

Maharashtra Housing Development Corporation Limited (MHDC)

Unit No.32, 3rd Floor Sakhar Bhavan, Ramnath Goenka Marg, Nariman Point,
Mumbai 400 021

Tel.: 022-4044 1000; Website: <https://mahahousing.mahaonline.gov.in>

Notice for Invitation of Expression of Interest for Empanelment of Construction Agency /Firm Detailed EOI Notice

Maharashtra Housing Development Corporation Limited (MHDC) invites Expression of Interest (EoI) from reputed, experienced, Technically & Financially Sound Companies/ Firms/ Contractors / Developers / Builders, Joint Venture (JV) (hereafter called Agency /Firm) for empanelment for construction of houses/buildings ranging from single storied to multi storied using Conventional or Alternative / Innovative / Rapid construction technologies on Design and Built basis. Financial bid shall be invited only from Empaneled Agency /Firm from project to project basis as decided by the MHDC. Interested Agency /Firm having experience of design and construction using Conventional, approved alternate / rapid construction technology / technologies shall upload their Expression of Interest. The EoI shall be opened online by the MHDC/ in the presence of Interested Agency /Firm. Tender notice no. 01/20-21 dt. 13.03.2021 of empaneled agencies shall not apply again.

The details of Criteria for selection along with instructions to the Agency /Firm can be downloaded from the website – <https://mahatenders.gov.in> & <https://mahahousing.mahaonline.gov.in> The MHDC reserves the right to accept or reject any or all the EoI without assigning any reason thereof.

Section	Technical
Tender Notice No. & Date	01/22-23, date 27/04/2022
Subject	Empanelment of Agency /Firm for Construction of Housing Building using Conventional, Approved Alternate / Rapid construction Technologies on Design Built basis for Affordable Housing Project in the State of Maharashtra.
Downloading of blank Tender from Website	Dt. 27/04/2022 up to 01.00 PM. Till Dt. 09/05/2022 up to 03.00 PM.
Last date of Online submission of EoI	Dt. 09/05/2022 up to 03:00 PM.
Pre – Bid conference	Dt. 02/05/2022 on 11:00 AM at MHDC Office, Mumbai (Pre-Bid queries shall reach at this Office on or before Dt.01/05/2022 till 05:00 PM on mhdc.mahahousing@maharashtra.gov.in)
Opening of EoI	Dt. 10/05/2022 at 04:00 PM (if possible)
Blank Tender Fees to be paid in DD Form before the date of opening of tenders	Rs. 50,000/- Non-Refundable (Exclusive 18 % of GST)
Website for Downloading & Uploading	https://mahatenders.gov.in

Note:

1. Blank tender fee is Non-refundable & shall be in the form of Demand Draft of Nationalised/Scheduled/Private Bank payable at Mumbai. The DD shall be in favour of 'Maharashtra Housing Development Corporation Limited' & be given to the Account Department of MHDC before last date of online submission of EoI.
2. Scanned copy of DD submitted to MHDC office shall also be uploaded during while online submission of EoI.
3. Only online EoI submitted on website <https://mahatenders.gov.in> will be opened.
4. Validity of EoI – 180 days from date of opening of EoI.
5. Place of Submission of EoI – Online & One Sealed Hard Copy.
6. Sealed Hard Copy with proper indexing and paging must be submitted to MHDC Office on or before the last date of submission of tender.
7. Sealed Hard Copy will be opened only after Online opening of Bids.
8. In case if the bidder has submitted only hard copy then his / her tender will not be opened.
9. In case of bidder who has not submitted original DD to MHDC office on or before the last date of online submission of EoI his / her tender will not be opened.
10. EoI will be opened at MHDC Office Address mentioned above.
11. The detailed tender notice is also available on MHDC Web site for reference.

**Managing Director &
Chief Executive Officer
Maharashtra Housing Development
Corporation Limited**

EXPRESSION OF INTEREST

A) GENERAL INFORMATION TO AGENCY / FIRM

1. Interested Agency / Firm having experience of design and construction using conventional approved alternate / rapid construction technology/technologies shall upload their Expression of Interest.
2. The detailed EoI notice along with General Information to Agency /Firm is also available on MHDC website for reference.
3. The cost of EOI document will not be refunded under any circumstances.
4. The EOI offer shall be valid for 180 days from the date of its Opening.
5. EOI without requisite fees and not fulfilling all or any of the conditions or submitted incomplete in any respect are liable to be rejected.
6. The Agency /Firm or one of its authorized representatives, having proper authority on letter head of the Agency /Firm, will be allowed to remain present while opening the EoI.
7.
 - i) Labour law to be complied by the Agency /Firm. The Agency /Firm shall have a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Agency /Firm shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986.
 - ii) The Agency /Firm shall also comply with the provisions of the building and other construction workers (Regulation of Employment & conditions of Service) Act, 1996 and the building and other construction workers Welfare cess Act 1996.
 - iii) The Agency /Firm shall ensure the registrations of all eligible Construction Workers (inclusive of those of sub-contractors and petty contractors) with Construction Workers Welfare Board.

8. All the pages of the EoI submitted must be numbered and signed by the authorised signatory.
9. Canvassing in connection with the EoI be strictly prohibited and such canvassed EoI submitted by the Agency /Firm are liable to be rejected.
10. The Agency /Firm shall keep necessary books of accounts and other documents for the purpose of the condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the MHDC and further shall furnish such other information / document to the MHDC.
11. The Agency /Firm shall submit only one EoI in his name, either individually or in Joint Venture.
12. The MHDC reserves the right to reject or accept any or all EoI at any stage without assigning any reason whatsoever.
13. Conditional EoI shall not be accepted and will be rejected summarily.
14. In case of any dispute or queries in EoI, decision of MD & CEO of MHDC shall be final & binding.
15. The Agency /Firm are required to submit all the necessary documents as mentioned in EoI along with Agency /Firm Profile etc. All the documents required to be submitted in EoI should be in English language only. If same are not available in English, then the concerned Agency /Firm will be required to get such documents translated in English and get them legally authenticated, before submitting.
16. The Evaluation of the Agency / Firm will be on the basis of its eligibility criteria.
17. The bidding capacity of the empanelled Agency /Firm should be equal to or more than the estimated cost of the work for which the tender may be invited in future.
The bidding capacity shall be worked out by the following formula:

Bidding Capacity = $[AxNx2] - B$, Where

A= Maximum value of construction works executed in any one year during the last five years taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which criteria has been invited.

B= Value of existing commitments and on-going works and LoI issued to be completed during the period of completion of work for which criteria have been invited.

18. In case of the Bidder is a Joint Venture (JV), it shall comply with following additional requirements.
- a. Number of members in a Joint Venture shall not exceed 2 (Two).
 - b. Only one JV is allowed for any individual or partnership agency or Firm. In this case, each individual or partnership agency /Firm of JV shall submit all the documents regarding the technical & financial eligibility (Form A to G).
 - c. In case the individual or partnership agency /Firm is JV, the members of the JV shall furnish a Notarised Power of Attorney on Rs.500/- Stamp Paper designating one of the members with his attested signature, as per the JV agreement, as their Lead Member. The lead member shall be fully responsible for the satisfactory performance of the JV. Scan copy of legal JV agreement shall be uploaded along with EoI documents.
 - d. If individual or partnership agency /Firm JV Agreement is under process of execution at the time of submission of EoI then unregistered copy of the JV Agreement should be submitted along with information mentioned above, duly registered as per law within one month of date of submission of EoI then only it will be considered for evaluation. All form must bear the signature of authorised persons of the firm / company / contractor / developer / builder.

- e. The companies, firms, contractors / developers/ builders, JV must be legally entitled for carrying out construction of building works.
- f. Members of the Firm / JV shall nominate 1 (one) member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the Firm / JV. The nomination (s) shall be supported by a Power of Attorney, as per the format at **Appendix-II**, signed by all the other members of the Firm / JV;
- g. The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
19. a. An individual Applicant cannot, at the same time, be a member of a JV applying for pre-qualification. Further, a member for a particular Firm / JV cannot be member of any other Applicant Firm / JV applying for pre-qualification.
- b. Members of the/ Firm / JV shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix-III** (the “Jt. Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
- Convey the intent to form an JV with shareholding/ownership equity commitment (s) in accordance with this EoI,
 - Clearly outline the approved roles and responsibilities, if any, of each member;
 - Commit the minimum equity stake to be held by each member;
 - Commit that each of the members, whose financial capacity and technical threshold capability experience will be evaluated for the purposes of this EoI, shall subscribe to 26% (twenty six per cent) or more of the paid up and

subscribed equity of the JV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: 26% (twenty six per cent) of the subscribed and paid up equity share capital of the JV.

- c. Except as provided under this EoI and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

B) Agency / Firm's Eligibility Criteria

1. Reputed, experienced, technically and financially sound companies / firms, contractors / developers / builders for Construction of Houses / Buildings, who will be submit following documents, shall be eligible to apply.
 - i) Registered Agency /Firm having valid statutory GST registration No, PAN No., PF license, Labour license etc.
 - ii) Agency /Firm should be Financially Sound to execute & complete the project with minimum average construction turnover during last Three (3) financial years of Rs. 50 Cr.
 - iii) Agency /Firm should be well experienced having successfully completed building works as a prime contractor as per criteria mentioned in **Table – 1**. The work experience certificates for eligible works * completed during the time period of Seven (7) years shall be submitted.
*(*Eligible works means “Construction of RCC buildings / buildings with approved BMTPC technology of minimum G.F./Still+2 floors and above. RCC buildings include residential buildings or business buildings or office buildings or educational building or institutional buildings”).*
 - iv) Agency/Firm must submit an undertaking to the make it available minimum construction equipment's as per table-2.
 - v) Agency/Firm should have minimum technical staff for execution as per **Table – 3**.

- vi) The Agency /Firm should have completed building projects of BUA as stipulated in **Sr. no. 4 of Table -4** during last 7 years.
- vii) Technology / System approved to be used in construction shall be certified for Performance Criteria by any of the following: *(The certificate must have approval for number of storeys for which it is suitable)*
- a. BMTPC (under its Performance Appraisal Certification Scheme)
 - b. CBRI, Roorkee
 - c. SERC, Chennai
 - d. Any IIT's
 - e. Any NIT's
2. Past work carried out by the Agency /Firm in capacity of Project Management Consultant or other role not directly involved in construction shall not be considered in eligibility evaluation.
3. The Agency/Firm shall be disqualified if:
- a. The Agency/Firm or any of its constituents has been blacklisted/ banned business dealings
 - i. For all Government Departments by Ministry of Housing and Urban Affairs, Government of India or
 - ii. By Housing Department, Government of Maharashtra.
 - iii. By Maharashtra Housing Development Corporation Limited.at any time till finalization of bids, except in cases where such blacklisting / banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced.
 - b. Any previous contract of the agency / firm or any of its constituents has been terminated for agency's / firm's failure by any organization under Housing

Department of Government of Maharashtra at any time starting from 2 years before the deadline for submission of bids and upto one day before the date of opening of price bids;

Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by any organization under Housing Department of Government of Maharashtra or such termination of the Contract has not been revoked by any organization under Housing Department of Government of Maharashtra.

- c. The agency /firm or any its partners has suffered bankruptcy / in solvency or it is in the process of winding -up or there is a case of insolvency pending before any Court on the deadline of submission of application.

(The Agency /Firm should submit an affidavit on Rs. 500/- Stamp Paper duly notarised to this effect shall be submitted by the bidder that the agency / firm is not blacklisted by the Government / Departments / Organization as mentioned above.)

4. If any information furnished by the Agency /Firm is found incorrect, false, misleading or with malafide intension at a later stage, he shall be liable to be debarred from further bidding and taking works in MHDC. The MHDC reserves the right to verify the contents / particulars furnished by the Agency / Firm independently including inspection of work completed by Agency /Firm.
5. The MHDC shall invite financial bid on project-to-project basis from the empanelled Agency /Firm during the validity of their empanelment (365 days from date of publication of Empanelment list) by setting out following technical criteria based on the Estimated cost put to tender each work tenders to be floated among the empanelled Agencies / Firms.

- a. **Experience Criteria:** Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tenders
Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost put to tender

OR

Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost put to tender

OR

One similar completed works, each costing not less than the amount equal to 60% of the estimated cost put to tender

(Note: The value of executed work shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of the month prior to the date of Tender.)

- b. **Turnover:** Average annual financial turnover on construction works should be at least 40% of the estimated cost put to tender during the immediate last three consecutive financial years.
- c. **Solvency Certificate:** Solvency of the amount equal to 10% of the Estimated Cost put to tender (ECPT).
- d. **Profit /loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more that two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant.
- e. **Bidding Capacity** as mentioned at Para A. 17 of this EoI.

6. The evaluation of EoI will be made as per the **Table-4** and documents submitted with the EOI.
7. The evaluation of EoI will be done on marking system based on qualifying information submitted by the bidder (**Table – 5**). The minimum qualifying criteria for empanelment will be having 50 Marks out of 100 Marks.

8. All the bidders to this EoI will be empanelled subject to the fulfilment of minimum qualifying criteria of achieving 50 Marks out of 100 Marks as per evaluation criteria as stipulated in **Table -5**.
9. Agency /Firm would be liable for disqualification, not satisfying above requirements, and has:
 - i. Made misleading or false representation or deliberately suppressed the information in the forms, statement and enclosures required in the eligibility criteria document.
 - ii. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

Table – 1

Minimum Criteria for Empanelment of Agency / Firm

Criteria	Value
Average Turnover in last 3 years (In Rs. Cr.)	Minimum 50 Cr.
Experience of Construction (BUA)	<p>a. One completed work of Minimum 35, 000 Sq.m BUA or b. Two completed works each having Minimum 17,500 Sq.m BUA. or c. Three completed works each having Minimum 12,000 Sq.m BUA.</p> <p><i>(As stipulated in Sr. no. 4 of Table -4)</i></p>

Table – 2

List of Minimum Construction Equipment's / Machinery required to be made available with Agency/Firm. (which may vary as per actual project cost / scope)

Sr. No.	Name of Equipment	Minimum Quantity in Nos.
1	Concrete Mixer (1 bag of cement)	1
2	Transit Concrete Mixer	1
3	Concrete Batching Plant	30 cum/hr-1
4	Concrete Pumping Machinery	1
5	JCB	1
6	Excavator	1
8	Water Pumps	1
9	Crane	1
10	Needle Vibrator	3
11	Surface Vibrator	3
12	Steel Bar Bending & Cutting Machine	1
13	Compactor	1
14	Roller	1
15	Water Tanker	1
16	Centering	2000 sqm

Note-Signature of Authorized representative of construction Agency/Firm with seal

Table – 3

**List of Minimum Technical Staff with Agency/Firm
(which may vary as per actual project cost / scope)**

Sr. No.	Designation	Nos.
1	General Manager (Projects)	1
2	Project Manager	1
3	Assistant Project Manager	2
4	Senior Engineer	4
5	Senior Engineer (QA & QC)	2
6	Senior Engineer (Planning & Billing)	2
8	Junior Engineer	8
9	Junior Engineer (QA & QC)	2
10	Junior Engineer (Planning & Billing)	2
11	Safety Officer	1
12	Safety Assistant	2
13	Store In-charge	1
14	Store Assistant	2
15	Foreman	6
16	Supervisor	4
17	Supervisor (QA & QC)	1
18	Supervisor (Safety)	2
19	Supervisor (Store)	2

Note-Signature of Authorized representative of construction Agency/Firm with seal

Table – 4
Format for submission of information (To be uploaded by bidder)

Sr. No.	Item	Criteria	Documents Required
1.	Age of individual/partnership agency /Firm (Minimum criteria 3 Years)	---- Years	i) Certificate of Registration of Company/ Firm. ii) Certificate of Registration/ empanelment with Central/ State Agency /Firm/ PSUs, if any. iii) Organizational structure including Key technical manpower. (Form “C & F”) iv) Litigation Details (Form “E”)
2.	Average Turn Over for the last Three financial years as per audited balance sheet certified by C.A and be at least Minimum Rs.50 Cr.	Rs.---- Crore	Audited balance sheet duly certified by Registered C.A. for last three Financial years Certificate.
3.	Requirement for only Indian Agency /Firm (Individual/Partnership/ Public Limited Company/ Private Limited Company) No Joint Venture are allowed to participate.		
a.	PAN Card	To be attached	PAN Card Copy
b.	G.S.T. Registration Certificate		G.S.T. Registration Certificate Copy
c.	Employee Provident Fund Registration		Employee Provident Fund Registration Certificate Copy
d.	Professional Tax Registration Certificate		Professional Tax Registration Certificate, Valid License under Contract Labor (R&A) Act,1970 Copy
4.	Experience in Building works in BUA using approved Conventional/alternate / rapid construction Technology building works completed during last seven (7) years (Individual agency /firm) shall be a. One completed work of Minimum 35, 000 Sq.m BUA or b. Two completed works each having Minimum 17,500 Sq.m BUA. or c. Three completed works each having Minimum 12,000 Sq.m BUA	----- Sq.m.	1. Experience Certificate for the approved technology Any Foreign work Experience Certificate must be duly certified by nearest Indian Mission) (Form A-1, A-2 and A-3) 2. For the works executed in India attached a. For Government Works completion certificate / layout / drawings showing BUA. b. For Private works clients successful completion certificate / layout / drawings showing BUA along with copy of agreement.
5.	Additional experience in Building works		
a.	Building project with BUA not less than 15,000 sqm. at a single location using Conventional / approved Alternative Technology (Less than 15,000 Sqm. at a single location shall not be considered for marking system in Table – 5) completed during last	----- Sq.m.	Experience Certificate for the Conventional/ approved Alternative Technology (Any Foreign work Experience Certificate must be duly certified by nearest Indian Mission)

	seven (7) years		
b.	Experience of completed construction of one building of height 21 m. above GL or more using Conventional/ the approved Alternative Technology during last seven (7) years	----- m.	<ol style="list-style-type: none"> 1. Occupancy Certificate/ Building Completion Certificate from competent authority (Urban Local Body or any other authority like MMRDA, / SRA/ CIDCO/ NIT/ MHADA etc.) (Any Foreign work Experience Certificate for the Conventional/ approved Alternative Technology must be duly certified by nearest Indian Mission), if any 2. Copy of Layout approved in the name of applicant / firm / client by Local Authority showing height of the building.

Marking System

Sr. No.	Description	Marks	Marks Obtained
1	The age of the Firm preceding the EoI Due Date having experience in providing technical Construction services.	Maximum 20 marks	(To be filled by Technical Committee, MHDC)
	a) If Age more than Five (5) years	20	
	b) If Age between three (3+) years to Five (5) years	16	
	c) If Age minimum three (3) years	12	
2	Experience of the Firm in last 7 years, one or more completed residential projects using Conventional Method / approved Alternate / Rapid construction technology (Agency should have completed at least one project in India to qualify). (minimum BUA 15,000 Sqm)	Maximum 15 marks	
	a) Above Four (4) or More Projects	15	
	b) Three (3) Projects	13	
	c) Two (2) Projects	11	
	d) One (1) Projects	09	
3	Experience of the Firm having annual average BUA using Conventional Method / approved Alternate / Rapid construction technology building works completed during last seven (7) years.	Maximum 20 marks	
	a) More than 2,00,000 (+) Sqm sanctioned BUA	20	
	b) Between 1,00,000 (+) Sqm and less than 2,00,000 Sqm sanctioned BUA	16	
	c) Between 50,000 (+) Sqm and less than 1,00,000 Sqm sanctioned BUA	12	
4	Experience of the Firm of a completed building project with BUA not less than 30,000 sqm at a single location using the Conventional Method / approved Alternate / Rapid construction technology completed during last seven (7) years.	Maximum 10 marks in addition to (3) above	
	a) More than 65,000 Sqm sanctioned BUA	10	
	b) More than 50,000 Sqm and up to 65,000 Sqm sanctioned BUA	08	
	c) Between 30,000 Sqm to 50,000 Sqm sanctioned BUA	06	

5	Average Annual Turnover related to Building Projects of a construction agency/ Developer/ Builder for the last three consecutive financial years (2019-20, 2020-21, 2021-22) with minimum average annual turnover of Rs. 50 crores of the aforesaid last 3 years. (This statement shall be duly certified by Chartered Accountant)	Maximum 20 marks	
	a) Above 300 Cr	20	
	b) Above 200 Cr and up to 300 Cr	17	
	c) Above 100 Cr and up to 200 Cr	15	
	d) 50 Cr and above up to 100 Cr	12	
6	Experience in Construction using one (1) or more Conventional Method / approved technologies during last seven (7) years	Maximum 15 Marks	
	Building Projects of height at least 21 m	15	
	Building Projects of height from 15 m to less than 21 m	10	
	Building Projects of height from 9 m to less than 15 m	05	
TOTAL		100 Marks	

List of Documents required to be submitted along with,

A) Agency / Firm Profile

1. The Scanned copy of Demand Draft of EoI fee of Nationalised Bank.
2. Audited balance sheet of last three financial years **(2019-20, 2020-21, 2021-22)**
3. Average Annual Turnover related to Building Projects of a construction agency/ Developer/ Builder for the last three consecutive financial years **(2019-20, 2020-21, 2021-22)**. This statement shall be duly certified by Chartered Accountant.
4. Income tax return of last three financial years **(2019-20, 2020-21, 2021-22)**.
5. Copy of certificate of valid registration of Company/Firm.
6. Copy of GST registration; PAN No., etc. as applicable.
7. Copy of PF registration certificate.
8. Copy of valid license under Contract Labour (R&A) Act 1970.

9. An Affidavit on Rs. 500 Stamp Paper pertaining to Blacklisting as mentioned in the Clause B.3 of this EoI.

B) Technical

1. Certificate of work experience as mentioned in Eligibility Criteria (A-1, A-2, A-3)
2. Performance Report (Form B).
3. Detailed organizational structure including technical manpower. (Form C & D).
4. Details of construction Plants, equipment etc. available with the Agency /Firm. (Form E).
5. Litigation Details (Form F).
6. Details of construction of dwelling units in India/abroad including number of houses, carpet area, Agency /Firm for which it has been done (attach Certificate from Department / Agency /Firm/Client).
7. Availability of sufficient manpower required for execution of project using alternate / rapid construction technology (attach details) (Form 'D')

LETTER OF TRANSMITTAL (On letter head of Agency /Firm)**Date:**

From:

(Name of Agency /Firm)

To,

Managing Director & Chief Executive Officer
Maharashtra Housing Development Corporation
3rd Floor, Sakhar Bhavan, Ramnath Goenka Marg,
Nariman Point, Mumbai 400 021.

**Subject: Submission of Expression of Interest for Empanelment
Construction Agency /Firm.**

Sir,

Having examined the details given in EoI for the above work, we hereby submit the EoI and relevant documents.

1. I / we hereby certify that all the statements made and information supplied in the EoI and accompanying statements are true and correct.
2. I / we have furnished all information and details necessary for EoI and have no further pertinent information to supply.
3. I /we hereby certify that our company/firm has not been debarred/ blacklisted from undertaking any work by any Agency /Firm/organization as stipulated in clause B.3 of this EoI.

Certificate From:**Enclosures:****Signature of applicant (s)****SEAL**

FORM 'A-1'
DETAILS OF ALL CONVENTIONAL WORKS COMPLETED IN INDIA DURING THE LAST SEVEN (7) CONSECUTIVE PREVIOUS YEARS

Sl. No.	Name of work/ Project & Location	No. of Stories / Height of Building in M.	Owner or sponsoring Organization (Client)	Cost of works as per tender in Crores	Date of commencement as per contract	Actual cost of work completed	Stipulated date of completion	Actual date of completion	Constructed Built up Area in Sq. M.	Litigation / arbitration pending / in progress with Details *	Name & address / Email ID/ telephone of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13

Signature of Authorised Representative of Construction Agency /Firm with Seal

* Indicate gross amount claimed and amount awarded by the Arbitrator separately.

FORM 'A- 2'

DETAILS OF ALL WORKS COMPLETED IN INDIA WITH ALTERNATE / RAPID CONSTRUCTION TECHNOLOGY DURING THE LAST SEVEN (7) CONSECUTIVE PREVIOUS YEARS

Sl. No.	Name of work/ Project & Location i/c number of stories and height of building	Owner or sponsoring Organization (Client)	Cost of works In Cr.	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Built up area in sq. m	No. of Houses	Litigation / arbitration pending / in progress with Details *	Name & address / Email ID/ telephone of officer to whom reference may be made	Remarks (Mention emerging technology used in construction)
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Authorised Representative of Construction Agency /Firm with Seal

* Indicate gross amount claimed and amount awarded by the Arbitrator separately.

FORM 'A- 3'

DETAILS OF ALL WORKS COMPLETED IN ABROAD WITH ALTERNATE / RAPID CONSTRUCTION TECHNOLOGY DURING THE LAST SEVEN (7) CONSECUTIVE PREVIOUS YEARS

SI. No.	Name of work/ Project & Location i/c number of stories and height of building	Owner or sponsoring Organization (Client)	Cost of works In Cr.	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Built up area in sq. m	No. of Houses	Litigation / arbitration pending / in progress with Details *	Name & address / Email ID/ telephone of officer to whom reference may be made	Remarks (Mention emerging technology used in construction)
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Authorised Representative of Construction Agency /Firm with Seal

* Indicate gross amount claimed and amount awarded by the Arbitrator separately

FORM 'B'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FOR "A-1, A-2, A-3"

(Format for information to be printed on Landscape)

1. Sr. No.
2. Name of work / Projects and Location
3. For Building works:- Height of building in mtr. & numbers of floor
4. Agreement No.
5. Client name:
6. Amount of Work:
7. Date of Starting of project:
8. Stipulated date of completion:
9. Actual date of completion:
10. Completion cost:
11. Justification for Delay, if any:
12. Amount of compensation
 - a. Levied for delayed completion, if any
 - b. Amount of reduced rate items, if any
13. Litigation tendency:
14. Feedback from client:

i. Quality of work	Very good	Good	Fair	Poor
ii. Finance Soundness	Very Good	Good	Fair	Poor
iii. Technical Proficiency	Very Good	Good	Fair	Poor
iv. Resourcefulness	Very good	Good	Fair	Poor
v. General behaviour	Very good	Good	Fair	Poor

Third party feedback, if any:

Signature & Stamp of applicant

Signature & Stamp of client with address & contact details

FORM 'C'
DETAILS OF ORGANIZATIONAL STRUCTURE

1.	Name & address of the applicant	
2.	Telephone No. /Telex No./ Fax No.	
3.	Legal Status of the applicant (attach copies of original document defining the legal status(s) (a) An individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or corporation (e) Joint Venture (JV)	
4.	Particulars of Registration / Empanelment with various Government bodies (attach attested photocopy). (a) Registration number (b) Organization / place of Registration i) ii) iii)	
5.	Name and titles of Director & Officer with designation to be concerned with this work.	
6.	Designation of individual authorized to act for the organization.	
7.	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so give the name of the project and reason of suspension of work.	
8.	Has the applicant or any constituent partner in case of partnership firm ever abandoned the warded work before its completion? If so, give name of the project and reason for abandonment.	
9.	Has the applicant or any partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so give details.	
10.	Has the applicant or any constituent partner in case of partnership firm ever been convicted by court of law? If so, give details	
11.	In which field of Civil Engineering construction you claim specialization and interest.	
12.	Any other information considered necessary but not included above.	
13.	List of the key technical Persons with qualification, experience & Continuous period with Agency / Firm.	

Authorized Signature of Applicant with Seal

FORM 'D'

Particulars of KEY PERSONNEL (including particulars of Directors/Partners/Key Management Personnel of the Agency/ Firm / JV)

Sr. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience No. of Years	Working with this firm No. of Years	No. of Eligible Assignments
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Authorized Signature of Applicant with Seal

FORM 'E'
DETAILS OF CONSTRUCTION PLANT & EQUIPMENT AVAILABLE WITH THE AGENCY /FIRM

Sl. No.	Name of equipment / company	Nos.	Capacity & type.	Age	Condition	Ownership status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	Concrete Mixer (1 bag of cement)									
2	Transit Concrete Mixer									
3	Concrete Batching Plant									
4	Concrete Pumping Machinery									
5	JCB									
6	Excavator									
8	Water Pumps									
9	Crane									
10	Needle Vibrator									
11	Surface Vibrator									
12	Steel Bar Bending & Cutting Machine									
13	Compactor									
14	Roller									
15	Water Tanker									
16	Centering									

Authorized Signature of Applicant with Seal

FORM 'F'

LITIGATION DETAILS

Name of applicant / or parties:

Applicant should provide information on any History of litigation or arbitration resulting from contracts executed in last three years or currently under execution:

Sr. No.	Year	Award for / against applicant	Name of client, cause of litigation & matter of dispute	Disputed Amount in INR.
1	2	3	4	5

Authorized Signature of Applicant with Seal

NOTE:

1. The above information shall be supported with necessary documents otherwise the same shall be treated as null & void.
2. If the information to be furnished in this schedule will not be given & come to the notice subsequently will result in disqualification of Agency /Firm.

APPENDIX I

(Power of Attorney for Signing of Application)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name)..... son/daughter/wife of and presently residing at who is presently employed with us/ the Lead Member of our Firm / JV and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission ofrequired by ----- the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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.

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF.....

For.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX II

(Power of Attorney for Lead Member of Firm / JV)

Whereas Maharashtra Housing Development Corporation Limited, Mumbai (the "Authority") has invited applications from interested parties for Empanelment of Agency /Firm for Construction of Housing / Building using Conventional/ Alternate / rapid construction Technologies on Design Built bases for Affordable Housing Project in the State of Maharashtra.

..... and (collectively the "Firm"/ "JV") being Members of the Firm / JV are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (EoI) and other connected documents in respect of the Affordable Housing Project, and

Whereas, it is necessary for the Members of the Firm / JV to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Firm / JV, all acts, deeds and things as may be necessary in connection with the Firm / JV 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.....M/S.
having our registered office at and
having our registered office at (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office atbeing one of the Members of the Firm / JV , as the Lead Member and true and lawful attorney of the Firm / JV (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Firm / JV and any one of us during the bidding process and, in the event the Firm / JV is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Firm / JV, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Firm / JV and

Appendix II

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 Firm / JV and generally to represent the Firm / JV in all its dealings with the Authority, and/ or any other Government Agency /Firm or any person, in all matters in connection with or relating to or arising out of the Firm / JV 's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 / Firm / JV.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF.....2

For.....
(Signature)
.....
(Name & Title)

For.....
(Signature)
.....
(Name & Title)

For.....
(Signature)
.....
(Name & Title)

Appendix II

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Firm / JV)

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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Appendix III**JOINT BIDDING AGREEMENT**

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this theday of
.....20 ...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. -----Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)} *

The above-mentioned parties of the FIRST, SECOND, and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) Maharashtra Housing Development Corporation, represented by its Executive Engineer (hereinafter referred to as the "Engineer In Charge")

*The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (Three) shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications") by its Expression of interest No..... dated..... (The "EoI") for pre-qualification and short listing of bidders for..... on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis.

- (B) The Parties are interested in jointly bidding for the Project as members of a Firm / JV and in accordance with the terms and conditions of the EoI document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the EoI document that the members of the Firm / JV shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EoI.

2. Firm / JV

2.1 The Parties do hereby irrevocably constitute a Firm / JV (the "Firm / JV ") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Firm / JV and not individually and/ or through any other Firm / JV constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Firm / JV is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- **Party of the First Part:** - shall be the Lead member of the Firm / JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Firm / JV during the Bidding Process and until the

Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

- **Party of the Second Part** :- shall be {the Technical Member, Operation and Maintenance Member , Other Member of the Firm / JV ;
- **Party of the Third Part** :- shall be the Financial Member of the Firm / JV }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the EoI and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third) Part whose experience and net worth have been reckoned for the purposes of qualification and shortlisting of Applicants for the Project in terms of the EoI.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

6.6 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV2 in terms of the Concession Agreement.) 1

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Firm / JV Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. Require any consent or approval not already obtained;
 - ii. Violate any Applicable Law presently in effect and having applicability to it;
 - iii. Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

Appendix III**Page 5**

- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and Add further conditions relating to the O&M Member, if any.
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Firm / JV . However, in case the Firm / JV is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

Second Part

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
Third Part

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Firm / JV Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.