



Rourkela Development Authority

Uditnagar, Rourkela - 769012,
Sundargarh, Odisha



Notice No. 003/ RDA

Date: 02/01/2018

CORRIGENDUM NOTICE- 01

TO RFP NO: 001/RDA, DATED 10-11-2017

for

SELECTION OF DEVELOPER FOR

**AFFORDABLE HOUSING PROJECT OVER 5.05 ACRES AT
CHHEND, ROURKELA ON PPP MODEL**

Rourkela Development Authority hereby issues this notice for the attention of all potential bidders that the responses to the queries raised in the pre-bid meeting, which was held on 07/12/2017, can be downloaded from **www.rda-rourkela.in**

The last date for receipt of technical and financial proposals has been **extended** till **04:00 P.M. on 30/01/2018**. The technical proposal shall be opened at **5:00 P.M. on 30/01/2018**.

Sd /-
Secretary
RDA, Rourkela

Addendum-1 to RFP

Clarification to Queries raised in Pre-Bid Meeting for – “Development of an Affordable Housing Project over 5.05 acres at Chhend under model iii of the “Housing for all policy” of Government of Odisha.

The Request for Proposal (RFP) for selection of the Developer for Affordable Housing Project on PPP Model was issued on 10th Nov 2017. The Pre-Bid Meeting was held on 07th December 2017. The following queries were raised during the pre-bid meeting and RDA's reply/modifications/clarifications in response to the queries are tabulated below:

Please note that the Development Agreement will be amended before signing of the contract to incorporate all the modifications listed below by RDA.

Sl. No	Ref Clause No. /Page No.	Provisions as per Existing RFP	Bidders Request for Clarifications/Modifications	RDA's response to the observations
1	General PIM/Clause 22,Page No.17	Category A Projects means housing projects, residential townships, special economic zones (SEZs), industrial parks, schools, colleges, universities, IT-ITeS campuses, hostel buildings, auditoriums, convention centres, hotels, resorts and serviced apartments.	Can projects of an academy/institute which have educational buildings as well as hostels/staff housing be considered for Category A Projects	Yes, Please refer Sl. no. 22, Page 17 of PIM
2	General	Bidding Parameter:- Concession Fee – Grant or Premium	Can we have a descriptive on the “grant” & “premium” and in that connection “concession fee”	In the RFP, the term Preferred Bidder shall mean the Bidder who (a) meets the Qualification Criteria and the eligibility criteria; and (b) quotes the lowest Grant or the highest Premium. If a Bidder(s) quotes a Grant, while another Bidder(s) quotes a Premium, then the term Preferred Bidder shall mean the

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				Bidder who (i) meets the Qualification Criteria and the eligibility criteria; and (ii) quotes the highest Premium.
3	General		The freehold plot (1.75 Acres) which is to be granted to the developer, that could be developed as commercial or residential or both, correct	The development controls shall be guided by the provisions of RFP document, building byelaws and other applicable laws.
4	General		Can you share the presentation which was presented at the meeting at RMC	It is advisable to refer the RFP document for details.
5	General		Whether area for AHP can be demarcated anywhere out of 5.05 Acres.	Yes, but it should be duly approved by RDA. Within 30 days of signing of the Agreement, developer has to submit to RDA, the Demarcation Plan for the Site (in accordance with the provisions of the Housing for All Policy) – setting out Affordable Housing Area and Developer Area and seek RDA's approval on the same

Sl. No.	Ref Clause No. /Page No.	Provisions as per Existing RFP	Bidders Request for Clarifications/Modifications	RDA's response to the observations
6	General		What shall be FAR allowed to the contractor on private development area of 1.75 acres.	<p>Unused FAR of AHP area can be utilised on the PDP area but limited to 3.5 FAR on the project site.</p> <p>Please refer the clause on 05-Project Structure and Parameters - Sl. No. 08 (02), Page no. 12 of PIM</p>
7	General		Whether the fee for shelter fund, security money, sanction fee etc. will be charged by RDA at the time of approval of plan on private area	<p>For development of AHP Assets, the Developer shall be:</p> <p>(a) exempted from sanction fee of building plans;</p> <p>(b) exempted from payment of external/peripheral development charges of urban local bodies; and</p> <p>(c) exempted from keeping security deposit with building plan approval agencies.</p> <p>Fees as per applicable laws shall be chargeable for PDP area.</p>
8	General		Whether TDR will be applicable in private development area for	Yes, Please refer the clause on 05- Project Structure and Parameters - Sl. No. 08 (02),

Sl. No.	Ref Clause No. /Page No.	Provisions as per Existing RFP	Bidders Request for Clarifications/Modifications	RDA's response to the observations
			construction above 2 FAR.	Page no. 12 of PIM
9	General		Whether FAR left balance in AHP area , the TDR receivable for non achieving of required 3.5 FAR, as mentioned in Project Information Memorandum , whether this TDR can be utilised for some other location apart from achieving 3.5 FAR on private developing area	Please refer response mentioned above (in sl. No. 08)
10	General		Whether contractor can avail project finance from any financing institute for construction of this project	Yes and should be in line with the provisions of the RFP document and applicable laws.
11	General		Whether for Technical Qualification work done under <u>work contracts</u> for construction of <u>hospitals, schools, Hostels, guest house</u> etc. shall be counted in Category A Project	Category A Projects means housing projects, residential townships, special economic zones (SEZs), industrial parks, schools, colleges, universities, IT-ITeS campuses, hostel buildings, auditoriums, convention centres, hotels, resorts and serviced apartments.

Sl. No .	Ref Clause No. /Page No.	Provisions as per Existing RFP	Bidders Request for Clarifications/Modifications	RDA's response to the observations
				<p>For each Category A Project and Category B Project, the Bidder/ Member/ Associate claiming construction experience should have been appointed as a contractor (either as principal contractor or as a consortium partner in the main contract) directly by the owner of the project/ entity developing such project. Any sub-contracting experience under contracts not executed directly with the owner of the project/entity developing the project shall not be considered while computing the Threshold Technical Capacity.</p>
12	General		<p>If the project get delay due to <u>natural calamity</u>, will this accounted for grant of extension of time or not</p>	<p>Please refer Clause no 14 (Force Majeure) of the Development Agreement.</p>
13	<p>Clause No. 33 & 34 of the PIM, Page No. 22</p>	<p>Total Project Cost: - 62 Crs. Cost of Affordable Housing Project Assets :- 31 Crs.</p>	<p>Why the PDP project Cost and AHP Cost is capped to Rs 31.00 Crore each? Because there is no monetary transaction between the Builder and</p>	<p>The costs have been estimated as an approximate value for the AHP and PDP area. However, the Developer shall estimate the project cost as per</p>

Sl. No .	Ref Clause No. /Page No.	Provisions as per Existing RFP	Bidders Request for Clarifications/Modifications	RDA's response to the observations
			RDA. As we will be given 500 units on 3.30 Acres of Land and in lieu that units the Builder will get 1.75 Acres of Land	the actual plan and design prepared for the project as per existing byelaws.
14	Clause No. 6 of the PIM, Page No. 11	The Developer shall construct and transfer back 500 standard size EWS units (preferably of G+3 Structure) along with Internal Development Works, Social Infrastructure to RDA, free of cost, in accordance with the provisions of the Development Agreement within 18 months from the Effective Date	Project Period of 18 Months is not sufficient as the land is waterlogging and down area	The construction period of EWS units is hereby extended from 18 months to 24 months.
15	Clause No. 21 of the PIM, Page No. 16 (General Criteria)		Clarify the status of Participant, Whether Company only or any other entity could participate	The Bidder may be a single entity which is a Company registered under the Companies Act or a Limited Liability PartnershipOR a group of entities ("Consortium") coming together to implement the project while each member of the Consortium is either a Company registered under the Companies Act or a Limited Liability Partnership, subject to compliance with applicable laws, policies and guidelines of Government of India.

Sl. No .	Ref Clause No. /Page No.	Provisions as per Existing RFP	Bidders Request for Clarifications/Modifications	RDA's response to the observations
16	Clause No. 23 of the PIM, Page No. 18 (Financial Criteria)	Minimum Net Worth: The Net Worth of the Bidder in the last Financial year Should be minimum INR 25 Crores..	When Turnover of Category B Service Providers is Rs 50.00 Crore and Category A Service Providers is Rs 10.00 Crore, then Why the Networth for both type of participants are equal i.e. Rs 25.00 Crore. Accordingly the NET WORTH component for Category A should be reduced to Rs 5.00 Crore.	The Technical Qualification Criteria for Category A & B Projects are the value of work done for both Categories and not the Turnover. Existing provisions under the RFP for Networth prevails.
17	Clause No. V, Sub-point 4 of the PIM, Page No. 7 (Developers Responsibility)	After roof casting of standard size 80 EWS units,the Developer shall be entitled to market, commence bookings of and allot the PDP Units on the Developer's Area to the PDP Allottees on such terms and conditions (including price) as the Developer deems fit.	After construction of 80 units, RDA will provide the marketing rights only, then how it is possible to market the products without any ownership right and venture the Bank funds without the title of the property? Project approval of Banks involves all clearances and litigation free title to the property. Without which no Bank is ready to provide Loan to the Project.	Original RFP provision prevails.

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18	General		If it is a joint venture Project, and I am providing 500 completed units at my cost then why should the Escrow account? As I am not entitled to collect money from the sale / allotment of AHP units. The AHP sale money is going to the RDA account.	Applicable provisions on Escrow account prevails Pls. Refer Sl. No. 13(2) of the PIM:- The proceeds from (a) equity contribution of Developer, (b) financing from the banks to develop the Project; (c) grant from RDA, if applicable, and (d) the provisional allotment / booking of the Developer Area and any other streams shall be deposited in the escrow account
19	General		The bidder should be free to handle the PDP units on its own. Rather it should be treated as 100% free hold land.	The bidder shall be granted freehold rights of the land on the PDP area on handover of AHP assets to RDA and subject to the provisions of the RFP
20	General		PDP Area Construction should be free from any Departmental Control except adherence to Compliance part that are required to meet under RDA Act & ODA Act , like approval of Building	Both Affordable Housing Project (AHP) and the Private Development Projects (PDP) are required to comply with Real Estate (Regulation and Development) Act, 2016 ("RERA"), other applicable laws and terms and conditions as

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			Plan and others	per RFP.
21	General		<p>What is the need of BG of Rs 3.00 Crore, when the bidder is completely investing in the Project, without any financial contribution of RDA?</p> <p>Is waiving of fees levied by RDA on PDP Area for approval of Plans, Designs of Units should be considered</p>	<p>Provision of Performance Security in RFP prevails.</p> <p>For fee on RDA and PDP area, please refer Sl. No. 07 of the RFP.</p>
22	General		Transfer of PDP Land should be at Government Rate	<p>On satisfaction of the conditions set out in (b) above, the Developer and the RDA shall execute Conveyance Deed(s) in the format set out in Annexure B of this Agreement, setting out the terms and conditions of such transfer of the Developer's Area or part thereof, within [60 (sixty)] days of handing over the entire AHP Assets to RDA. It is clarified that the Developer shall not execute any Conveyance Deed for transfer of the PDP Unit(s) or transfer possession of any PDP</p>

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				Unit until the Developer has obtained the freehold rights over Developer's Area.
23	General		Why there is a Welfare Society Fund? When the area comes under Municipal Corporation Area and belongs to RDA, then the maintenance will be like rest area of Municipality area and should be by RDA	Resident Welfare Fund is required towards O&M of the affordable housing project.
24	General		When the Bidder is not going to sell the AHA units, then why the Bidder should go for Registration under RERA. It is RDA who is going to sell/ allot/ provide free of Cost to the public; RDA should go for Registration. We will complete the project, handover and will be out from the project. The Bidder's role is over	Registration under RERA Act is mandatory since it seeks to bring clarity and fair practices that would protect the interests of buyers and also impose penalties on errant builders.
25	General		It should be in a Joint Venture Agreement Process, in which Land partner's responsibility and jobs are mentioned and	Not considered.

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			the Developer/ Builder Partner' responsibility is mentioned	
26	General	Proposal due date extension	We request to extend the bid due date by 20 days at least as it will take time in analysing and preparation of proposal after receiving of pre-bid queries.	The Due Date is hereby extended & Proposals should be submitted till 1600 hrs on 30/01/2018.
27	RFP Volume-I, Point Sr. No.2 RFP Volume-II, Clause No. 1.13 & Clause 1.40	“As per RFP Volume I”- Schedule of Bidding Process: Last date of submission of Proposals is 09/01/2018 till 1600 hrs. As per clause 1.13 of RFP Volume-II, proposals can be submitted till 1700 hrs on 09/01/2018.	Please clarify, by what time proposals can be submitted.	Please refer the response to the Clarification mentioned in Sl. No 26 of the Addendum above.
28	RFP Volume-II, Clause 1.37 & 1.40	Issuance of revised RFP by RDA- 14/12/2017	Please clarify whether RDA will issue revised RFP by date mentioned in Bid Schedule.	Minutes of the meeting and subsequent clarifications shall form the part of Contract document. Please refer provisions in page no. 18 of ITB – Amendment of RFP.

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29	RFP Volume-I, Point Sr. No.21 (Pg-16) RFP Volume-II, Clause 2.1 (b)	<p>“As per RFP volume I”-The Bidder may be a single entity which is a Company registered under the Companies Act or a Limited Liability Partnership.</p> <p>“As per RFP volume II”- Only companies registered under the Companies Act, 1956 or Companies Act, 2013 or an equivalent law outside India shall be eligible to participate in the Bid Process</p>	Please clarify whether only company will be allowed to participate or LLP can also participate?	The Bidder may be a single entity which is a Company registered under the Companies Act or a Limited Liability PartnershipOR a group of entities (“Consortium”) coming together to implement the project while each member of the Consortium is either a Company registered under the Companies Act or a Limited Liability Partnership,subject to compliance with applicable laws, policies and guidelines of Government of India.
30	RFP Volume-I, Sr. No. 26 RFP Volume-II, Clause 2.1 (c)(i)	<p>“As per clause 2.1 (c)(i) of RFP Volume-II”- The number of Members in Consortium shall not exceed 5 (five).</p> <p>“As per RFP Volume I” - A Consortium of maximum 3 (three) members will be allowed to participate in the Bid.</p>	Please clarify how many members are allowed to participate in Consortium.	A Consortium of maximum 3 (three) members will be allowed to participate in the Bid
31	RFP Volume-I, Sr. No. 26	Lock-in restriction	Provisions mentioned in RFP Volume I and II seems to be	Provisions mentioned in RFP Volume I will prevail.

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	RFP Volume-II, Clause 2.3 (a)(i) & 3.1 (ii) (b) Annexure A-3		contradictory. Please clarify, which one will prevail?	
32	RFP Volume-II, Clause 2.6 (a)	If any company/partnership firm/ proprietorship firm _____ such company/partnership firm/ proprietorship firm will not be eligible to submit a Proposal.	Please clarify, whether proprietorship firm is allowed to participate in bid.	No. Proprietorship firm are not allowed to participate in bid.
33	Development Agreement- 3.4 (a)	As per clause- "Unless otherwise specified, each Party shall satisfy or procure the satisfaction or the waiver of the Conditions Precedent that it is responsible for, within 240 (two hundred and forty) days from the date of execution of this Agreement or such other extended date as may be agreed between the Parties, not exceeding 360 (three hundred and sixty) days from the date of execution of this Agreement (the CP Long-stop Date). As per clause RFP volume I, both parties shall be required to fulfil all condition precedents	Please clarify the no. of days to fulfil conditions precedent.	Both parties shall be required to fulfil all condition precedents within 120 days.

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		within 120 days.		
34	<p>RFP Volume-I, Point No. 20</p> <p>RFP Volume-II: Definition of Performance Security</p> <p>Development Agreement- Definition & Clause No. 5.1 (a)</p>	<p>As per RFP Volume I: "Prior to Appointed Date: Performance Security of an amount equal to INR 3 crores (INR three crores)"</p> <p>As per Definition mentioned in DA- ".....to be furnished by the Developer to RDA on or before the Appointed Date"</p> <p>As per RFP Volume II & Development Agreement Clause No. 5.1 (a): "..... to be furnished by Developer to RDA on or before the effective date"</p>	Please clarify, when performance security will be required to submit by developer?	<p>The Developer would be required to provide performance securities as follows:-</p> <p>Prior to Appointed Date: Performance Security of an amount equal to INR 3 crores (INR three crores) to secure its obligations during the AHP Construction Period, in the form of an irrevocable and unconditional bank guarantee (Performance Security)</p> <p>Upon the expiry of the AHP Construction Period, and signing of conveyance deed with the Developer, whichever is later, the Developer shall reduce the value of the Performance Security to INR 1 crore(INRone crore)and increase the validity of the Performance Security until the</p>

Sl. No .	Ref Clause No. /Page No.	Provisions as per Existing RFP	Bidders Request for Clarifications/Modifications	RDA's response to the observations
				expiry of 5 years from the AHP Completion Date.
35	Development Agreement- Clause 6.10	<p>“RDA shall be entitled to liquidated damages for each day of delay beyond the Scheduled AHP Completion Date at the rate of INR 50,000for each day of delay for the first [3 (three)] months from the Scheduled AHP Completion Date, and at the rate of INR 1,00,000 (Rupees One Lakh) for each day of delay from (and including) the 4 month to (and including) 6 month from the Scheduled AHP Completion Date, until the AHP Assets are completed.”</p>	We request to lower the liquidated damages amount to Rs. 25,000/- as the amount stated in the clause is so high.	Existing provisions of Liquidity damage prevails.
36	Development Agreement- Clause 9.3 (a)	“On and from the PDP Commencement Date, the Developer shall be entitled to market.....”	We request of allow marketing of PDP unit from the effective date.	Original RFP provision prevails.
37	Development Agreement- Clause 12.2 (d)(i)	“The Developer shall be required to bear all additional capital expenditure and Costs resulting from the Qualifying Change in Law up to INR [50 Crores] (Rupees [Fifty Crores Only]) (Threshold Limit)”	We request to reduce the threshold limit to 1% of AHP Capital cost. The threshold limit of INR 50 crores is seems too high against AHP project cost of Rs. 31 crores and total project cost is INR	Revised Clause may be read as follows <p>“The Developer shall be required to bear all additional capital expenditure and Costs resulting from the Qualifying Change in Law up to INR [30</p>

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			62 crores. In case of BDA projects, limit is also 1% of AHP Capital cost.	Crores] (Rupees [Thirty Crores Only]) (Threshold Limit)"
38	Site layout Plan		We request to provide site layout plan.	Please refer the Schedule-B, of Volume_III (Development agreement)- Unit Plan and Site Plan
39	General	Page No-19, PIM (sl. No. 25 – Rera Registration), Page no. , ITB (Clause no. 3.1(vi)	In RFP document, CDA word has been used. Please clarify the meaning/ full form of CDA.	CDA to be read as RDA (Rourkela Development Authority)
40	RFP Volume-I, Point-8	If a part of FAR for Affordable Housing Area remains unutilized, (1) same can be utilized by the private developer on Developer Area; subject to Maximum FAR of 3.5 for the project site OR (2) for the unutilized FAR of Affordable Housing Area, the developer shall be entitled to receive Transferable Development Rights (TDR); which they may utilize at a different location or transfer to third parties subject to	From the referred clause we understand that limit of 3.5 FAR is for the project site (i.e. 5.05 acres) and not individually for the PDP area. In other words, unused FAR of AHP area can be utilised on the PDP area resulting exceeding 3.5 FAR on PDP	Yes

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		conformity with relevant regulations and policies.	area but limited to 3.5 FAR on the project site. Please clarify.	
41	General	<p>Volume-II (Instruction to Bidders), Annexure C:-FORMAT OF LETTER OF AWARD, (Page Number -74)</p> <p>“make the payment of INR 62,00,000/- (Rupees Sixty Two Lakhs only (amount equivalent to i.e., of the 1.00% (zero point two five percent) Total Project Cost plus applicable Service Tax as Project Development Fees to BDA and JLL in accordance with Clause 1.52;”</p>	Discrepancy in percentage indicated in figure and word.	Said clause may be read as “make the payment of INR 62,00,000/- (Rupees Sixty Two Lakhs only (amount equivalent to i.e., 1.00% (One percent) of the Total Project Cost plus applicable Service Tax as Project Development Fees to BDA and JLL in accordance with Clause 1.52; “