

**Government of Jharkhand**  
**Urban Development and Housing Department**  
**Directorate of Municipal Administration**  
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**Construction Of 40,000 Dwelling Units for Economically Weaker Section on Hybrid Annuity Model on PPP Basis under Vertical-3 Of Pradhan Mantri Awas Yojana – Housing for All 2022(Urban) In Urban Areas in Jharkhand, India**

**Clarifications of the queries raised in the pre bid meeting held on 14.07.2017**

| S.no | Sec | Clause Ref | Description of Provision   | Bidders Request  | DMA's Reply  |
|------|-----|------------|--|--|--|
| 1    |     | 1.1.5 (c)  | Multiple locations in the State of Jharkhand attached as Annexure 1  | As mentioned in the requirement the design has to be suitable to geo-climatic and hazard conditions of the region, the bidder requests to provide soil reports. We also request topography survey of the proposed sites & tentative no. of Dwelling Units in each city / location to facilitate costing.   | DMA shall provide the site location on phased manner. Geotechnical investigation shall be done by the bidders. |
| 2    |     | 1.1.5 (d)  | The land for the Project shall be provided by DMA free of any encumbrance  | Bidder understands that delay in execution due to delay in project site cleared by DMA will not be attributed to the bidder. Would request to share tentative hand over plan of land parcels   | DMA shall provide the site location on phased manner. Geotechnical investigation shall be done by the bidders. |
| 3    |     | 1.1.5 (g)  | All the walls/roof in the dwelling units shall be with concrete finish   | Bidder's understanding with concrete finish is without primer/putty and paint  | It should be of concrete finish, with putty and paint  |
| 4    |     | 1.1.5 (h)  | Successful Bidder shall demonstrate a project of 2 blocks comprising of minimum 32 dwelling units at his own cost within four months of the signing of the Development Agreement. The land shall be provided by DMA for the purpose of the same. | Bidder suggest to rephrase:<br>The successful Bidder shall demonstrate a project of 2 blocks comprising of minimum 32 dwelling units at his own cost within four months of the signing of the Development Agreement from the availability of land from DMA. The land shall be provided by DMA for the purpose of the same. It is suggested to start construction of these units post layout, design & DPR approval from DMA so as to have no major mismatch between Demo units & the final ones. | After approval from UD & HD, Pilot project should be completed within 4 months.                                |

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| 5    |     | 1.1.5 (i)                            | If required, DMA will provide appropriate quantity of land at a price/rent fixed as per prevailing government norms to the Developer to establish factory for the purpose of the implementation of the Project. This land shall be returned to DMA after the agreement period.  | Bidder requests to provide rates, norms, terms & conditions.  | As per RFP clause 1.1.5 (i)   |
| 6    |     | 1.1.5 (j)                            | Layout plan of the residential complexes in the housing projects will be got prepared by DMA through JUIDCO.  | Bidder request you to clarify the documents/drawings to be approved by DMA/JUIDCO.  | All execution drawings shall be got approved by DMA/JUIDCO  |
| 7    |     | 1.1.5 (k)                            | Directorate of Municipal Administration (DMA) will get DPR prepared for basic external infrastructure of the housing projects with the help of JUIDCO   | Bidder requests to provide interface details of agencies involved. And their responsibility.  | DMA Will provide to successful bidder   |
| 8    |     | Schedule 2, clause 3                 | No. of Floors G+4   | DMA would confirm on no. of floors & balcony. No. lifts would be provided.  | As per Clause of RFP Clause 1.1.5.b. state has allowed for G+4 without lift, if the height of construction is less than 15 m. |
| 9    |     | Clause 6.1 (f)                       | Cost of Removal of Utilities to be borne by developer   | The bidder request to share the details of utilities that need to be removed to work out cost   | Bid Stipulation Stands  |
| 10   |     | Clause 2.3.1 (B ii)                  | Financial Capacity – Average Annual Turnover  | The bidder requests to consider Average annual turnover for the group & not the SPV / consortium that would undertake this work   | It is under consideration   |
| 11   |     |                                      | Carpet Area of DU – 306 sq. ft  | The bidder requests to confirmation from DMA if all 40,000 units of will be of same size & layout   | Carpet area of DU should be between 27-30 sq meter  |
| 12   |     | Draft Concession Agreement : 2.3 (d) | DMA shall use best efforts to ensure that the other concerned Competent Authorities expend the requisite facilitation and assistance to the Developer in the implementation of the Project Facilities, including the construction of the approach roads to and from the Site, the provision of police assistance on payment by Developer at the applicable rates and the approvals or facilitation needed from the municipal/local bodies | Cost of approvals and payments to statutory authorities, utility shifting etc are to be borne by DMA on actuals as it is difficult to ascertain the same at this point. | Bid Stipulation Stands  |

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| 13   |     | Draft Concession Agreement : 3.1 (a) | Handed over to the Developer the Possession of the Project Site/s or a part thereof as mutually agreed, as a licensee through leave and license in accordance with the terms of this Agreement;  | Handing over of land has been stipulated as one of the Conditions Precedent to the agreement. However, the agreement states that the land maybe handed over in phases<br>The same needs to be clarified. Further for delay in hand over of land by DMA, suitable escalation may be considered   | Bid Stipulation Stands |
| 14   |     | RfQ cum RfP document : 4.5.3         | Subsequent to the Project completion :<br><br>An amount of 3 lakhs (The Government of Jharkhand share of Rs 1,50,000/- + Government India Share of 1,50,000/- Only) plus the interest (based on the interest rate quoted by the selected bidder) shall be payable in 8 (eight) equated half yearly instalments ("instalment amount") payable in May and October every year starting 3 months after completion of any project | If there is any delay from the Authority's side such as delay in handing over the project site, delay in completion of works attributable to the Authority, the Authority must compensate the Bidder through providing necessary escalations in the Payment to the Developer with respect to clause 10.4 of the Development Agreement.<br><br>The escalation may be linked to change in WPI/CPI. The escalation provided should be such that the Bidder shall be in the financial position with respect to the financing documents pertaining to the financial closure submitted to the lenders | Bid Stipulation Stands |
| 15   |     | RfQ cum RfP document : 1.1.5 d.      | The land for the Project shall be provided by DMA free of any encumbrance  | We presume the Authority is in possession of lands in all 41 locations as specified in Annexure 1 and the same are unencumbered and ready to be handed over to the successful bidder. If not, kindly provide the status   | Bid Stipulation Stands |
| 16   |     |                                      |  | The number of houses in one site has a major impact on the effective cost. It is requested that details of the same are provided, if available. If not a minimum no of houses should be stipulated per site   | Bid Stipulation Stands |

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| 17   |   | Draft Concession Agreement : Clause 3.2 (a) | <p>Conditions Precedent for Developer :</p> <p>The obligations of DMA hereunder are subject to the satisfaction in full of the following Conditions Precedent of the Developer. The Developer shall have</p> <p>(a) Made all the applications at its cost and procured the Clearances set out in Schedule 9, including environmental clearances that are required for commencing construction and execution of the Works unconditionally or if subject to conditions then all such conditions have been satisfied in full and such Clearances are in full force and effect</p> | <p>In the given Contract, the Developer is only responsible for construction of the buildings and internal infrastructure.</p> <p>The Statutory Clearances which are dependent on the entire project which includes the external infrastructure (not in scope of the Developer) such as EC; should be the responsibility and at the cost of DMA and not the Developer</p> <p>However, the Developer is fully responsible for implementing and complying to the clauses and provisions set out in the EC order for the particular project</p> <p>Please clarify</p> | Bid Stipulation Stands                                |
| 18   | Part-II, Development Agreement, Sch-5, Page 108 | SCHEDULE 5: IMPLEMENTATION SCHEDULE         | <p>1. Project Implementation Schedule: The Developer shall comply with the requirements during the construction period (Construction Period) for each of the Project Milestones (the "Project Implementation Schedule") as set forth in this Schedule. The project duration is 18 months.</p>  | <p>Since, the work schedules are seems to be very tight considering the overall quantum of work to be performed. we request client to consider completion period of project is as 30months instead of 18 months and the Project Milestones shall be revised accordingly.</p>   | It is under consideration                             |
| 19   |   | General                                     | Site Visit   | <p>We would like to undertake a site visit to each location. Request for permission and local assistance at each city</p>  | City Managers will assist the bidders in the process. |
| 20   |   | RfQ cum RfP document : 1.1.5.(i)            |  | <p>The Authority should provide the land for factory for free of cost to reduce project cost. The land should be provided for Project life plus 1 year, to enable developer to relocate the plant to another location after completion of the project Or Authority should given option to the developer to buy the land a pre-determined price after completion of the project.</p>  | Bid Stipulation Stands                                |

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| 21   |  | RfQ cum RfP document : 1.1.5.(h)    | The successful Bidder shall demonstrate a project of 2 blocks comprising of minimum 32 dwelling units at his own cost within four months of the signing of the Development Agreement. The land shall be provided by DMA for the purpose of the same.  | Will DMA pay for the demonstrated project after successful completion of the same?  | Bid Stipulation Stands                                   |
| 22   |  | General                             |   | The elevation treatment of all the blocks to be made exactly the same or different treatment can be made.   | Bid Stipulation Stands                                   |
| 23   | RFQP, Part-I, ITB, Cl.4.5.5, page-37             | 4.5 Evaluation of Price Bids        | The Bidders for the Project shall quote the Rupees Per Square Feet cost of the dwelling units ("Unit Cost").  | We understand that, the bidder to quote his cost per Square feet considering carpet area of Dwelling unit. Please confirm.                              | Bidder should give the best quote Per sft (carpet area). |
| 24   | Part-II, Development Agreement, Cl.4.3, Page 23  | 4.3 RELEASE OF PERFORMANCE SECURITY | (a) Subject to the provisions hereof, DMA shall return the Performance Security to the Developer within (4) four weeks of the Defects Liability Period for all the land parcels comprising the Project Sites, provided that there are no outstanding claims of DMA on the Developer.  | We request client to consider that, the DMA shall return the performance security to the developer after issue of Completion Certificate for that site. | Bid Stipulation Stands                                   |
| 25   | Part-II, Development Agreement, Cl.9.12, Page 57 | 9.12 RWA FORMATION                  | (a) Upon successful hander over of each Project Assets, the Developer shall assist DMA in formation of a separate resident welfare association (RWA) of the residents of sites under the Project.<br>(b) The Developer shall also contribute to Initial Maintenance Fund of the RWA of an amount equivalent to Rs.1/sq ft/ dwelling unit. | We request client to consider that, the developer shall not responsible in formation of RWA and contribution to initial maintenance Fund.               | Bid Stipulation Stands                                   |
| 26   | Part-II, Development Agreement, Cl.9.11, Page 56 | 9.11 DEFECTS LIABILITY PERIOD       | The Developer shall maintain, rectify and make good at his own cost any defect/ deficiencies, which may develop in the Project or as notified by the DMA/ Independent Engineer during a period of 2 years from issue of Completion Certificate for that site ("Defects Liability Period").  | We request client to consider the DLP as 1 Year from issue of Completion Certificate for that site.   | Bid Stipulation Stands                                   |

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| 27   | Vol-1, ITB, Cl. 1.1.5, Page 9  | No.of Floors                                | (b). Estimated number of floors is G+4 subject to local building bye laws.<br>(h). The successful Bidder shall demonstrate a project of 2 blocks comprising of minimum 32 dwelling units at his own cost  | We understand that, the No. of Dwelling Units(DU's) per block shall be 16 DU's i.e., 4DU's per Floor and Ground Floor shall be left for Parking. Please confirm. | It should be 20 DU per block.                      |
| 28   | Vol-1, ITB, Cl. 1.1.4, Page 9  | Area per Dwelling Unit.                     | Dwelling units each having a carpet area approximately ~27 to 30 sqmt   | We request client to provide the required/exact carpet area of each Dwelling unit for effective and competitive bidding.   | Carpet area of DU should be between 27-30 sq meter |
| 29   | Vol-1, ITB, Cl. 4.5.5, Page 37 | Present Value ("PV of Dwelling Unit Cost"). | The PV of Dwelling Unit Cost shall be evaluated as follows:<br>PV of Dwelling Unit Cost =<br>(Unit Cost x 306* – Rs. 300,000) +<br>Present Value of 8 instalments of Instalment amount discounted at the rate of 12% per annum<br><b>*306 is approximate area of dwelling unit in square feet</b> | We understand that, the approximate area of 306 square feet mentioned is the "Carpet area" of a Dwelling Unit. Please confirm.                                   | Bid Stipulation Stands                             |

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| 30   | Part-II,<br>Development<br>Agreement,<br>Cl.9.5, Page 47        | 9.5<br>CONSTRUCTION<br>COMPLETION           | (c) In the event that any of the Project Milestone specified in Schedule 5 is not completed by its schedule date, unless the delay is on account of reasons solely attributable to DMA or due to Force Majeure or due to an increase in scope of work as certified by an Independent Engineer, the Developer shall subject to sub-clause (d) below, pay to DMA damages for delay beyond the its scheduled date to the extent of <b>1% of the project cost in the Approved DPR for the site per month, for every month of delay for a maximum cumulative delay of a period of 12 (twelve) months after which DMA shall be entitled to terminate this Agreement.</b> Provided that nothing contained in this sub-clause (c) shall be deemed or construed to authorize any delay by the Developer in achieving Construction Completion of Project. | Since, the work schedules are seems to be very tight considering the overall quantum of work to be performed. We request client NOT to impose any Delay damages. However, Sch-6 of Development Agreement, page 109 i.e., LIQUIDATED DAMAGES for non-performance of Rs. 100,000 (Rupees One lakh only) per event of default as identified by DMA/ Independent Engineer subject to a maximum Rs 1.0 Cr (Rupees one crore only) per annum shall be applicable. | Bid Stipulation Stands |
| 31   | Part-II,<br>Development<br>Agreement,<br>Cl.1.5, Page 15        | Priority of<br>Documents (1.5)              | Priority of Documents   | As the DPR shall be concluded much after Agreement Date (refer 9.1) it cannot be made part of the Agreement. Please confirm.  | Bid Stipulation Stands |
| 32   | Part-II,<br>Development<br>Agreement,<br>Cl.4.2, Page 22,<br>23 | Appropriation of<br>Performance<br>Security | Appropriation of Performance Security (c) .....   | Such open ended performance security is not reasonable. We request client to delete this subclause.   | Bid Stipulation Stands |

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| 33   | Part-II,<br>Development<br>Agreement,<br>Cl.9.1, Page 40       | 9.1 DETAILED<br>PROJECT<br>REPORT    | (a) Preparation of Detailed Project Report<br>Within 90 days from Agreement Date, the<br>Developer shall, at its cost, charges and<br>expenses, prepare or cause preparation of the<br>Detailed Project Report (or DPR) for the Project<br>based on the construction technology decided<br>by DMA,.....  | It is not possible to submit bid with open ended<br>technology. We request client to confirm the<br>technology finalised prior to bid submission.   | Bid Stipulation Stands |
| 34   | Part-II,<br>Development<br>Agreement,<br>Cl.9.1(b), Page<br>41 | 9.1 DETAILED<br>PROJECT<br>REPORT    | (v) The Developer shall not be entitled to any<br>extension of time for completing construction<br>or any other relief on account of delay caused<br>due to providing any clarification or in<br>resubmitting the DPR.   | We request client to grant an extension for any<br>such delays. Please confirm.   | Bid Stipulation Stands |
| 35   | Part-II,<br>Development<br>Agreement,<br>Cl.9.7, Page 49       | 9.7 HANDOVER<br>OF PROJECT<br>ASSETS | The Developer shall, within 15 days of issue of<br>Completion Certificate for a Project Site(s) or<br>any extensions provided by DMA, handover the<br>Project Assets of such site to DMA, and Factory<br>Land shall be handed over within 6 months of<br>the issue of Completion Certificate for all the<br>land parcels comprising the Project Site<br>including all rights, interests and title therein or<br>thereto, for ownership, possession, occupation<br>and use thereof by DMA or its nominated<br>agency in such manner as DMA in its sole<br>discretion deems fit. | Please add 'subject to payment' at the start of the<br>sentence. Please also confirm that in the event<br>DMA is responsible and liable to pay the amounts<br>to Developer and delay in payments shall attract<br>interest. | Bid Stipulation Stands |



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| 36   | Part-II,<br>Development<br>Agreement,<br>Cl.10.3, Page 60 | 10.3 AUDIT AND<br>ACCOUNT | (vi) Notwithstanding anything to the contrary contained in this Agreement, DMA shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime through a competitive bidding process, another reputed firm of chartered accountants duly licensed to practice in India (the "Additional Auditors") to audit and verify all those matters, expenses, costs/ allocation of costs during the subsistence of Force Majeure, realisations, Termination Payments, etc. and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Development Agreement. The Parties agree that the Additional Auditors so appointed shall have the status of an expert whose reports and decisions shall be final and binding on the Parties, save in the case of manifest error or fraud. | <b>We request client to delete the marked lines.</b><br>(vi) Notwithstanding anything to the contrary contained in this Agreement, DMA shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime through a competitive bidding process, another reputed firm of chartered accountants duly licensed to practice in India (the "Additional Auditors") to audit and verify all those matters, expenses, costs/ allocation of costs during the subsistence of Force Majeure, realisations, Termination Payments, etc. and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Development Agreement. <del>The Parties agree that the Additional Auditors so appointed shall have the status of an expert whose reports and decisions shall be final and binding on the Parties, save in the case of manifest error or fraud.</del> | Bid Stipulation Stands  |
| 37   | General   | Drawings                  | Floor plans  | We request client to provide floor plans of a Dwelling Unit if any as a reference to the project.   | A standard design of a block will be uploaded on the website soon |
| 38   |   | 2.3.1                     | Completed construction, in India or abroad using its proposed technology, of minimum 2.0 lakh square meter carpet area out of which atleast 50% of the carpet area shall be in G+4 and above. For the purpose, the Bidder shall submit client certificate or Statutory Auditor certificate giving reasonable details to establish its claim.   | Request you to consider the experience of G+3 building work instead of existing minimum required experience of G+4, as we have a experience of around 3.5 Lac Square meter in G+3 of total built up area since 01.04.2007   | It is under consideration   |

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| 39   | Part-II,<br>Development<br>Agreement,<br>Cl.10.4, Page 61 | 10.4 PAYMENT<br>TO DEVELOPER | (b) The payments per Dwelling Unit shall be made by DMA to the Developer as follows:..... | We request DMA to confirm that if the beneficiary has not paid the amount to the Developer then DMA shall pay such amount. | It is under consideration |