mode at the time of the Bid Submission, as well to be submitted in Sealed Technical Bid.

VIII. STARTING BID PRICE:

The starting bid price shall be Rs. 1,14,80,03,800/- (Rupees One Hundred and Fourteen Crores Eighty Lakhs Three Thousand and Eight Hundred.).

IX. CONTACT PERSONS:

From UD&MA

Mr Debapriya Biswas, WBCS(Exe)
Additional Secretary, UD&MA,
Ph : 033-23349368
email : dev04jan@gmail.com

From ADDA

Dr Manas Kr. Panda, WBCS (Exe)
AEO, ADDA
Ph : 0341-225 7377
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X. AGREEMENT

A Lease Deed shall be executed in favour of the SPV to be formed by the Selected Bidder to develop the Township Project including the Residential, Commercial, Basic Urban Infra Amenities, Basic Urban Infra Facilities, Non Residential Thematic Economic Zone and other allied facilities subject to it complying the terms and conditions of the West Bengal Town & Country (Planning & Development) Act 1979 including amendments thereof, Township Policy of West Bengal, all applicable rules & regulation in force, Lease Deed, RFP and in the phases as stipulated therein and also having made payment as defined therein. The preferred bidder shall sign as the confirming party. The Lease Deed shall be for a period of 99 years from the effective date as defined in Lease Agreement and the lease will be renewable on expiry of 99 years for a further period of 99 years as per prevailing policy and norms of the Government at the time of renewal.

The Special Purpose Vehicle or Company to be incorporated by the Bidder shall be required to complete within a period of 5years from the signing of the Agreement. The Authority may extend the timeline by another 2 years in case of exceptional circumstances. The Lease Deed shall be executed only after receipt of Land Premium in full by the Lessor.

XI. Scope of the Work of the Selected Bidder/ Lessee

Development of a Theme Township in compliance with the Township Policy/ Rules of Government of West Bengal, applicable development rules and guidelines, conceptual master plan and other terms and conditions of the bid.

- Preparation of Master Plan, Detailed Project Report (the "DPR") consisting of detailed architectural drawings, sanction-able building plans and other related documents, namely procedure and methodology for construction, quality assurance plan, engineering & construction time schedule. The DPR should conform to minimum developmental requirements as provided in the RFP and should be prepared

according to extant building rules (read with land use plan, if any). It is made clear that notwithstanding anything contained in this document, the provisions of extant building rules and regulations shall prevail. The DPR should contain the requirements for both the Residential Zone including EWS units in accordance with the provision contained in Clause (16) of the definition portion of the RFP.

- Approval of the proposed DPR to be obtained from ADDA/Lessor and/ Project Engineer/ third parties engaged by ADDA/Lessor for this purpose.
- All statutory approvals and sanctions to be obtained from the appropriate authorities. All costs and fees payable for such approvals and sanction shall be paid and borne by the Selected Bidder.
- Construction of the EWS and Non Residential Thematic Development Zone as per the approved DPR and as per the Project Milestones and in conformity to the Township Policy with requisite Urban Infrastructure Amenities and Infrastructure Facilities. The development of EWS and non EWS Dwelling Units can be done side by side but delivery of EWS Unit to be completed first.
- The area distribution derived from the West Bengal Town & Country Planning (Township Project Rules) is as follows

Particulars	Percentage	Area
(A) Urban Amenities (<i>road, street light, sanitation, organised open space, etc</i>)	30% of PA	17.76 acre
(B) Urban Facilities (<i>commercial, medical, educational, recreational, etc</i>)	25% of PA	14.8 acre
(C) Additional Open Space (<i>greenery and water body</i>)	10% of PA	5.92 acre
(D) Non-Residential Thematic Economic Activity Zone (<i>Industry</i>)	25% of (PA-A-B-C)	5.18 acre
(E) Residential Housing (<i>25% DUs must be EWS units of 25-30 sq. mt. each</i>)	75% of (PA-A-B-C)	15.54 acre
TOTAL :	100 %	59.2 acre

- At no point of time the minimum norms as per the Township Policy shall be violated during construction of other portion of the project
- Maintenance of constructed Residential /Commercial / Institutional / Green Industrial / Recreational structures /areas to be done by the selected bidder till formation of any apartment owners association / residents welfare association / cooperative society / management
- The successful bidder must complete the development work in at least one-third of the project area to make it operational within a span of 5 years from the date of receipt of formal permission from the concerned Authority and the formal permission shall be deemed to be given on date of execution of Development / Lease Agreement between the Lessor and the Lessee.
- There shall be provision for transfer of lease hold rights of the developer by way of sub lease / sub-let / assignments to the end consumer / client for the remaining period of lease on payment of applicable fees as per prevailing Govt rules and policy.
- If any land filling or clearing of land is required within the auction area then the said work shall have to be undertaken by the selected developer at their own cost.
- Since, Government is the owner of the land and will remain so, and the Agnibina Township is being planned as per Township Policy of the government for public interest within the meaning of section 20(1)(a) of the Urban Land (Ceiling and Regulation) Act, 1976, separate ULC clearance may not be needed for the developer to hold the land for the period of development and to enter into lease / sub-lease / assignment agreements subsequently.
- All costs for onsite utility services like electricity, water supply, etc. shall be borne by the Developer whereas the offsite costs will be borne by ADDA / Government
- All other norms, terms & conditions are required to be followed for carrying out development of township project as per the West Bengal Town & Country Planning (Development of Township Project) Rules 2008 read with subsequent amendments to be followed.

XII. [Receivables from the Project](#)

Subject to the payment of Land Premium, Annual lease rent, all other dues under the lease agreement and on compliance of all conditions thereof, all receivables from the Project shall accrue to the Lessee.

XIII. Cost of Development

All cost of the Project including but not limited to Master Planning, DPR, obtaining approvals for the Project, construction, supervision and transfer to end users shall be on the part of the Selected Bidder. In no event the Authority/ Lessor shall be liable nor shall any liability be declared to be given in the name of the Authority / Lessor.

XIV. Approvals

All approvals and permissions shall be taken by the Selected Bidder/ Lessee. While the responsibility of obtaining the same shall be that of the Selected Bidder/Lessee as the case maybe, the Authority/Lessor shall render all assistance in obtaining such approvals and sanctions. All cost pertaining to the approvals shall be on the part of the Selected Bidder /Lessee, as the case may be. The Selected Bidder/Lessee shall submit all applications and make efforts to obtain all approvals from Governmental Authorities and other Statutory bodies for the purposes of the Project, including approvals for (i) constructing and developing the Project and (ii) operating and maintaining the Project in accordance with the terms of the Lease Deed and Applicable Laws.

XV. Financing

The Selected Bidder/Lessee shall be solely responsible for arranging all the funds for the Project, construction and development of the Project in accordance with the provisions of the Lease Deed. The Lessee may create a Security Interest / charge in respect of its rights under the Lease Deed with prior permission in writing of the Lessor.

XVI. Restrictions on Lease

The Lessee can mortgage the leasehold interest only (and not the demised land itself) of the demised land, whether in full or in part. The Lessee is not entitled to assign its leasehold interest, whether in full or in part. However, the Lessee shall be entitled to sublet, sublease, transfer in the nature of further sublease or otherwise deal with or dispose of the demised area and/or part thereof by demarcating and segregating the same into separate sub- plots and/ or constructed spaces in such subplots not amounting to any assignment of Lessee's interest in the demised area.

The Selected Bidder/Lessee would be entitled to obtain financial facilities in respect of the Project from Scheduled Banks/ Financial Institutions by creating charge/ mortgage in favour of such Scheduled Banks/ Financial Institutions over its right hereunder without however in any manner creating or foisting any liability upon the Lessor/ ADDA. Apart from confirming to such lending institutions that the Selected Bidder would have such right to create a security interest in respect of its rights hereunder including the Lease Deed(s), the Lessor/ADDA would have no financial obligation towards the lending institution. Once such financial facilities are sanctioned, a copy of the Loan

Agreement(s) shall be provided by the Lessee to the Lessor and ADDA. In case of default in making due payment of the financial facilities by the Lessee in terms of such Loan Agreement(s), such Scheduled Banks/ Financial Institutions shall have the right to substitute the Lessee and appoint a new Lessee at the place and stead of the defaulter Lessee, as per the terms prescribed by the Lessor, provided however that such substituted agency shall also fulfil the technical and financial qualification prescribed herein and substitution shall be carried out with the consent of the Lessor and on completion of such documents, as may be prescribed by the Lessor

XVII. Annual Lease Rent

The successful bidder will have to pay an annual lease rent of Rs 1000/- per acre per annum, plus applicable taxes to be paid by the lessee during the lease period.

XVIII. Shareholding Pattern of the Lessee

In case of single entity, the Selected Bidder shall legally and beneficially hold 100% equity in the company / SPV to be formed by the Lessee till the signing of the Lease Deed, 51% up until completion of the Minimum Development Obligation and 26% up until the completion of the Project. In case of Consortium, members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The Selected Consortium shall legally and beneficially holds 100% equity in the Lessee, with Lead Member equity holding not less than 51% till the signing of the Lease Deed, 51% with minimum equity holding of the Lead Member at 26%, up until completion of the Minimum Development Obligation and 26%, with minimum equity holding of the Lead Member at 10%, until the completion of the Project.

Further dilution of the equity structure of the Lessee shall be subject to the approval of the Lessor.

XIX. Other Key Terms

- 1) The eligible bidder quoting the highest Land Premium above the minimum reserve price shall be the Selected Bidder.
- 2) The Selected Bidder shall pay an amount equivalent to 10% of the Financial Bid to the Lessor within 30 days of the issue of the LOI
- 3) The LOI shall be issued to the Selected Bidder by the Lessor and shall facilitate the Selected Bidder in preparation of Master Plan, Detailed Project Report (DPR) consisting of infrastructure development plan, detailed architectural drawings, building plan and other related documents, namely, procedure and methodology for construction, quality assurance plan and engineering and construction time schedule and to enable it to obtain necessary approval sanction permission from various authorities for development of the Project at the

Project Land. The Lessor shall permit the Selected Bidder and/ or the Special Purpose Vehicle (SPV) to undertake the following activities :

- a. To appoint Architect or Architects to survey the land, to carry out soil testing of the Project Area and to develop a detailed master plan and DPR for the project.
- b. To prepare, sign, execute and submit all papers, documents, statements, undertakings, declarations and plans as may be required for sanction of plan by the appropriate authority and/ or for alteration or modification thereof and to sign such plan or plans as may be necessary or may be required from time to time.
- c. To appear and represent before the necessary authorities including the Local Body, Fire Brigade, West Bengal Police, West Bengal Pollution Control Board, Central Pollution Control Board, Competent Authority under the West Bengal Land Reforms Act, 1955 for the purpose of obtaining necessary sanction, approval, permission modification or alteration thereof for the purpose of development at said Project Area.
- d. To pay fees, obtain sanction orders and other permissions from the necessary authorities for sanction, modification or alteration of the plan and also to submit and take delivery of the plans sanctioned by appropriate authority.
- e. To undertake physical survey, soil testing and test piling for the purpose of preparing sanctioned building plan.
- f. To apply for obtaining electricity, water, sewerage, drainage and/or other connections of any other utility in the said Project Area and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things in this regard.
- g. To take steps for undertaking conversion in the nature of the land in the records of the concerned Block Land & Land Reforms Office and making all applications in the name of Lessor, in this regard.
- h. To carry out the environmental assessment study, if so applicable for the project.
- i. For all or any of the purpose hereinbefore stated to appear and represent before all authorities having jurisdiction and to sign, execute and submit all papers and documents in connection with any or all matters above mentioned.

The above permissions are being granted merely on provisional basis subject to fulfilment of all terms and conditions contained in the RFP and will come to an end, if the balance 90% of the Financial Bid is not paid in terms of the RFP. The Selected Bidder and/ or the SPV incorporated by the Selected Bidder shall not enter into any financial transaction or make any offer regarding the Project or any of its components till full payment has been received and Lease Agreement has been duly executed.

- 4) The DPR shall clearly define the construction area as well as core infrastructure & project implementation and shall also clearly define the EWS & Non Residential Thematic Economic

Development Zone to be developed in phases. Such DPR and Master Plan shall be submitted within 90 days of issuance of the LOI. Within this period, the Selected Bidder shall also constitute the Project SPV.

- 5) The Selected Bidder shall obtain the approval of the Authority in respect of the Master Plan and development plan with respect to township policy, bid stipulations and phasing and also submit complete applications for key approvals such as environment approval/ pollution control approval etc. within a period of 180 days as regards the above but not more than 330 days from the Date of Issuance of LOI.
- 6) The Lessee shall pay 90% of the Financial Bid plus applicable taxes within 360 days from the date of issuance of LOI following which the Lease Deed shall be executed. In case, the Selected Bidder fails to deposit the second instalment of 90% within the stipulated time period, the lessor may allow an additional period of 360 days on payment of further 15% of the quoted Land Premium before expiry of the first 360 days from the date of issuance of LOI. However in such case, the Selected Bidder/ Lessee shall pay a delayed payment charge computed at the rate of 12.5% per annum compounded quarterly for the balance period on the balance payment
- 7) The successful bidder will have to pay an annual lease rent of Rs 1000/- per acre per annum plus applicable taxes.
- 8) The phase wise development shall be planned in such a manner such that the development of each phase shall conform to the minimum provisions of the township policy/ rules, applicable development control regulation, land use, development control plans as may be applicable, rules & regulation of the concern Municipality & bid documents. Such phases shall be clearly stated in the DPR prepared by the Selected Bidder. The report shall clearly define the Residential, Basic Urban Infra Amenities, Basic Urban Infra Facilities, Non Residential Thematic Economic Zone and other allied facilities to be developed in each phases and shall conform to the requirement of the bid.

XX. [Project Engineer](#)

An Engineer may be appointed or assigned by UD&MA Dept. for monitoring & certifying for progress of the work compliance with the stipulated guidelines and to confirm the development as per plan within stipulated timeframe.

The role of the Engineer would be to oversee the implementation of the Project by the Selected Bidder, to determine whether the Development Milestone has been met, and whether deviations, if any, are material from the agreed Development Milestone and the approved plans, designs and drawings have been made. The Engineer shall be required to inspect and submit monthly reports to the Authority/Lessor directly. The view of the Engineer shall be ascertained before according

Building Plan approval for future phases. The remuneration of the Project Engineer shall be borne by the Lessee, if outsourced for this project purpose.

XXI. Marketing

The Selected Bidder/Lessee shall be solely responsible for the marketing of the Built-up Project Area in favour of the intending end-users and shall make its best endeavours in this regard. The Selected Bidder shall undertake all marketing activities in this regard at its own costs and expenses.

XXII. Indemnity

The Selected Bidder/Lessee shall be solely responsible for the development of the project and shall ensure compliance with all rules and regulations. The Selected Bidder shall indemnify the Authority/Lessor/ advisors or consultant against all liabilities, losses, claims or proceedings arising out of its actions.

XXIII. Insurance

The Selected Bidder shall at its cost and expense, purchase and maintain such insurance as may appearing to be necessary in accordance with Law, including but not limited to the following:

- Builder's all risk insurance;
- Workmen's compensation insurance; and
- Any other insurance that may be necessary to protect the Selected Bidder, its employees and its assets against loss, damage or destruction at replacement value including all Force Majeure events (as may be defined in the Lease Deed) those are insurable.

XXIV. Internal Infrastructure

The Selected Bidder/Lessee will be responsible for all on-site infrastructure linkages required for the Project including but not limited to road, electricity supply, water supply, waste water and solid waste disposal and storm water drainage. The Authority/Lessor will facilitate for the provisions with respective Government department and agencies at no cost to itself and it shall be the responsibility of the Selected Bidder to fulfill any monetary or other compliances as may be required by such Government Department and Agencies. Necessary off-site infrastructure will be provided by the UD&MA / Authority.

XXV. Security

Selected Bidder/Lessee shall be responsible for the security of the Project land from the Effective Date and shall ensure that there are no encroachments over the entire area allocated for the proposed township

1.3 INTRODUCTION

BACKGROUND & PROJECT INTRODUCTION

The Government of West Bengal is committed towards development of quality urban infrastructure and provision of high quality of life to its urban residents. The State recognizes that urban cities are important growth centres and substantially contribute to the growth of the entire state and the country as a whole. Therefore development of quality urban infrastructure is not only important for provision of quality life to its residents and visitors but also for the economic prosperity of the State as well as the country as a whole.

Asansol Durgapur Development Authority, a statutory body of the Government of West Bengal formulated in pursuance of the provisions of the WBT&CP Act, 1979 under the administrative control of UD&MA Department shouldered the responsibility to implement the state of art theme-based, Agnibina Township.

ADDA on behalf of the Lessor now invites offers from eligible bidders interested in Development of the Agnibina Township at Asansol over 59.2 acres by way of grant of lease for 99 (ninety-nine) years through e-auction to be conducted through the NIC Portal.

The Lessee shall be handed over the possession of the Project Land for the Township on an As-Is-Where-Is Basis only for a period of ninety nine years (99) years from the date of signing of the lease Agreement and in terms thereof.

The scope of work for the Project shall broadly include:

- Development of a Theme Township in compliance with the TownshipPolicy/ Rules of Government of West Bengal, applicable development rules and guidelines, conceptual master plan and other terms and conditions of the bid.
- The following specific stipulations will be followed by the Selected Bidder:
 - Preparation of Master Plan, Detailed Project Report (the "DPR") consisting of detailed architectural drawings, sanction-able building plans and other related documents, namely procedure and methodology for construction, quality assurance plan , engineering & construction time schedule. The DPR should conform to minimum developmental requirements as provided in the RFP and should be prepared according to extant building rules (read with land use plan, if any). It is made clear that notwithstanding anything contained in this document, the provisions of extant building rules and regulations will prevail. The DPR should contain the requirements for both the Residential Zone including EWS units as well as Non Residential Thematic Development Zone which includes appropriate theme like Green Industry / IT Hub / Institutional use or Mixed use Zone. Further, Commercial and Recreational facilities to be incorporated as per existing Township Rules.

- Approval of the proposed DPR to be obtained from ADDA/Lessor and/ Project Engineer/ third parties engaged by ADDA/Lessor for this purpose.
- All statutory approvals and sanctions to be obtained from the appropriate authorities. All costs and fees payable for such approvals and sanction shall be paid and borne by the Selected Bidder.
- Construction of the EWS and Non Residential Thematic Development Zone as per the approved DPR and as per the Project Milestones and in conformity to the Township Policy with requisite Urban Infrastructure Amenities and Infrastructure Facilities. The development of EWS and non EWS Dwelling Units can be done side by side but delivery of EWS Unit to be completed first.
- The area wise distribution derived from the West Bengal Town & Country Planning (Township Project Rules) is as follows

Particulars	Percentage	Area
(A) Urban Amenities (<i>road, street light, sanitation, organised open space, etc</i>)	30% of PA	17.76 acre
(B) Urban Facilities (<i>commercial, medical, educational, recreational, etc</i>)	25% of PA	14.8 acre
(C) Additional Open Space (<i>greenery and water body</i>)	10% of PA	5.92 acre
(D) Non-Residential Thematic Economic Activity Zone (<i>Industry</i>)	25% of (PA-A-B-C)	5.18 acre
(E) Residential Housing (<i>25% DUs must be EWS units of 25-30 sq. mt. each</i>)	75% of (PA-A-B-C)	15.54 acre
TOTAL :	100 %	59.2 acre

- At no point of time the minimum norms as per the Township Policy shall be violated during construction of other portion of the project
- Maintenance of constructed Residential /Commercial / Institutional / Green Industrial / Recreational structures /areas to be done by the selected bidder till formation of any

apartment owner's association / residents welfare association / cooperative society / management

- All other norms, terms & conditions are required to be followed for carrying out development of township project as per the West Bengal Town & Country Planning (Development of Township Project) Rules 2008 read with subsequent amendments to be followed.

The Lease Agreement shall be executed by the Lessor only upon receipt of Land Premium in full as quoted by the Selected Bidder.

A Bidder can be a company under the Companies Act, 1956 or 2013 or subsequent enactments thereof / partnership firm/other legal entity incorporated/established as per the applicable laws of the country of its origin [the "Bidder(s)"]. Subject to terms and conditions mentioned herein, a consortium of maximum three (3) agencies shall be allowed to bid and any Bid submitted by a consortium of entities exceeding three (3) members shall not be considered for evaluation under this RFP. Upon selection, the Preferred Bidder shall be required to incorporate a company under the Companies Act, 2013 as a special purpose company (SPV) prior to execution of the lease agreement (hereinafter referred to as 'Lessee') for the implementation of the Project under and in accordance with the provisions of the lease agreement to be entered into between the Preferred Bidder, Lessee and the Lessor in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

Throughout these bidding documents, the terms 'Bid' and 'Tender' and their derivatives (bidder/tenderer/, bidder/applicant, bid/ tender, bidding/ tendering, etc.) are synonymous.

The Lease Agreement to be entered into between the Lessor, Lessee and the Preferred Bidder shall set forth the detailed terms and conditions for grant of Lease to the Lessee, including the scope of the Lessee's services and obligations (the "Lease").

The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or in any manner the scope of services and obligations of the Lessee set forth in the Lease Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Lease to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

The Authority shall receive Bids pursuant to this RFP in accordance with the terms and conditions set forth herein and other documents as provided by the Authority pursuant to this RFP and as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"). All the Bids shall be prepared and submitted in accordance with such

prescribed terms and conditions on or before the date specified in clause 1.2 of this RFP for submission of Bids (the "Bid Due Date").

Intending bidders shall have to register themselves with National Informatics Centre, Govt. of India on <https://eauction.gov.in> such registration process should be completed before the last date for submission of documents for e-auction. Details are available in the website of ADDA / NIC. Bidders are also requested to note that only digitally signed bids shall be accepted in the e- auction. Hence, they should equip themselves with Indian Digital Signature Certificates before the date of e-auction. ADDA reserves the right to accept / reject any or all offers at its sole discretion without assigning any reason whatsoever and the same will be binding on the Applicant-Bidders. Further, the Bidding Process shall be cancelled, if minimum of 3 bids are not received and the same will be binding on the Applicant-Bidders

Schedule of Bidding Process

ADDA shall endeavour to adhere to the following bidding schedule :

Events	Proposed Date
Uploading of the Bid-Documents / Date of Publication	07.09.2022 FROM 11.00 A.M.
Bid Submission Start Date	07.09.2022 FROM 12.00 NOON
Pre -Bid Meeting	23.09.2022 at 03.00P.M. at ADDA Conference Hall, Asansol
Bid Submission End Date including Uploading necessary documents of EMD	11.10.2022 upto 05.00P.M.
Approval Start Date	12.10.2022 FROM 11.00A.M.
Approval End Date	01.11.2022 UPTO 05.00 P.M.
Auction Start Date	03.11.2022 at 11.00.A.M
Auction End Date	03.11.2022 at 04.00 P.M

CONTACT PERSONS

From UD&MA

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SECTION-2: INSTRUCTIONS TO BIDDERS

2.0 General Terms of Bidding

- 2.1.1 A Bidder is eligible to submit only one Bid. Multiple bids whether single or by way of consortium is liable to be rejected.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms of the draft Lease Agreement shall have overriding effect and shall prevail over the terms of this RFP to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Lease Agreement.
- 2.1.3 The E-Auction shall be conducted as per the process defined in Clause 2.12 & 2.13 of the RFP.
- 2.1.4 The Bidder shall deposit a Bid Security in accordance with the provision of this RFP Document.
- 2.1.5 It is notified for information of the Applicant/Bidders that the instant offer is subject to the scrutiny of the State Government.
- 2.1.6 Any entity which has been barred by ADDA, Govt. of West Bengal/India or any organization/ authority under the control of Government of India or any State Governments, from participating in Projects (PPP or otherwise) and the bar subsists as on the Due Date would not be eligible to submit the bid, either individually or as member of a Consortium. The bidder/ Consortium member should, in the last three (3) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder/Consortium member, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder/ Consortium member, which has not been challenged by the bidder / Consortium member or if challenged, the same has not been stayed by a competent court of law.
- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority/Lessor and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the

Authority /Lessor will not return to Bidders any Bid or any information provided along therewith.

2.1.10 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority/Lessor shall forfeit the Bid Security or Performance Security (in case of Preferred bidder, after the Project is awarded to him) , as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority/Lessor and not by way of penalty for, inter alia, the time, cost and effort of Authority/Lessor, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Authority /Lessor hereunder or/and the Concession Agreement or otherwise.

2.1.11 Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, (as the case may be), if the other Bidder, its Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.10 indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb), if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

2.1.11.1 a constituent of such Bidder is also a constituent of another Bidder; or

2.1.11.2 such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other

- Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or
- 2.1.11.3 such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- 2.1.11.4 such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- 2.1.11.5 such Bidder has participated as a consultant for the Authority in the preparation of any documents, design or technical specifications of the Project.
- 2.1.12 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental therewith to such Project during the Bidding Process.
- 2.1.13 This RFP is non transferable.
- 2.1.14 Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.15 The Preferred Bidder/ Lessee would be required to make the following Payments towards Land Premium:
- 2.1.15.1 The Preferred Bidder shall make the following non-refundable, irrevocable payment within 30 days from the date of issuance of LOI:
An amount equivalent to 10% of the Financial Bid (land Premium) to ADDA plus applicable Tax.
- 2.1.15.2 Pay 90% of the Financial Bid within 360 days from the date of issuance of LOI following which the Lease Deed shall be executed plus applicable Tax. In case the Selected Bidder fails to deposit the second installment of 90% plus applicable tax within the stipulated time period, the lessor may allow an additional period of 360 days on payment of further 15% plus applicable tax of the quoted Land Premium before the expiry of first 360 days from the date of issuance of the LoI, however in such case, the Selected Bidder/ Lessee shall pay a delayed payment charge computed at the rate of 12.5% per annum compounded quarterly for the balance period on the balance payment.
- 2.1.16 The successful bidder will have to pay an annual lease rent of Rs 1000/- per acre per annum plus applicable taxes.
- 2.1.17 Pay the applicable development fee to the Lessor/ concerned authority.

- 2.1.18 In case the Selected Bidder/ SPV fails to deposit any installment as aforesaid, the LOI shall stand cancelled and the EMD will be forfeited.
- 2.1.19 All taxes/duties/levies, etc. and expenses as applicable and related to the lease/ development of the township land, shall be entirely paid by the Selected Bidder/SPV.
- 2.1.20 In case the Land Premium/ Annual lease rent is not paid as per Payment Schedule specified above / made, if any, Performance Security of the Selected Bidder/ SPV will automatically stand forfeited. In addition to such forfeiture as stated above, the defaulting bidder shall not be allowed to take part in any e-Auction or any of the auctions which may be held by ADDA/ Lessor in future. Decision in this regard shall be taken exclusively by ADDA/ Lessor and shall be final and binding on the bidders.
- 2.1.21 For the sake of clarity, except as mentioned above, it is notified that there shall not be any extension of the last date fixed for payment as specified above in the Payment Schedule. However, in case of last day, being holiday it will be extended automatically to next working day.
- 2.1.22 The Preferred Bidder shall be fully responsible for keeping indemnified the Lessor/Authority, UD&MA, advisors & consultants from all legal implications and shall bear all legal expenses including any losses incurred by the Authority/Lessor, its officers, employees, agents, trustees and consultants including and arising out of or in relation to or as a consequence of any breach of the Representations and Warranties, or any of the covenants or obligations of the Lessee under this Agreement or any of the terms and conditions of this Agreement by the Lessee or any Contractor/licensee or any employee or agent of the Lessee;

2.2 Eligibility of Bidders

- 2.2.1 The bidder may be a single entity or a group of entities ('Consortium'), coming together to implement the Project. The expression 'entities', for the purpose of this clause, shall mean and refer to entities like company under the Companies Act, 1956 or 2013 or subsequent enactments thereof / partnership firm/ other legal entity incorporated/ established as per the applicable laws of the country of its origin (the "Bidder(s)"). The term bidder used hereinafter would therefore apply to both a single entity and a Consortium. The bidder shall submit a Power of Attorney as per the format enclosed at Annexure A2, authorizing the signatory of the Bid to represent the Bidder. In case the Bidder is a Consortium, it must comply with the additional requirements for bidding as a Consortium as specified in Clause 2.3 of this RFP.
- 2.2.2 At any point in time in the Bidding Process, if required by ADDA/Lessor, it is the bidders' responsibility to provide such evidence of their eligibility as per the terms of the RFP, to the satisfaction of ADDA/Lessor. Bidders may be required to periodically update (at times

to be notified by ADDA/Lessor) the information submitted in their Capability Statement as regards the following:

- a. Evidence of availability of financial resources;
- b. Audited Balance sheets including the effect of known commitments;
- c. Commitments of other works awarded since submitting the Bid;
- d. Any other information that might be requested;
- e. Any information known to the bidder that may affect its ability to perform the contractual obligation;
- f. Audited Balance sheets including the effect of known commitments;
- g. Commitments of other works awarded since submitting the Bid;
- h. Any other information that might be requested;
- i. Any information known to the bidder that may affect its ability to perform the contractual obligation;
- j. The bidder may be disqualified if it is determined by ADDA/Lessor, at any stage of the bidding process that the bidder fails to continue to satisfy the Eligibility Criteria /Technical and Financial Criteria;
- k. Nothing contained in this RFP, shall prohibit the bidder in bidding for any other theme township at any other locations in the State of West Bengal.

2.3 Additional requirements for Proposals submitted by a Consortium

- 2.3.1 In case the bidder is a Consortium, the members of the Consortium shall furnish a Power of Attorney designating one of the members, as per the Consortium Agreement, as their Lead Member (Lead Member is a member who meets at least 50% of the technical and financial qualification criteria on its own and holds at least 51% of the subscribed and paid up capital in the Lessee company to be floated by the Consortium). A prescribed format for submitting the Consortium Agreement along with the key clauses that should be contained in the Consortium Agreement is provided at Annexure A3. The authorized representatives of the members shall duly sign the Power of Attorney. The Power of Attorney shall be furnished on a non-judicial stamp paper of INR 100/- duly attested by Notary public. The bid submitted by a Consortium should comply with the following additional requirements
- 2.3.2 Number of members in a Consortium would be limited to 3 (three);
- 2.3.3 Wherever required, the bid should contain the information required for each member of the Consortium;
- 2.3.4 The bid should include a description of the roles and responsibilities of individual members;
- 2.3.5 An individual member applying as a single bidder cannot at the same time be member of any Consortium applying for this Project. Further, a member of a particular Consortium

cannot be member of any other Consortium applying for this Project. Any member of a Consortium who submits or participates in more than one bid for this Project will stand disqualified and will also lead to disqualification of the Consortium/Consortia of which it is a member;

- 2.3.6 Members of the Consortium shall nominate one member as the Lead Member. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed at Annexure A2 signed by all the members. The Lead Member shall be required to meet the following criteria: Demonstrate at least 50% of Financial Criteria specified.
- 2.3.7 Other members of the Consortium shall commit to hold a minimum equity stake equal to 10% of the subscribed and paid up capital in the Lessee company to be floated by the Consortium.
- 2.3.8 The Consortium Agreement, so required to be submitted by members of the Consortium for the purpose of submitting the bid shall, inter alia provide for the following:
 - 2.3.8.1 The aforesaid shareholding commitments would be recorded in the Lease Deed and no changes thereof would be allowed except in accordance with the provisions of the Lease Deed and this RFP. The Lease Deed shall communicate the willingness of the Consortium to subsequently carry out all the responsibilities as the Consortium in terms of the Lease Deed, in case the Project is awarded to the Consortium;
 - 2.3.8.2 Clearly commit the minimum equity stake of each member of the Consortium as required under Clause 2.4 of this RFP. Clearly state that members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Lease Deed and a statement to this effect shall be included in the Consortium Agreement;
 - 2.3.8.3 Except as provided under this RFP Document, there shall not be any amendment to the Consortium Agreement without the prior written consent of the ADDA.
 - 2.3.8.4 Should be accompanied by the Board Resolutions (of the Consortium, giving authority/undertaking to enter into a Consortium Agreement with other members for undertaking the Project) and, if successful, to participate and undertake the Project and in case of corporate members nominating and authorizing an authorized representative of the member to sign and enter into the Consortium Agreement and execute Power of Attorneys for the Project.
 - 2.3.8.5 A copy of the Consortium Agreement duly notarized, should be submitted with the Bid. The Consortium Agreement entered into between the members of the Consortium should be specific to this Project and should contain the above requirements failing which the bid shall be rejected as non-responsive. The Consortium Agreement should be governed by the laws, rules and regulations of India and should be subject to jurisdiction of Indian Courts only.

2.3.8.6 The bid shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the Consortium.

2.3.8.7 The bidder/ Consortium member should, in the last three (3) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder/Consortium member, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder/ Consortium member, which has not been challenged by the bidder / Consortium member or if challenged, the same has not been stayed by a competent court of law.

2.4 Minimum Equity Requirement

2.4.1 The Selected Bidder will be required to incorporate a company ('SPV/ Lessee'), which shall not undertake any other business during the Lease Period, to domicile the Project prior to the start of implementation of the Project.

2.4.2 In case of single entity, the Selected Bidder shall legally and beneficially hold 100% equity in the Lessee till the signing of the Lease Deed, 51% up until completion of the Minimum Development Obligation and 26% up until the completion of the Project. In case of Consortium, members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The Selected Consortium shall legally and beneficially holds 100% equity in the Lessee, with Lead Member equity holding not less than 51% till the signing of the Lease Deed; 51% with minimum equity holding of the Lead Member at 26%, up until completion of the Minimum Development Obligation; and 26% with minimum equity holding of the Lead Member at 10%, up until the completion of the Project.

2.4.3 Further dilution of the equity structure of the Lessee is subject to the prior approval of the Lessor.

2.5 Change in Composition of the bidder

2.5.1 The Lead Member of the Consortium shall not have any right of exit from the Project after submission of the bid subject to Clause 2.3.8.3 The non lead members of the Consortium may however be substituted upon prior approval of the Lessor / ADDA and upon being substituted, such non lead member should be replaced by an equivalent non lead member.

2.6 Bid Preparation Cost

2.6.1 The bidder shall be responsible for all costs associated with the preparation of its bid and its participation in the bidding process, including but not limited to, site visits, field investigations, data gathering, analysis, design etc. as also any discussions/negotiations.

ADDA/Lessor will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.7 Contents of RFP

2.7.1 The RFP consists as listed below and would include any addenda and corrigenda thereto, issued in accordance with Clause 2.9 of the RFP.

2.8 Clarifications

2.8.1 A prospective Bidder requiring any clarification on the RFP may notify the Advisors or to ADDA in writing. ADDA or its Advisors will respond to any request for clarification, within the stipulated time period as mentioned in clause 1.2. Any query or clarification asked for after expiry of the stipulated time as mentioned in this clause shall not be entertained by ADDA/Lessor or its Advisors / Consultants.

2.8.2 Copies of ADDA's/Lessor's response to the queries, without identifying the source of the queries, if any will be uploaded on www.addaonline.in and can be accessed by all the bidders including a description of the query.

2.9 Amendment of RFP

2.9.1 ADDA/Lessor may modify the RFP by issuing appropriate addenda/ corrigenda before Due Date and Time.

2.9.2 Any addenda/ corrigenda, thus issued shall be part of the RFP and shall be uploaded on the www.addaonline.in. Bidders are required to take into account the same before submission of Bid;

2.9.3 To give prospective bidders reasonable time in which to take any addendum and/or corrigendum into account in preparing their bids, ADDA may, at its sole discretion, extend the Due Date and Time by issuing appropriate addenda/corrigenda.

2.10 Right to accept and to reject any or all bids

2.10.1 Notwithstanding anything contained in this RFP, the ADDA/Lessor reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.10.2 A Reserve Price for the land over which the lease is proposed to be granted shall be fixed by Lessor. In case the highest bid is below such Reserve Price, such bid would be rejected and the tender for the said township will be cancelled without making any further reference.

2.10.3 ADDA reserves the right to reject any bid and appropriate the Bid Security if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the bidder does not provide, within the time specified by the ADDA/ Lessor, the supplemental information sought by the ADDA/Lessor for evaluation of the bid.
- c) Such misrepresentation/ improper response shall lead to the disqualification of the bidder. If the bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the completion of e-Auction and determination of the highest bidder and the highest bidder gets disqualified / rejected, then the ADDA reserves the right to take any such measure as may be deemed fit in the sole discretion of the ADDA/Lessor, including annulment of the Bidding Process

2.10.4 In case it is found during the evaluation or at any time before execution of the Lease Deed or after its execution and during the period of subsistence thereof, including the lease thereby granted, that one or more of the bid conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, or failure to meet any of the Project Milestones (including failure to make payment of any installment of the Financial Bids), the bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LOI or entering into of the Lease Deed, and if the bidder has already been issued the LOI or has entered into the Lease Deed, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the UD&MA to the bidder, without the UD&MA being liable in any manner whatsoever to the bidder or the SPV, as the case may be. In such an event, the ADDA/ UD&MA shall forfeit and appropriate the entire amount of Bid Security and Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the ADDA/ UD&MA for, inter alia, time, cost and effort of the ADDA/ UD&MA, without prejudice to any other right or remedy that may be available to the ADDA/ UD&MA.

2.10.5 ADDA/Lessor reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP. Failure of the ADDA/Lessor to undertake such verification shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the ADDA/Lessor thereunder.

2.11 [Site Visit and verification of information](#)

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

- 2.11.2 It shall be deemed that by submitting a bid, the bidder
- a. made a complete and careful examination of the bidding documents;
 - b. received all relevant information requested from the ADDA/Lessor;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the ADDA/Lessor relating to any of the matters referred to in Clause 2.11.1 above;
 - d. satisfied itself about all matters, things and information including matters referred to in Clause 2.11.1 hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations thereunder;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in Clause 2.11.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the ADDA/ Lessor or a ground for :
 - i. termination of the Lease Deed; and
 - ii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.11.3 UD&MA / ADDA shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the bidding documents or the bidding process, including any error or mistake therein or in any information or data given by UD&MA / ADDA

2.12 Registration

- 2.12.1 All those who wish to participate in this e-auction and who fulfill the eligibility conditions stated above shall have to register with the Government e-auction website <https://eauction.gov.in>. Registration shall involve filling up an online form and submission of necessary documents with ADDA. All documents pertaining to this e-auction must be addressed to the Contact Person of ADDA as stated above and should reach him within the stipulated time. On receipt of all documents the bidder's registration shall be activated by ADDA and only thereafter a bidder can log into the website.
- 2.12.2 Participation in this e-auction is not possible without a valid registration. In case there is any amendment/corrigendum in this document, the same will be uploaded in the ADDA website within the stipulated time. Bidders are advised to consult such amendments/corrigendum, if any, before such e-auction. E-auction bidding process will take place through web portal <https://eauction.gov.in> on the day and time specified in the e-auction notice published in the newspaper/web portal. The Bidder should have valid Class II

or Class III Digital Signature Certificate (DSC) obtained from any Indian Certifying Authority. In case of requirement of DSC, interested Bidders should go to <https://eauction.gov.in>. The bidder has to obtain user ID and Password free of cost and can get training for e-auction from NIC. Guidelines to Bidders on the operations of Electronic Auction System can be obtained from <https://eauction.gov.in>.

2.13 Special provision for Foreign Bidders

If a foreign bidder is successful in the e-auction and declared to be the highest bidder, it would have to incorporate a Special Purpose Vehicle (SPV) being a company registered under the (Indian) Companies Act, 1956 or any subsequent re-enactment thereof including the Companies Act, 2013. The land premium would be accepted from the foreign bidder or such Special Purpose Vehicle (once incorporated). The lease of the plot would be granted in favour of the SPV only. Notwithstanding the grant of lease to the Special Purpose Vehicle, the foreign bidder shall at all material times be jointly and severally liable along with the Special Purpose Vehicle for due performance of all terms and conditions of the e-auction and subsequent lease. Laws relating to Foreign Direct Investment in India including those under the Foreign Exchange Management Act, 1999 shall have to be complied with by such bidder. If EMD is received from a bidder in US Dollars and is to be adjusted in terms hereof in case such bidder is successful, the actual amount received in INR account by ADDA in INR on such amount being transferred to it (net of all charges and taxes, if any), shall be considered for the purpose of adjustment from the land premium

2.14 Use and protection of USER ID and Password and Digital Signature Certificate

The bidders are advised to keep their User ID and Password secret and not share these with anyone to prevent misuse or abuse of the same. The bidders are also advised to change their passwords regularly. NIC/ADDA/Lessor shall not be responsible for any misuse/ abuse/ unauthorized use of the password of any bidder and no representation in this regard from any bidder shall be entertained by NIC/ ADDA/Lessor. A bid recorded in this e-Auction against any password will be deemed to have been submitted by the owner of the password only. Bidders shall require Class II or Class III Digital Signature Certificate (DSC) to participate in this e Auction. The bidder shall have to set the parameters of his computers so that the DSC is operational. NIC/ ADDA /Lessor shall not be responsible for any malfunctioning or non-functioning of any bidder's computer either on account of DSC or for any other reason. Bids submitted by a bidder after signing with his/her DSC signifies non repudiation by the bidder. Thus, a bidder after submitting a bid cannot disown it. A bidder shall be fully and solely responsible for the bid recorded against his/her name to be identified by the set of User ID, Password and DSC.

2.15 Bidding Methodology

- 2.15.1 On the day of e-Auction which will be held as per schedule given in Clause 1.2, the bidder has to visit the e-auction website viz. www.eauction.gov.in and click on the link for ADDA e-auctions. He/she has to login with his/her User Id and Password. In the next page, the bidder has to click on the link "View Live e-auctions" and click on the link with the e-auction number for this e-auction.
- 2.15.2 The bidder shall be required to sign his/her acceptance of e-auction terms & conditions with his/her DSC and then only the bidder can have access to the bidding area.
- 2.15.3 The bidding for the plot shall be in INR Lakh and in multiples of Ten Lakhs. Thus to bid an amount of INR. 10 lakhs, a bidder needs to type 10 in the space provided for bidding and click on the BID button. The bid has to be signed by the bidder with his/her DSC.
- 2.15.4 CAUTION IN SUBMISSION OF THE BID: The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him/her (including any wrongful bidding by him/her) and no complaint/representation will be entertained by NIC/ADDA in this regard. Hence Bidders must be careful to check (the BidAmount/ No. of Zeroes/No. of Digits/Unit of measurement/etc.) rectify their bid (if required) before submitting their bid into the live e-auction floor by clicking the 'BID' button. During Live Auction only brief Lot/Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen by the bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Item Details before bidding and no representation/ complaint in this regard will be entertained by NIC/ADDA from the Bidders.
- 2.15.5 This e-auction is governed by the TERMS & CONDITIONS as contained herein and in accordance with the conditions for e-auction through the portal of the National Informatics Centre (NIC), Government of India as well as the general financial norms of the Government of West Bengal.
- 2.15.6 This e-auction sale is governed by the GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) and SPECIAL TERMS & CONDITIONS (STC) of the e auction. In case of any conflict or difference among any provisions of GTC, BSTC & STC, the provisions of STC will supersede others in the particular e-auction.
- 2.15.7 The Special Terms & Conditions appearing on the day of e-auction under "View Live e-auction" are final and which may be downloaded for guidance.. Bidders should, therefore, download the details of property and STC displayed only under "View Live e- auction" for the purpose of their record, if required, and bid accordingly.
- 2.15.8 E-auction opening time, closing time, inspection schedule and other dates and time mentioned in the e-auction catalogue may be treated as Indian Standard Time (IST) only.

3.0 SECTION-3: PREPARATION AND SUBMISSION OF TECHNICAL BIDS

3.1 Language of the Bid

3.1.1 The language of the bid and related documents and correspondences shall be in English language. The bidder may submit supporting documents and printed literature in any other language provided that they are accompanied by their respective translations in the English language, duly authenticated and certified by the issuing authority or by the Translation Departments of the High Courts/ Supreme Court of India/ any other government department/ agency. 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.

3.2 Format and Signing of the Bid

3.2.1 The bidder shall provide all the information sought under this RFP. ADDA will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and/ or conditional bids shall be liable to be rejected.

3.3 Submission of the Technical Bid

3.3.1 Document to be Submitted in Hard Copy form by the Bidder: The Bidder shall be required to submit the following documents in hard copy in a sealed envelope prior to Bid Due Date as mentioned in Clause 1.2 in the Tender Box kept for the purpose of this RFP at ADDA Office, Asansol on any working days (between 11am to 5pm) on the address as mentioned under Clause 1.2. The sealed envelope carrying the Original Document shall bear the name of the Bidder and super scribed as "Technical Bid (Original) for International Competitive Bidding for Agnibina Township Project at Asansol West Bengal".

- a. Covering letter clearly stating the validity period of the Bid in the prescribed format (Annexure A1)
- b. Power of Attorney for signing the Bid, as per the prescribed format (Annexure A2)
- c. Consortium Agreement, as per the prescribed format in (Annexure A3)
- d. Power of Attorney in favour of Lead Member, as per the prescribed format (Annexure A4)
- e. Anti-Collusion Certificate, as per the prescribed format (Annexure A5)
- f. Letter of Undertaking, as per the prescribed format (Annexure A6)
- g. General Information of the Bidder as per the prescribed format (Annexure B1)
- h. Project Concept Write-up & Area Statement as per (Annexure C1)
- i. Project Implementation Plan as per (Annexure C2)
- j. Checklist for submissions as per the prescribed format (Annexure C3)

- k. Copy of RFP (Volume I) duly signed by the Authorized Signatory
 - l. Copy of Certificate of Incorporation;
 - m. Copy of PAN Card;
 - n. Financial Qualifications as per (Annexure B2);
 - o. Audited Balance Sheets for 2020-21; In case audited balance sheet of the FY 2020-21 is not available, then the bidder may submit the audited balance sheet of FY 2019-20.
 - p. Construction/ Development Experience as per format (Annexure B3).
 - q. A copy of EMD payment receipt reflecting at the bank statement / Challan.
- 3.3.2 Non submission of any of the above documents may be summarily rejected by the Authority as non-responsive and the Bid of the Bidder stands null & void.
- 3.3.3 The qualified bidders will be allowed to participate in the e-Auction. There shall be a minimum of at least three eligible bidders to start the auction, failing which the e-auction process shall be cancelled and EMD shall be returned.
- 3.3.4 The Technical Bid shall be labelled as "Technical Bid (Original) for International Competitive Bidding for Agnibina Township Project at Asansol, West Bengal".
- 3.3.5 The pages and volumes of each part of the bid shall be clearly numbered and stamped and the contents of the bid shall be duly indexed.
- 3.3.6 All documents should also be submitted in bound form as aforesaid.
- 3.3.7 The bid shall be typed or printed. The bid shall be signed and each page of the bid shall be authenticated in writing by a person or persons duly authorized to sign on behalf of the bid and holding the Power of Attorney as per the format provided in Annexure A2 of this RFP.
- 3.3.8 Financial Bid will be determined only by the process of e-Auction. Financial Bid shall not be submitted by the bidders at this stage.
- 3.3.9 The bid shall contain no alterations or additions, except those to comply with instructions issued by ADDA/Lessor or as necessary to correct errors made by the bidder, in which case, such corrections shall be authenticated in writing by the person or persons signing the bid.
- 3.3.10 Applications submitted by fax, telex, telegram or email shall not be entertained and shall be rejected.

3.4 Currency of the bids

- 3.4.1 The currency for the purpose of e-Auction shall be Indian National Rupee (INR).

3.5 Due Date

- 3.5.1 Hard copy of the Technical Bid as per the requirements stipulated in clause 3, must be received not later than the time and date mentioned in the Schedule of Bidding Process in the

manner and form as detailed in the clause 1.2 of the RFP.

3.5.2 ADDA/Lessor may, in exceptional circumstances and at its sole discretion, extend the Due Date by issuing necessary addenda in accordance with clause 2.9 uniformly for all bidders.

3.6 Bid Validity and Extension

3.6.1 The bid shall remain valid for a period not less than 180 days from the Due Date. ADDA reserves the right to reject any bid, which does not meet the requirement.

3.6.2 In exceptional circumstances, prior to expiry of the original Bid Validity Period, ADDA may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. ADDA reserves the right to reject the bid submitted by any bidder who fails, after initially agreeing, to extend the period of validity of its bid in line with the provisions of this clause. In the event, a bidder decides not to extend the validity of its bid, on the request of the ADDA, its bid shall be returned along with the Bid Security.

3.6.3 The Bid Validity Period of the Selected Bidder shall be automatically extended till the date on which the Lease Deed is executed and is in force.

3.7 Bid Security

3.7.1 All intending Bidders will have to deposit Earnest Money Deposit (EMD) for INR 1 crore (Indian Rupees One crore) only to participate in this e-Auction as below within banking hours on or before the EMD Submission Date as mentioned in Clause 1.2. Foreign Bidders will have to pay the Earnest Money in US \$ equivalent before 00 hrs GMT before the EMD Submission Date as mentioned in Clause 1.2 through proper banking channels to the account of ADDA.

3.7.2 Bank Transfer charges either way would be on the intending Bidder's a/c.

3.7.3 Submission of PRE-BID EMD should be in favour of ADDA payable at Durgapur ,

3.7.4 Only those registered buyers shall be activated/allowed to bid in this e-Auction who has remitted UNCONDITIONAL Pre-Bid EMD and the amount has been credited within the scheduled date and also fulfils the requirement of this bid document.

3.7.5 Bank details towards PRE-BID EMD for payments will be entertained through Indian Rupees only.

3.7.6 Bidders should take utmost care to ensure that the EMD and intimation are made correctly. EMD deposited elsewhere will not be considered for participation in these e-Auctions.

3.7.7 No interest will be payable on the EMD.

3.7.8 EMD of the unsuccessful bidders would be returned by ADDA after completion of the bidding process.

- 3.7.9 The EMD of the successful Bidder shall be automatically retained and shall be adjusted towards first installment of land premium payable to the Lessor. In case the bid is accepted and the bidder refuses / fails to make further payment towards the balance land premium, the EMD shall be forfeited without prejudice to the rights of ADDA to claim such further damages in this regard without further reference to the bidder.
- 3.7.10 Bidders should take utmost care to ensure that the EMD and intimation are made correctly.
- 3.7.11 BANK TRANSFER CHARGES EITHERWAY WOULD BE ON INTENDING BIDDER'S A/C.
- 3.7.12 The EMD of the Successful Bidder shall be automatically adjusted towards last instalment of lease premium. In case the Bid is accepted and the bidder refuses/fails to make further payment towards the balance lease premium, the EMD shall be forfeited without prejudice to the rights of ADDA to claim such further damages in this regard without further reference to the Bidder.
- 3.7.13 In case the Bid is accepted and the Bidder refuses/fails to make further payment towards the balance land premium, the EMD shall be forfeited without prejudice to the rights of ADDA to claim such further damages in this regard without further reference to the Bidder.

3.8 Forfeiture of EMD

- 3.8.1 The highest bidder shall be notified by email about the acceptance of its bid against this e-Auction. Hence, bidders are advised to keep their email account active and monitor the same carefully. In case of non-receipt of email, the bidder may contact ADDA.
- 3.8.2 In case the consideration in the form of Land premium has not been paid by the Successful Bidder, the offer of allotment of the particular plot of land to the concerned Successful Bidder would stand cancelled and the Earnest Money Deposit and subsequent payment made, if any, by the Successful Bidder will automatically stand forfeited. In addition to such forfeiture as stated above, the defaulting Bidder may not be allowed to take part in any of the bids which may be held by ADDA/ UD&MA in future.

4.0 SECTION 4 : Opening and Evaluation of Bids

4.1 Opening and Evaluation of Bids

4.1.1 The Technical Bids shall be evaluated for their responsiveness to RFP as per clause 4.5 of this RFP.

4.1.2 The Technical Bid will be opened as per the schedule mentioned in Clause 1.2 by ADDA or by its authorized representative.

4.1.3 All folders containing the Technical Bids shall be opened at one time, and the following shall be recorded:

- a. the name of the bidder;
- b. the presence of a Bid Security, if required and
- c. any other required details as ADDA/Lessor may consider appropriate.

4.1.4 Only Technical Bids recorded at bid opening shall be considered for evaluation.

4.1.5 During the evaluation of bids, the following definitions shall apply:

- a. Deviation is a departure from the requirements specified in the RFP;
- b. Reservation is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
- c. Omission is the failure to submit part or all of the information or documentation required in the RFP.

4.1.6 ADDA/Lessor shall examine the Technical Bid to confirm that all documents and technical documentation requested in the RFP document has been provided, and to determine the completeness of each document submitted. If any of these documents or information are missing, the bid may be rejected.

4.1.7 ADDA/Lessor would subsequently examine as to whether responsiveness of the bids are in accordance with the criteria set out in clause 4.5.

4.1.8 After the Bid Opening, information relating to the examination, clarification and evaluation of bids and recommendations concerning the issue of LOI shall not be disclosed.

4.2 Overview of Bidding Process

4.2.1 The bidders qualified/passed the first part of evaluation only will be eligible for e- Auction which will be second and final part of evaluation.

4.2.2 The evaluation of Technical Bid and e-auction would lead to the selection of Selected Bidder, in whose favour the Lease Deed Agreement would be executed.

4.3 Non-Discriminatory and Transparent Bidding Proceedings

4.3.1 Information relating to the examination, clarification evaluation, and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process

or is not a retained professional advisor advising ADDA/Lessor in relation to, or matters arising out of, or concerning the bidding process. ADDA/Lessor will treat all information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. ADDA/Lessor may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or ADDA/Lessor.

4.4 Tests of Responsiveness

4.4.1 Prior to evaluation of bids, ADDA/Lessor shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if :-

- a. it is received as per the format given in RFP
- b. it is received by the Due Date including any extension thereof pursuant to clause 3;
- c. it is submitted in the manner as stipulated in clause 3
- d. it is accompanied by proof of payment of Bid Security;

4.4.2 ADDA /Lessor reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by ADDA in respect of such bid.

4.4.3 The bidders are requested not to submit any conditional bid. Any bid found to be conditional shall be rejected summarily without any further scrutiny.

4.5 Proprietary Data

4.5.1 All documents and other information supplied by ADDA/Lessor or submitted by a Bidder to ADDA shall remain or become the property of ADDA/Lessor. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. ADDA/Lessor will not return any Bid or any information provided along therewith.

4.6 Contacts during Bid Evaluation

4.6.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time ADDA/Lessor makes official intimation of award/ rejection to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, ADDA / Lessor and/ or their employees/ representatives/Advisors on matters related to the bids under consideration.

5.0 CRITERIA FOR EVALUATION

5.1 Evaluation Parameters

5.1.1 The bidder's competence and capability is proposed to be established by the following parameters:

- A. Technical Criteria; and
- B. Financial Criteria.

5.2 Technical Criteria for purposes of evaluation

5.2.1 For demonstrating technical capacity and experience (The "Technical Capacity"), the Applicant

- A. Shall have a desirable experience in development of similar 'Integrated Residential hub with urban amenities and utilities' Projects over an area of at least 20 acres of land within last 10 years.

5.2.2 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

5.2.3 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

5.3 Financial Criteria for the purpose of evaluation

5.3.1 The required credentials for the bidder should have minimum average turnover of Rs 80 Core in the last 3 Financial Years as per audited annual accounts ending 31.03.2021.

5.3.2 The financial year shall mean year reckoning from 1st April to 31st March. In case of a Consortium, the combined technical capability and net turnover of all the members (subject to maximum three), should satisfy the above conditions of eligibility and the Lead Member should meet 50% of Technical & Financial Criteria mentioned in clause 5.2.1 and clause 5.3.1 respectively. The bidder shall have to submit audited balance sheets pertaining to the period for which Networth is being claimed.

5.3.3 In computing the Technical and Financial Capacity of the Bidder the Capacity of their Associates would be eligible, provided, however that the Bidder shall provide Board Resolution (as per format provided in Annexure XII) and Letter of undertaking (Annexure XIII) in respect thereof from such Associate.

5.4 Evaluation of Bids

5.4.1 Evaluation of Technical Bids

5.4.2 The Technical Bids of bidder shall be evaluated by the Bid Evaluation Committee from the following aspects:

- A. Prior to the detailed evaluation of the bid, the Bid Evaluation Committee
- B. shall determine whether each bid: a) has complied with the requirement of Bid Security of requisite amount and in appropriate manner, b) is substantially responsive to the requirements of the RFP;
- C. Meets/conforms to all terms, conditions and stipulations of the RFP, including the Minimum Eligibility Criteria, without any material deviation;
- D. The bid is accompanied by the required annual reports, documents, audited statements, experience certificates as stipulated in the RFP documents including all forms as annexed.

5.4.3 ADDA/Lessor shall evaluate the Technical Bid to determine whether

- A. The technical aspects are in accordance with the requirements set forth in the RFP documents. ADDA/ Lessor shall examine the following:
- B. Overall conformity and compliance with the requirement of the Bid
- C. Concept Plan, Implementation schedule, Area statement are furnished appropriately as stipulated in Annexure C1 and comply to Applicable Guidelines and Standards in the manner as stipulated.
- D. shall achieve the performance standards, milestones within the time frame.

5.4.4 If the bidder fulfils all the requirements of the Technical Bid, the bid shall be deemed as qualified. The bidders who meet all the requirements of the Technical Bid shall be treated equally and all the qualified bidders shall be at par while considering their Financial Bid Non submission of the specified documents including formats may result in bid being treated as non responsive.

5.5 Declaration of the Qualified Bidder

5.5.1 Upon conclusion of the evaluation of the Technical Bids of all the bidders, the name of the bidders, whose technical bids are found to be responsive, shall be declared as Qualified Bidder and the names of the qualified bidders shall be uploaded on <http://addaonline.in> and also on <http://eauction.gov.in>

5.6 Selection of the Selected Bidder

5.6.1 On the day of e-Auction which will be held on date as mentioned under clause 1.2 from 11.00A.M. onwards, the bidder has to visit the e-Auction website viz. <https://eauction.gov.in> and click on the link for ADDA e-Auctions. It has to login with User Id and Password. In the

next page, the bidder has to click on the link "View Live e-auctions" and click on the link with the e-Auction number for this e- Auction.

- 5.6.2 The bidder shall be required to record its acceptance of e-Auction terms & conditions with its DSC and then only the bidder can have access to the bidding area.
- 5.6.3 There will be a "Start Price" for e-bidding for the Project, which will be notified on or before the e-auction date & time. Start Price will be mentioned in the e-Auction floor for the entire plot in INR Lakh. Bidder has to bid above the Starting Price.
- 5.6.4 The bidding for the plot shall be in INR Lakh and in multiples of Ten Lakhs. Thus to bid an amount of INR 10 lakhs, a bidder needs to type 10 in the space provided for bidding and click on the BID button. It is however made clear that the "Start Price" is not the Reserve Price, which will be determined solely by UD&MA Department, Govt. of West Bengal.
- 5.6.5 The bid has to be signed by the bidder with its DSC.
- 5.6.6 The bidder shall be solely responsible for all consequences arising out of the bid submitted by him/her (including any wrongful bidding by him/her) and no complaint/representation will be entertained by ADDA /NIC/Lessor in this regard. Hence bidders must be careful to check (the Bid Amount/ No. of Zeroes/No. of Digits/Unit of measurement/etc.) rectify their bid (if required) before submitting their bid into the live e- auction floor by clicking the 'BID' button.
- 5.6.7 The bidder quoting the final bid shall be declared as the Selected Bidder (the "Selected Bidder") and the final price quoted by him shall be declared as the Highest Financial Bid, provided that the Financial Bid is not below the Reserve Price.

5.7 Submission of Performance Security

- 5.7.1 For securing the due and punctual performance of its obligations relating to the Project as per the terms and conditions of this RFP, the Preferred Bidder/ Lessee shall, within 45 days of the date of issue of the LOI, deliver to ADDA an unconditional and irrevocable bank guarantee, issued by a nationalized bank or a scheduled bank in India having a net worth of at least Rs 1000 Crores, for a sum equivalent to 10% of the Financial Bid quoted by the Preferred Bidder and accepted in favour of the ADDA from a Scheduled Bank and payable and enforceable at Kolkata, in the format specified in the RFP document (the "Performance Security"). The Performance Security shall be maintained by the Preferred Bidder/ Lessee for such time period as set forth in the Draft Lease Agreement.
- 5.7.2 Failure of the Preferred Bidder to comply with the requirement of clause 5.5 shall entitle the Authority/Lessor to cancel the LOI and forfeit the Bid Security of the Preferred Bidder.

5.8 Validity of Bid:

- 5.8.1 All bids shall remain valid for 180 days from the date of closing of e-auction, excluding the date of closing. In case the 180th day falls on a holiday or remains closed

for NIC, such bids will be deemed to be automatically extended to be valid upto the next working day of NIC.

5.9 Force Majeure:

5.9.1 ADDA/ Lessor shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of normal working conditions, War, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour, Acts, demand or otherwise or any other cause or condition beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of ADDA / Lessor to extend the time of performance on the part of ADDA/ Lessor by such period as may be necessary to enable ADDA/ Lessor to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

5.10 Dispute resolution

5.10.1 The entire bidding process shall be governed by and construed in accordance with the laws administered by the Courts in India and such Courts shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process, the subsequent lease and the entire transaction, to the exclusion of all other courts in the world.

6.0 SECTION-6: CORRUPT OR FRAUDULENT PRACTICES

- 6.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Lease Deed. Notwithstanding anything to the contrary contained herein, or in the LOI or the Lease Deed. ADDA/UD&MA shall reject a bid, withdraw the LOI, or terminate the Lease Deed/ Development Agreement, as the case may be, without being liable in any manner whatsoever to the Selected Bidder or SPV, as the case may be, if it determines that the Selected Bidder or SPV, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, ADDA/ UD&MA shall forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to ADDA/ UD&MA towards, inter alia time, cost and effort of ADDA/ UD&MA, without prejudice to any other right or remedy that may be available to ADDA/ UD&MA hereunder or otherwise.
- 6.2 Without prejudice to the rights of ADDA/ UD&MA under clause 6.1 hereinabove and the rights and remedies which ADDA/ UD&MA may have under the LOI or the Lease Deed, if a bidder or SPV, as the case may be, is found by ADDA/ UD&MA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Lease Deed, such bidder or SPV shall not be eligible to participate in any tender or RFP issued by ADDA/ UD&MA during a period of 2 (two) years from the date such bidder or SPV, as the case may be, is found by ADDA/ UD&MA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 6.3 For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of UD&MA / ADDA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Lease Deed/ Development Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of ADDA/ UD&MA, shall be deemed to

constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Lease Deed(s), as the case may be, any person in respect of any matter relating to the Project or the LOI or the Lease Deed Agreement, who at any time has been or is a legal, financial or technical adviser of UD&MA / ADDA in relation to any matter concerning the Project;

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

7.0 SECTION-7: PREBID MEETING

- 7.1 A pre-bid meeting shall be held at Asansol at the details given below.
- a. Date: Refer Clause 1.2
 - b. Time: Refer Clause 1.2
 - c. Location: Refer Clause 1.2
- 7.2 The purpose of the pre-bid meeting will be to clarify queries of the bidders related to the Project and RFP, if any. The bidder is advised, as far as possible, to submit the queries through e-mail to aeoadda.asl@gmail.com in and the same should reach ADDA as per schedule given in Clause 1.2. Clarifications to the queries shall be posted in the ADDA website and will subsequently form an addendum to this RFP.
- 7.3 During the course of pre-bid meeting, the bidders will be free to seek clarifications and make suggestions for consideration of ADDA. ADDA shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

8.0 **SECTION-8: MISCELLANEOUS**

- 8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws administered by the Courts in India and such Courts shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process in exclusion of any other jurisdiction specified under the any other Act(s), Rule(s) and notification(s).
- 8.2 ADDA/Lessor, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:-
- A. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - B. consult with any Bidder in order to receive clarification or further information; retain any information and/or evidence submitted to ADDA by, on behalf of and/ or in relation to any bidder; and/ or
 - C. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bid.
- 8.3 It shall be deemed that by submitting the bid, the bidder agrees and releases ADDA/Lessor, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 8.4 No right to accrue
- No right shall accrue in favour of the Selected Bidder, till execution of Lease Deed is made in favour of such bidder after Land Premium in its entirety has been received and the bidder is otherwise not in breach of any of the terms and conditions herein contained.



Special Officer, UD&MA

&

Chief Executive Officer, ADDA

Special Officer
Urban Development & Municipal Affairs Department
Town & Country Planning Branch
and
Chief Executive Officer
Asansol Durgapur Development Authority



Format for Covering Letter

Date:

To
 The Chief Executive Officer
 Asansol Durgapur Development Authority
 Durgapur
 West Bengal

Re: RFP for International Competitive Bidding for Agnibina Theme Township Project at
 Ganrui, Asansol, West Bengal

Dear Sir,

We are submitting this bid on our own. (or)

We are submitting this bid as the Lead Member of a Consortium consisting of the
 following
 members, for and on behalf of the Consortium

S. No.	Names of Consortium Members	Address
1.		
	(Lead Member)	
2.		
	(Member)	
3.		
	(Member)	

As a Lead Member, we understand the obligations of the Lessee to implement the Project.
 We are enclosing Consortium Agreement signed by all the members of the Consortium,
 nominating and authorizing us to act as 'Lead Member' for implementing the Project.

1. Having visited the site and examined the RFP Documents, for the execution of the Agreement for the captioned project, we the undersigned offer to Design, Construct, Develop, Finance, Operate and Maintain the whole of the said Project in conformity with the RFP.
2. This bid and written acceptance of it by ADDA/UDMA shall form part of the Lease Deed to be signed between the Lessee and Lessor. In order to execute Lease Agreement, we understand that it is on the basis of the technical, financial and organizational capabilities and experience of the bidder taken together. We understand that the basis for our qualification will be the complete bid documents submitted along with this letter, and that any circumstance affecting our continued eligibility as per RFP, or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding Process.
3. We agree that -
 - if we fail to offer/ provide required facilities to ADDA or its' Authorised Representative for carrying out the inspection of works, operations and performance or
 - if we fail to meet the Minimum Development Obligations and/or technical specifications and/or the performance standards according to the conditions/ stipulations of the RFP/Lease Agreement, ADDA and/or Lessor or its' representative shall be at liberty to take action in accordance with the Lease Deed and/or RFP,
4. We undertake, if our bid is accepted, to complete the Project, commence operations and manage as per the RFP.
5. We agree to abide by this bid for a period of 180 days from the Due Date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
6. We declare that we/ any member of our Consortium (delete as applicable) are/ is not a member of a/ any other consortium submitting a bid for the Project.

7. We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate ADDA and Lessor of the same immediately.
8. In the event of our bid being accepted, we agree to enter into a formal Lease Agreement with Lessor incorporating the conditions of the bid including the draft Lease Deed hereto annexed.
9. We acknowledge that I/ We qualified on the basis of Technical Capacity and Financial Capacity required as per the RFP.
10. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by ADDA/Lessor in connection with the selection of the bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
11. We offer a Bid Security of INR. 1,00,00,000 /- (Indian Rupees One Crore only) in accordance with the RFP.
12. We agree that if we fail to fulfill any of the conditions mentioned in the RFP Document, ADDA/Lessor has the right to forfeit the Bid Security being furnished by us along with this bid.
13. We understand that ADDA /Lessor is not bound to accept any or all bids, it may receive.
14. We agree that, if we are selected, the Lease Deed shall be executed with the SPV to be formed after full payment of Land Premium to ADDA/Lessor.
15. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our bid and selection as Lessee.
16. We agree and undertake to abide by all the terms and conditions of the RFP.
17. We declare that in the event that ADDA/Lessor discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us.

and our bid from further participation in the bid evaluation process and forfeit our Bid Security.

18. We certify that in terms of the RFP, our Net Worth is INR _____ /- (Indian Rupees _____ only) as on _____.
Dated this _____ day of _____ 2022

(Signature)

(Name of the person)

(In the capacity of)
CompanySeal

(Name of the bidder)
Duly authorized to sign the bid for and on behalf of (Fill in Block Letters)

Witness
Signature
Name
Address

FORMAT FOR POWER OF ATTORNEY FOR THE BID SIGNATORY (SINGLE BIDDER)

{On non-judicial stamp paper of INR 100/- duly attested by Notary Public}

KNOW ALL MEN by these presents that we, _____ [name of the Entity], having its Registered Office at _____ [Address of the Entity] (hereinafter referred to as Company/ Firm):

WHEREAS in response to the Request for Proposal (RFP) for Development of p, West Bengal ("Project"), the Company is submitting bid for the Design, Construction, Development, Finance, Operation and Maintenance of the Project of the Asansol Durgapur Development Authority (ADDA), and is desirous of appointing an Attorney for the purpose thereof. WHEREAS the Company/ Firm deems it expedient to appoint Mr. _____ son of _____ resident of _____ holding the post of _____ as the Attorney of the Company/Firm.

NOW KNOW ALL MEN BY THESE PRESENTS, that we, _____ [name of the company] do hereby nominate, constitute and appoint [name & designation of the person] as our true and lawful Attorney so long as he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say: To act as the Company's official representative for submitting the bid comprising Technical Bid and Financial Bid for the said Project and other relevant documents in connection therewith; To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid; To submit Bid Documents, receive and make inquiries, make the necessary corrections and clarifications to the bid and other documents, as may be necessary; To represent the Bidder before any authority, office, court and in any other aspects as may appearing to be necessary in connection with the execution of the project; To confirm and ratify the acts done lawfully by the Bidder.

To do all such Acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

<p>To be signed with common seal in conformity with the constitution of the Entity</p>	<p>)</p> <p>)</p> <p>)-----</p> <p>) [Name & Designation of the person]</p> <p>)</p> <p>)</p> <p>)-----</p> <p>(Name & Designation of the person)</p>
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FORMAT FOR CONSORTIUM AGREEMENT

(Applicable in case bid submitted in Consortium)

{On non-judicial stamp paper of INR 100/- duly attested by notary public}

THIS AGREEMENT is executed at _____ on this _____ day of _____ 2022 at _____ between _____ (name of the Entity) and having its registered Office at _____ (hereinafter referred to as "the Party of the First Part") and (name of the Entity) having its registered office at _____ (hereinafter referred to as "the Party of the Second Part") and _____ (name of the Entity) and having its registered Office at _____ (hereinafter referred to as "the Party of the Third Part").

WHEREAS

All the Parties of the First, Second and Third Part are entitled to enter into joint venture/ partnership with any person or persons including a company for carrying on the business authorised by their respective Memorandum of Association.

- I. The Parties hereto propose to participate as a Consortium for the bid based on the Request for Proposal (RFP) from ADDA for the Project of development of Agnibina Theme Township Project at Ganrui, Asansol, West Bengal ("the Bid") by pooling together their resources and expertise.
- II. If the Parties hereto succeed in the Bid, they propose to undertake, Design, Construction, Development, Finance, Operation and Maintenance of the proposed Agnibina Township at Ganrui, Asansol ("the Project"). The Parties hereto are desirous of recording the broad terms of their understanding as set out herein below:

IT IS HEREBY THE PARTIES MUTUALLY AGREED AND UNDERSTOOD AND DECLARED AS FOLLOWS:

1. That the Parties will incorporate a company under the Companies Act, 2013 ('SPV') with the shareholding commitments expressly stated to domicile the Project, prior to the start of implementation of the Project. The said SPV shall not undertake any other business during the Lease Period.
2. That the aggregate equity share holding of the Parties shall be as follows:
The Selected Consortium shall legally and beneficially holds 100% equity in the Lessee, with Lead Member equity holding not less than 51% till the signing of the Lease Deed 51% with minimum equity holding of the Lead Member at 26%, up until completion of the Minimum Development Obligation and 26%, with minimum equity holding of the Lead Member at 10%, up until the completion of the Project
3. That M/s _____ who is the Lead Member of the Consortium, along with its Associates, commits to hold a minimum equity stake equal to 51% of the aggregate shareholding of the Consortium and shall hold minimum equity stake as mentioned under clause 2 up until the completion of the Project
4. That each of M/s _____, and M/s _____, who are not Lead Members of the Consortium, along with their respective Associates, commit to hold a minimum equity stake equal to 10% of the aggregate shareholding of the SPV and shall hold minimum equity stake as mentioned under clause 2 upto the completion of the Project.
5. That any dilution in the equity holding by the Parties in the Consortium shall be as per the provisions of the Lease Deed/ Development Agreement.
6. That the shareholding commitments shall be recorded in the Lease Deed and no changes shall be allowed thereof, except in accordance with the provisions of the Lease Deed and the Request for Proposal.
7. That the Parties shall carry out all responsibilities as Lessee and / or Selected Bidder as the case may be in terms of the Lease Deed.
8. That the roles and the responsibilities of each Party at each stage of the bidding shall be as follows:

Sl. No.	Name of the Party	Broad Roles & Responsibilities
1		
2		
3		

9. That the minimum stake holding of each Party (in percentage term) in the Consortium shall be as follows:

Sl. No.	Name of the Party	% of stake of the Consortium
1		
2		
3		

10. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Lease Deed.
11. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project thoroughly and expeditiously. They shall not negotiate with any other party for this Project.
12. That this Agreement shall be governed in accordance with the Laws administered by the Courts in India and such Courts shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.
13. Nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Agreement to be duly executed on the date and year above mentioned.

(Party of the First Part) (Party of the Second Part)

(Party of the Third Part)

Witnesses:

1.

2.

Annexure A4

POWER OF ATTORNEY FOR THE LEAD MEMBER OF THE CONSORTIUM

(Applicable in case bid is submitted in Consortium)

{On Non-Judicial Stamp Paper of INR 100/- duly attested by Notary Public}

Whereas Asansol Durgapur Development Authority has invited bids for Development of Agnibina Township at Asansol, West Bengal ("the Project").

AND Whereas, _____,
being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project,

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our Registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, Constitute, appoint and authorize M/s _____, having its registered office at _____, (acting through Mr. _____, its _____, jointly or severally), being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process, including representation before any Authority, office, court and in any other aspects as may appearing to be necessary in connection with the execution of the project and also to confirm and ratify the Acts done lawfully by the Consortium.

The Attorney, so authorized, is also having the power to grant the Lease, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Lease Deed / Agreement is entered into with UD&MA / its representative, namely, Asansol Durgapur Development Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2022.

For

(Name & Title)

For _____

(Name & Title)

For _____

(Name & Title)

Witnesses:

2.

(Executants)

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

Notes:

@ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any,

laid down by the applicable law and the charter documents of the executant(s) and when it is required, the same should be under common seal affixed in accordance with the required procedure.

@ Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

@ Power of Attorney should be executed upon payment of stamp duty of appropriate value as applicable in the State, where Power of Attorney has been executed.

ANTI-COLLUSION CERTIFICATE

1. We certify that this bid is made in good faith, and that we have not fixed or adjusted the amount of the bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not, before the award of any contract for the work.
 - a. Communicate to any person (outside this consortium, its professional and financial advisers, proposed financing banks and their professional and financial advisers) other than Authority or person duly authorized by it in that behalf, the amount or approximate amount of the bid or proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid.
 - b. Enter into any agreement or arrangement with any person (outside this Consortium) that they shall refrain from bidding, that they shall withdraw any bid once offered or vary the amount of any bid to be submitted;
2. Pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this Consortium) for doing or having done or causing or having caused to be done in relation to any other bid or proposed bid for the work, any act or thing of the sort described at (a) or (b) above.
3. Wefurther certify that the principles described in paragraphs 1(a) and (b) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the bid and any contract entered into with such subcontractors, suppliers or associated companies will be on the basis of compliance with the above principals by all parties.
4. In this certificate, the word "person includes any persons and any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work means the work in relation to which the bid is made.

-

FORMAT FOR LETTER OF UNDERTAKING

[On the Letterhead of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]

Date:

To,

The Chief Executive Officer

Asansol Durgapur Development Authority

West Bengal

Re: Development of Agnibina Township at Ganrui, Asansol,
West Bengal

Sir,

We confirm that we are not barred by Government of West Bengal (GOWB), any other State Government in India (SG) or Government of India (GOI), or any of the agencies of GOI/SG/GOWB from participating in any category of infrastructure projects (Construction, PPP or otherwise) as on.....(Bid Due Date).

Yours faithfully

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

FORMAT FOR GENERAL INFORMATION

S. No	Particulars	Details
1.	Basic Information of bidder	
a)	Name of bidder	
b)	Status in the Project	Single Bidder/ Lead Consortium Member / Other Consortium Member <i>(Strike out whichever is not applicable)</i>
c)	Address of the corporate headquarters and its branch office(s)	
d)	Date of incorporation and / or commencement of business	
e)	Ownership of the bidder (List of stakeholders / members who own 10% or more stocks & their interest in the bidder)	1. 2. 3.
f)	List of current directors as per ROC's record	
2.	Brief description of the bidder including details of its main lines of business.	
3.	Details of individual (s) who will serve as the point	

	of contact/communication of the bidder: (a) Name (b) Designation (c) Address (d) Telephone Number (e) EMail Address (f) Fax Number	
--	--	--

Note: In case of a Consortium, the information above (1-4) should be provided for all the members of the consortium in separate sheets.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

Dated -----day of----- 2022

Name of the Bidder

Signature of the Designated

Person

FORMAT FOR FINANCIAL SUMMARY DATAAverage turnover related data*All figures in Currency millions*

Description	Amount (in INR)
A. Financial Year - 2020-2021	
B. Financial Year - 2019-2020	
C. Financial Year - 2018-2019	
Average Annual Turnover $[(A+B+C)/3]$ in last 3 years ending in 31.03.2021	

Note:

- @ Details of Calculation of turnover along with Profit and Loss account duly certified by Auditor (for the each member, in case of a Consortium).
- ® Audited Balance sheets and Profit & Loss statements of the bidder (of the each member, in case of a Consortium) shall be enclosed.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE

FORMAT FOR DEVELOPMENT/CONSTRUCTION EXPERIENCE OF INTEGRATED RESIDENTIAL HUB OVER A MINIMUM OF 20 ACRES OF LAND AREA

SI No	Eligible Projects	Eligible Projects undertaken by	Sector	Land area of Project (Minimum 20acres) within last 10 years	Year of Construction/ Development From ... (year) to ... (year)	Paid for development/ construction of Eligible Projects (excluding land cost)	Collected and appropriated revenue Eligible Projects (excluding land cost)	Shareholding of the Bidder in the Eligible Project	Capital Cost of the Project
		(name of the Bidder/ Consortium Member)							
1									
2									
3									
4									
5									
6									

--	--	--	--	--	--	--	--	--

Note: Bidders are advised to refer clause 5.2 for Eligible Projects and other details pertaining to Technical Criteria

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

1. The claimed experience shall be supported by documentary evidence i.e. LOI, completion certificates, commissioning certificates with the above details.
2. In case of Consortium the above details are to be given for each Member, as applicable.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be executed on stamp paper of INR 100 value)

B.G. No. Dated:

To,

.....

In consideration of the(hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to the issued, letter of intimation of award of contract ("LOI") in favour of a Company registered under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the "Bidder/applicant", which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for "..... in West Bengal" (hereinafter referred to as the "Project") pursuant to the RFP document dated / issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder/applicant, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and performance of the obligations of the said Bidder/applicant as contained in the RFP document and unconditionally and irrevocably undertake to pay forthwith to Authority an amount of INR____(Indian Rupees—Only) [hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder/applicant if the Bidder/applicant shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents and on its part to be paid, observed and performed in terms of the RFP/Concession Agreement documents.

- i. Any such written demand made by the selected Bidder stating that the Bidder/applicant is in default of the due and faithful fulfillment and performance of the obligations of the Bidder/applicant contained in the RFP Document shall be final, conclusive and binding on the Bank.
- ii. We, the Bank, further agree that AUTHORITY shall be the sole judge to decide as to whether the Bidder/applicant is in default of due and faithful fulfillment and performance of its obligations contained in the RFP Document and the decision of AUTHORITY that the Bidder/applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between AUTHORITY and the Bidder/applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- iii. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/applicant or the Bank or any absorption, merger or amalgamation of the Bidder/applicant or the Bank with any other person.
- iv. In order to give full effect to this Guarantee, AUTHORITY shall be entitled to treat the Bank as the principal debtor.
- v. AUTHORITY shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP/Concession Agreement / Document or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP/concession Agreement by the said Bidder/applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder/applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to AUTHORITY, and the Bank shall not be released from its liability under these presents by any exercise by AUTHORITY of the liberty with reference to the

matters aforesaid or by reason of time being given to the said Bidder/applicant or any other forbearance, act or omission on the part of AUTHORITY or any indulgence by AUTHORITY to the said Bidder/applicant or by any change in the constitution of AUTHORITY or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from such liability.

- vi. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- vii. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
- viii. It shall not be necessary for AUTHORITY to proceed against the said Bidder/applicant before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which AUTHORITY may have obtain from the said Bidder/applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- ix. We, the Bank, further undertake not to revoke this Guarantee during its current tenure except with the previous express consent of the Authority (ADDA) in writing.
- x. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein. The undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by Bank
By the hand of Mr./Ms its and authorised official.
(Signature of the Authorised Signatory]

(Official Seal)

Sl No	Project Components	Particulars
1	Total Residential Units (nos)	
2	EWS Units (Nos)	
3	Land Reserved for Basic Urban Infrastructure Amenities (in acres)	
4	Land Reserved for Basic Urban Infrastructure Facilities (in acres)	
5	Land Reserved for Non Residential Thematic Development Zone (in acres)	
6	Built-up Area for Non Residential Thematic Development Zone (in Sq. ft)	

Note: The phasing, if any, of project components, other than the Minimum Development Obligations, may also be indicated.

D. Project Layout

E. Details of the Minimum Development Obligation (in line with the Township Policy). This section should cover total number of residential units, number of EWS units, total developed land, land use for Thematic Development.

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

FORMAT FOR PROJECT IMPLEMENTATION PLAN

Notes:

1. The plan interalia should include write-up (approach/methodology) on pre- construction, construction, operation & management of the Project.
2. Project financing Plan, Proposed equity contribution plan.
3. The plan should include program chart (time schedule) for the implementation.
4. Bidders are at liberty to use their own format/structure for this submission.
5. Annexure C1 & C2 shall be indicative plan and shall form basis for future development at the implementation stage. Any material change shall subject to the consent of the Lessor.

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

FORMAT FOR CHECKLIST OF ALL DOCUMENTS (HARD COPY) SUBMISSIONS

Original Documents to be Submitted:

Sl No	Documents	Remarks
1	Covering letter clearly stating the validity period of the Bid in the prescribed format Annexure A1	
2	Power of Attorney for signing the Bid, as per the prescribed format Annexure A2	
3	Consortium Agreement, as per the prescribed format in Annexure A3	
4	Power of Attorney in favour of Lead Member, as per the prescribed format Annexure A4	
5	Anti-Collusion Certificate, as per the prescribed format Annexure A5	
6	Letter of Undertaking, as per the prescribed format Annexure A6	
7	General Information of the Bidder as per the prescribed format Annexure B1	
8	Project Concept Write-up & Area Statement as per Annexure C1	
9	Project Implementation Plan as per Annexure C2	
10	Checklist for submissions as per the prescribed format Annexure C3	

11	Receipt of Bid Security payment through e-Gateway	
12	Copy of RFP duly signed by the Authorised Signatory	
13	Copy of Certificate of Incorporation	
14	Copy of PAN Card	
15	Financial Qualifications as per Annexure B2	
16	Audited Balance Sheets for the FY 2020-2021; In case audited balance sheet of the FY 2020-21 is not available, then the bidder may submit additionally the audited balance sheet of the FY 2019-20	
17	Construction/ Development Experience as per format Annexure B3	

Due to non-uploading/ submission of any of the above documents, the Bid shall be summarily rejected by the Authority as non-responsive and the Bid of the Bidder stands null & void.

Annexure C4 - Project Brief

Industrialization has been a traditional phenomenon in the Asansol Durgapur belt. Coal mining and coal based industries have been the traditional industries and due to the availability of the basic industrial raw materials, mineral resources, cheap available labour, a large number of heavy and medium scale industries were established in this region. This area is also well connected by road (NH-2) & railways with rest of the state and with rest of India. But, in this thriving industrial zone, the settlement is marked with unplanned growth, crowded urban centres and haphazard commercial and industrial activities. Hence, the theme based state-of-art township for the modern city 'AGNIBINA' at Asansol is proposed. The general approach road to the subject property is by National Highway No.2. However another 4 lane road is proposed from N.H 2 as an alternative connection for the Township. Apart from this, it is well connected by Eastern railways. Kaji Najrul Islam Airport has already been established. So the place will gain tremendous importance from the purview of Connectivity. Asansol, not Kolkata, is Bengal's fastest growing urban sprawl, says the latest UN report on 'State of World Cities 2012-13'. The report, pegged on urban agglomerations where 7, 50, 00 or more people stayed in the year 2009, shows that urban agglomeration in Asansol by 2020-25 will have a population growth rate of 2.06% compared to Kolkata's 1.73%. Asansol Urban Area is experiencing rapid growth in Urban population triggered by substantial growth in trade and commerce. The growth has been largely characterized by densification of the central core, ribbon development along the main transportation corridor and adequate internal link roads. The local development authority has identified RFP for Agnibina Theme Township Project in Asansol, West Bengal 104 East and West direction along NH2 as potential development zone near future. The major industrial development has been proposed along the transportation corridor. Thus the proposed township is located on a highly strategic location. The regional settings of the city and surrounding region provide immense opportunity for future development in near future. The city has started witnessing large scale infrastructure development projects since last couple of years which include construction of new Airport at Andal, Strengthening of NH2 and its connectors, Kanyapur Satellite Township etc. NH-2 is connecting Asansol Urban Area with the Urban Agglomeration of Dhanbad in the West and Kolkata in the East. NH2 connecting the subject region will act as catalyst for future development. The site thus has the potential to develop as a modern Township for all sections of the society. In line with the State Government's Township Policy 25% of the dwelling units shall be reserved for the Economically Weaker Section (EWS). As per the policy a further 25% of the developed land shall be reserved for Thematic Economic Activity.

Site Location

The site abuts on National Highway no. 2. The site parcel is adjacent to Asansol Engineering College and Ramkrishna Mission Ashram. Considering the scale of development, the catchment of the proposed project is expected to have a large span. Due to the advantageous location of the proposed site on the National Highway, the catchment is expected to include the population settled in the locations along the National Highway in the East and South direction. Considering the proximity and nature of development observed the following areas have been delineated as primary, secondary & tertiary catchment. i. Primary Catchment: Entire Asansol Municipal Corporation Area ii. Secondary Catchment: Durgapur, Raniganj, Kulti, Jamuria etc. This can be considered as entire ADDA area. These areas are located at a distance within 40-45 km radius from the subject site. iii. Tertiary Catchment: Surrounding districts like Bankura, Birbhum, Purulia and surrounding states like Jharkhand, Bihar etc. iv. The economy of the region is chiefly industrial with Coal Mining and Coal based Industries. Construction materials for infrastructure and housing development are also available at comparatively cheaper rate. Also, local labour as well as labour from surrounding districts like Purulia, Bankura etc. are easily available. Moreover, power for industries is available from Damodar Valley Corporation (DVC), India Power previously named as Dishergarh Power Supply Corporation (DPSC) and West Bengal State Electricity Distribution Company Limited (WBSEDCL).